

Town of New Fairfield
Department of Public Works
Building Demolition and Site Clean-up
33 Route 37
New Fairfield, CT 06812
June 30, 2016
Bid Number 2016-17-PWD5

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INVITATION TO BID

Sealed Bids for Bid Number **2016-17- PWD5**, “THE DEMOLITION OF THE CREAMERY”, located at 33 RT. 37, New Fairfield, Connecticut, will be received by **Purchasing Agent, Patty Mota, 3 Brush Hill Rd., New Fairfield, CT 06812** until **10:30a.m., on July 15, 2016**. Prior to the public opening of the bids, any bid submitted may be withdrawn by the bidder if said bidder discovers mathematical or clerical errors in his bid. Any such bid withdrawal may be made without penalty or prejudice. After the bids are opened, all offers will be considered firm for a period of sixty days and no bid may be withdrawn for any reason during that period except for such cause as the Town of New Fairfield in its sole discretion deems sufficient.

The works generally consists of demolition of the abandoned house at 33 Route 37, New Fairfield, Connecticut. More specifically the work includes obtaining building permits, protection of existing adjacent structures and property. Entire removal of existing foundations, foundation walls and slabs, including accessory private sidewalks, driveways, fences, certain vegetation as required. Removal from site of all excess debris. Protection of existing trees, public sidewalks, signs, utilities and other items that are to remain as required. Obtaining all required permits and paying of all fees. Removing septic system or sanitary connections in accordance with instructions from the Town’s Building Department. Backfilling and compacting of site with the installation of grass seed and top dress the property, as more specifically described in the request for proposal documents.

A walk through will be held on Thursday July 7, 2016 at 3:30p.m., the project site at 33 Route 37, New Fairfield, CT 06812, all bidders is encouraged to attend.

A bid bond in an amount not less than five percent (5%) of the amount of the bid shall accompany each bid. A non-collusion statement for the Contractors and any addendum acknowledgement must also be submitted at the time of the bid.

A performance, labor and materials bond in an amount equal to one hundred percent (100%) of the accepted bid will be required.

The Town of New Fairfield is an equal opportunity and affirmative action purchaser and bids from all vendors, including those from enterprises owned by minorities and women are encouraged. The Town of New Fairfield reserves the right to accept or reject any or all bids and to award the contract to the bidder deemed to be for the best interest.

Dated: June 30, 2016



**TOWN OF NEW FAIRFIELD
FINANCE DEPARTMENT
3 Brush Hill Road
New Fairfield, CT 06812-2665
(203) 312-5653 FAX (203) 312-5659**

REQUEST FOR PROPOSAL

The Town of New Fairfield, Department of Public Works Department is accepting bid for **THE DEMOLITION OF THE CREAMERY BUILDING** located at 33 RT. 37, New Fairfield, Connecticut.

Bids must be submitted no later than 10:30a.m. on July 15, 2016. Reference Bid Number 2016-17-PWD5, on envelopes while submitting your bid. Bids must be received by Purchasing Agent, Patty Mota, 3 Brush Hill Rd., New Fairfield, CT 06812. A walk through will be held on July 7, 2016, at 3:30 pm at the project site.

If it becomes necessary to revise any part of the Bid or these Specifications or otherwise provide additional information, an addendum will be issued by the Owner and published on the Town of New Fairfield website www.newfairfield.org **It is the sole responsibility of the Vendor to consult the Purchasing Department or Town website (Invitation to Bid section) prior to submittal of their final qualifications for any addendums to this request.** Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the qualifications not being considered.

- A. **General Information** The Town of New Fairfield plans to demolish the Creamery Building described above and the work includes the removal of asbestos containing materials in addition to removal of asbestos containing cement board prior to building demolition. The Town wishes to retain select portions of the existing clean structure such as beams, columns, and original wood wall siding and framing for future use in the construction of a new building at this site. The Town will work with the contractor in selecting these items as to not complicate or slow down the demotion of this building.
- B. **Available information** The Town has an asbestos NESHAP Inspection Report, Pre-Demolition PCB Investigation Report, Pre-Demolition Lead Investigation Report, all prepared by Brooks Environmental Consulting, LLC. All dated May 9, 20016. These reports have been attached for bidders use, and we highly suggest all bidders review and make themselves familiar with them. This work is a critical portion of the demolition of this building.
- C. **GENERAL SPECIFICATIONS:** General specification for the work required is attached as part of this solicitation. **CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING A BID.** Should the contractor need to gain access to the premises, they must contact Purchasing Agent for an appointment.
- D. **Completion Date** All work shall be completed no later than **August 31, 2016.**
- E. **Pre-bid Meeting** All Contractors are encouraged to attend the scheduled pre bid meeting. The pre-bid meeting will be held at the site on **July 7, 2016, at 3:30 pm.** Bidders shall take all measurements, note all conditions, and all other factors, which may affect the work as no exceptions will be considered after the award of the project; even though it may be a hardship on the Contractor. Any questions should be directed to Purchasing Agent.

F. All qualified bids will be evaluated. The award will be made to the Bidder whose overall arrangements are deemed to be in the best interest for the Town. The Town reserves the right to reject any bids. Bidders should be advised that should budgetary constraints dictate part and/or all of the items listed in this bid might be rejected. The decision shall be final and not subject to recourse by the Bidder.

G. All bidders and sub-contractors must hold current applicable licenses to perform the complete scope of the work described in this bid package.

All costs incurred by Bidders in preparing or submitting bids are the Bidders sole responsibility. The Town will not reimburse any Bidder for costs incurred prior to the award of bid.

The Town of New Fairfield is exempt from the payment of taxes imposed by Federal Government and the State of Connecticut. Such taxes should Not Be included in the bid price.

The person signing on submitting the bid must be a legal representative of the firm authorized to bind the firm to the contract in the event of a successful bidder.

The bidder agrees to be bound by their bids for a period of 60 days from the date of submission.

A qualifying statement is requested of the Bidder's financial resources, his experience and his organization and equipment available to complete the work. The Town of New Fairfield shall have the right to take such steps as deems necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish all information and data for this purpose as requested. The right is reserves to reject any bid where an investigation of the available information does not satisfy the Town of New Fairfield that the Bidder is qualified to carry out properly the terms of the specifications.

The contractor shall take out and maintain during the life of the project adequate Workmen's Compensation Insurance, for all his employees employed. In case of employees are engaged in hazardous work under the contract at the site of the work, is not protected under the Workmen's Compensation statute, the contractor shall provide Workmen's Compensation Insurance for the protection of his employees not protected otherwise.

The Contractor agrees to furnish insurance coverage for liability, property damage and medical coverage in the following minimum amounts:

- Commercial General Liability \$1,000,000 per occurrence
- Auto- Mobile Liability \$1,000,000
- Excess/Umbrella Liability \$2,000,000

Policies under this section shall be issued by companies accredited by the Insurance Commission of the State of Connecticut and shall save the Town of New Fairfield and its employees, both collectively and individually, harmless from any claim resulting from personal injuries or property damage caused by Contractor, his agents, servants or employees. Contractor may not operate equipment on this job site without at all times having such insurance in effect. The Contractor must submit to the Purchasing Agent evidence of such insurance coverage in advance of the beginning of start date of this project; said insurance shall name the Town of New Fairfield and its agents, servants, and employees as the party insured. The Contractor must have valid State of Connecticut license, to perform the work. The contractor shall supply a copy of the current trade license to the Town of New Fairfield prior to start of project.

The Contractor shall pay all licenses and permit fees now in existence or which may be incurred due to this agreement or for the services provided. The Town of New Fairfield and/or BOE will waive local permit fees except the State portion of the permit fees. The Contractor shall be responsible for complying with any applicable federal, state and local laws, codes and regulations concerning any or all services covered by this agreement.

The Contractor shall comply with all Town polices and federal and state laws, rules and regulations concerning non-discrimination in employment. The successful Bidder shall not employ any subcontractor to fulfill any of the duties specified without prior written approval of the Town of Fairfield Purchasing Agent.

Each bidder must provide and submit in writing (3) three professional work references, provide a brief scope of work for each project completed which is similar to this project

All interested bidders may contact the Purchasing Agent in writing for any questions and/or appointments.

BID SHEETS
TOWN OF NEW FAIRFIELD
DEMOLITION OF THE CREAMERY BUILDING
BID # 2016-17-PWD5

Company Name: _____

Company Address: _____

Company Telephone Number: _____

Company Fax Number: _____

E-Mail Address of Company Representative : _____

Bidder's Name (please print): _____

Title: _____

Signature: _____

Is your Company a MBE/WBE business: YES NO

BASE BID:

1. Demolition of building including abatement work as per specifications and other related documents: \$ _____

Written amount _____

EXCEPTIONS

Page #	Paragraph #	Item Description & Alternate Proposal

REFERENCES

List below at least five (5) references for similar projects, including all information requested. ***THIS PAGE MUST BE COMPLETED.*** If Bidders wish to keep their references confidential, this page may be removed from the bid package and submitted with the bid in a separate sealed envelope marked. ***"REFERENCES - CONFIDENTIAL"***. The Town of New Fairfield is not responsible for maintaining the confidentiality of the references unless this procedure is followed. The design firm and contractor must submit references separately if not the same corporation.

1) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

2) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

3) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

4) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

5) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

_____ Bid Title _____

Company _____ Bid # _____

Street _____

City, State, Zip _____ Telephone _____

HOLD HARMLESS AGREEMENT

herein

"**THE CONTRACTOR**" assumes responsibility and liability for any and all injury to or death of any and all persons, including **THE CONTRACTOR'S** agents, servants and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by **THE CONTRACTOR** or **THE CONTRACTOR'S** agents, servants or employees, or **THE CONTRACTOR'S** subcontractors or suppliers, and **THE CONTRACTOR** shall indemnify and hold harmless the owner, the Town of New Fairfield, and the (engineer/architect),

_____ from and against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, because of or arising out of any and all such injuries, deaths and/or damage. **THE CONTRACTOR** if requested shall assume and defend at **THE CONTRACTOR'S** own expense, any suit, action or other legal proceedings arising therefrom, and **THE CONTRACTOR** hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the owner or architect arising therefrom.

Dated at New Fairfield, Connecticut this day of 2015.

Signed, Sealed and Delivered
in the presence of:

CONTRACTOR: _____

By: _____

Title

GENERAL INFORMATION FOR BIDDERS

Sealed bids will be received at the Office of the Purchasing Agent, 3 Brush Hill Road, New Fairfield, CT 06812 until the time and date specified on the cover sheet. Bids received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

BID DOCUMENTS: are available upon receipt of this invitation (if not attached) over the internet at the Town's website: www.newfairfield.org. Adobe Acrobat reader is required to view this document. If you do not have this software you may download at no cost from Adobe at <http://www.adobe.com>. Businesses without internet access may obtain a copy of the bid by contacting the Purchasing Agent's Office, Town Hall Annex, 3 Brush Hill Road, New Fairfield, CT 06812, (203) 312-5653.

BID BONDS: Shall be in the amount of 5% of the total base bid not including the add alternate made out in favor of the Town of New Fairfield and issued by a Surety company acceptable to the Town of New Fairfield and/or New Fairfield BOE, and must accompany each bid. A certified check in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The Town of New Fairfield and/or New Fairfield BOE will not be held liable for the accrual of interest on any check held by the Town and/or BOE in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the Town determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded, to execute the same; an amount representing a loss to the Town and/or BOE by reason of such failure shall be retained and paid into the Town treasury.

REPLIES Bidder must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the Town of New Fairfield or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened, such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the Town of New Fairfield will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. New Fairfield, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual location(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided for this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid may be made by telephone to the Purchasing Agent at 203-312-5653. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder in the form of an addendum. Bidders should check the Town's website for addendums/updates 48 hours prior to the bid opening.

IDENTICAL BIDS: In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

NON-COLLUSION STATEMENTS: In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS: All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information, including execution of proposal forms, may be declared “non-responsive” and recommended for rejection. The Town of New Fairfield shall not be responsible for any errors or omissions by the Offeror.

CONTRACT: A response to an Invitation to Bid (ITB) is an offer to contract with the Town of New Fairfield and/or BOE based upon the terms, conditions and specifications contained in the Town’s or BOE’s ITB. Bids do not become contract unless and until executed by the Town and/or BOE.

CONFORMITY WITH CONTRACT: In the event the Town and/or BOE determine that the service performed or materials furnished by the Contractor are defective, not in conformity with the contract requirements, or has resulted in an inferior or unsatisfactory level of service, the Town and/or BOE shall order the Contractor, in writing, to correct the nonconforming condition with seven (7) days of receipt of letter. Upon failure of the contractor to comply, the Town and/or BOE shall have the authority to correct the condition by other means, including the use of Town and/or BOE employees or by separate contract. The costs of the action taken by the Town and/or BOE shall be deducted from any Monies due or to become due to the contractor under this contract. Notwithstanding the above notice provisions, if the Town and/or BOE determine that a condition exists which may adversely affect the health or safety of a person or property, the Town and/or BOE shall order the Contractor to correct the condition immediately. Upon the refusal of the Contractor to comply with the order or a determination by the Town and/or BOE that the Contractor is unable to correct the condition, the Town and/or BOE shall have the authority to correct the condition by other means without further notice. Should the Contractor fail to adhere to the specifications and requirements, the Town and/or BOE may, at its option, withhold any payments due until such time as the nonconforming items are corrected. The Town and/or BOE may also assess financial penalties as described in these specifications. If the Town has cause to correct a condition that, in the Town and/or BOE’s opinion, should have been done by the Contractor, the Town and/or BOE may elect to assess financial penalties and/or the additional cost to the Town and/or BOE to obtain other means to correct the nonconforming item. Continual or intentional breaches of contract will be causes for termination.

CANCELLATION:

The Town and/or BOE reserves the right to cancel any unfulfilled portion of the contract (30 day written notice) providing, in the opinion of the Department of Finance, services and/or materials supplied by the Contractor is not satisfactory or consistent with the terms of the contract. Upon cancellation, the maintenance charges will be prorated over the period the contract has been in force, however, the Contractor shall not be entitled to any profit on unfinished or unearned work.

SUBCONTRACTING:

The Contractor may utilize the services of Subcontractors subject to the approval of the Town of New Fairfield and/or BOE. The Contractor shall list all Subcontractors they intend to subcontract to, with a specific description of the services each Subcontractor is to perform. The Contractor shall not award work to any Subcontractor other than those submitted with their qualifications proposal without the prior written approval of the Purchasing Agent.

All Subcontractors shall be required to carry the same insurance, and under the same conditions, as specified for the Contractor. Nothing contained in the Contract established between the Contractor and the Town of New Fairfield and/or BOE shall create any contractual relationship between the Town of New Fairfield and/or BOE and any Subcontractor.

TAXES: Omit all State and Federal taxes from the bid. The Town of New Fairfield is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a the design team (bidder) pursuant to any agreement arising from this bid shall become the property of the Town of New Fairfield and/or BOE upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the Town Purchasing Agent in a manner that is in the best interest of, and best advantage to, the Town of New Fairfield and/or BOE, provided any such interpretation shall be reasonable.

RESPONSIBILITY: The contractor shall save the Town of New Fairfield and/or BOE, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the Town of New Fairfield and/or BOE, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the Town of New Fairfield and/or BOE (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the Town of New Fairfield and/or BOE of any discrepancy that is found (i.e. number listed does not fit item description). Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his/her bid exactly what he/she intends to furnish and to furnish with his/her bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the Town and/or BOE's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the Town of New Fairfield and/or BOE or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The Town of New Fairfield and/or BOE reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

GUARANTEE: Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) years against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

SAMPLES: Forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the Town of New Fairfield and/or BOE or its representative. Samples not returned to the bidder will be disposed of at the discretion of the Town of New Fairfield and/or BOE or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked

up by the bidder within 30 days of the bid opening date. The Town of New Fairfield and/or BOE or its designated agent will dispose of items not picked up within 30 days.

AWARD: It is the intent to award this bid in its entirety to one bidder; however, the Town and/or BOE reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the Town and/or BOE reserves the right to consider, in addition to price, experience, references, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the Town of New Fairfield and/or BOE will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

BONDS: APPLICABLE AT THIS TIME.

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the Town of New Fairfield and/or BOE and executed by a surety company authorized to do business in the State of Connecticut. The Town of New Fairfield and/or BOE reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in the Town and/or BOE & Vendor's name and Letter of Credit.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials become evident within one year after completion and acceptance of work will be fixed at no cost to the Town of New Fairfield and/or BOE. The maintenance bond may be included as a portion of the Performance Bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the Town of New Fairfield and/or BOE and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Pursuant to Section 49-41(a) of the Connecticut General Statutes, as may be amended from time to time, a project for the construction, alteration or repair of any public building or public work, where the contract award amount is in excess of \$100,000.00, a labor (payment) and material bond in the full amount of the contract must be furnished to the Town and/or BOE with a surety or sureties satisfactory to the Town and/or BOE. Said bonds shall be filed with the Purchasing Agent on or before the award date. Any such bond shall have as principal the name of the person awarded the contract.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the Town and/or BOE, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the Town of New Fairfield Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the Town of New Fairfield, 3 Brush Hill Road, New Fairfield, CT 06812, its subsidiaries, employees, volunteers, directors & officers as the “additional insured” and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Workman’s Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman’s compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman’s Compensation statute, the contractor shall provide Workman’s Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the Town of New Fairfield and/or BOE as relates to the contract.

Additional Security: The Town of New Fairfield and/or BOE reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the Town of New Fairfield and/or BOE, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The Town of New Fairfield and/or BOE reserves the right to waive local permit fees except for the State portion. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper Town Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the Town of New Fairfield planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session, which will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the Town of New Fairfield and/or BOE, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tag out: In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tag out devices as prescribed by OSHA.

Toxic Substance Control Act (PL94-469): Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the Town of New Fairfield and/or BOE under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated there under and will further comply with any special requirements and any policies and procedures of the Town of New Fairfield and/or BOE relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the Town of New Fairfield and/or BOE of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of Town and/or BOE buildings. Before proceeding on any contractual work on Town and/or BOE buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera

Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the Town of New Fairfield and/or BOE. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities. The Town of New Fairfield and/or BOE is an equal opportunity and affirmative action purchaser, and bids from all vendors, including those from enterprises owned by minorities and women, are encouraged.

TERMINATION OF CONTRACT: Any contract entered into by the Town and/or BOE and the successful bidder shall provide that the Town may terminate the contract upon thirty (30) day's notice to the bidder.

The Town of New Fairfield and/or BOE reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the Town's judgment, will best serve the public interest.

The terms and conditions of these "Instructions to Bidders" are made a part this bid.

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____ being first duly sworn, deposes and says that:

1. I am _____ of _____, the bidder that has submitted the attached request for bid for _____;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Fairfield and/or BOE or any person interested in the proposed bid;

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this _____ day of _____, 20____.

My commission expires _____

SECTION 01010 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work consists of the following:
 - 1. Demolition of the abandoned house at 33 Route 37, New Fairfield, Connecticut.
 - 2. Protection of existing adjacent structures and property.
 - 3. Entire removal of existing foundations, foundation walls and slabs, including accessory private sidewalks, driveways, fences, certain vegetation as required.
 - 4. Removal from site of all excess debris.
 - 5. Protection of existing trees, public sidewalks, signs, utilities and other items that are to remain as required.
 - 6. Obtaining all required permits and paying of all fees.
 - 7. Removing septic system or sanitary connections in accordance with instructions from the Town's Building Department.
 - 8. Backfilling and compacting of site, etc.
 - 9. Notifying all utilities prior to demolition to disconnect services before demolition.
- B. The building has been inspected for the presence of asbestos-containing materials, PCB-containing materials, and lead paint. The inspection reports are attached to the end of this section.
 - 1. Non-friable interior and exterior asbestos-containing materials were found. The Contractor shall have these materials removed and disposed of by a CT licensed asbestos contractor before demolition work proceeds.
 - 2. PCB was not found in suspect material.
 - 3. TCLP testing of anticipated demolition debris indicates that debris will not be special waste because of lead content.

1.2 RELATED DOCUMENTS

- A. General Bidding Information, General Conditions of the Contract, Supplementary Conditions of the Contract, and Additional Conditions of the Contract apply to this Section. Note also all Addenda.
- B. The following sections specify demolition work:
 - 1. 02050 Demolition of Existing Structures
 - 2. 02080 Removal of Asbestos-Containing Materials
 - 3. 02084 Removal of Cement Board
 - 4. 02085 Disposal of Asbestos-Containing Materials

1.3 GENERAL CONDITIONS

- A. The Contractor is expected to comply with all applicable laws and regulations pertaining to work practices, protection of workers, visitors to the site, and persons occupying areas adjacent to the site.
- B. The Contractor shall have on site a "competent person" as defined by OSHA.

1.4 FLUORESCENT LIGHT BALLASTS

- A. Ballasts with labels clearly stating "no PCBs" or the equivalent may be considered PCB free.
- B. Ballasts with no labels or which are not enumerated above should be assumed to be PCB-containing. The Contractor shall inform the Owner of any suspected PCB-containing ballasts and shall set them aside in a location designated by the Construction Manager. The contractor will be responsible for testing the ballasts for PCBs and disposing of any that test positive. The Contractor will also be responsible for disposing of ballasts that do not contain PCBs.

1.5 UNIVERSAL WASTES

- A. The Contractor shall comply with the State of Connecticut "Universal Waste Rule", RCSA 22a-449(c)-113, as it applies to:
 - 1. Batteries.
 - 2. Mercury-containing thermostats and switches.
 - 3. Certain pesticides.
 - 4. Fluorescent, neon, and mercury vapor lamps.
 - 5. Used electronics.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01010

SECTION 02050 - DEMOLITION OF EXISTING STRUCTURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work

1. This Section specifies the labor, materials, equipment, and incidentals required for the demolition, relocation, and/or disposal of all structures, building materials, equipment, and accessories to be removed as specified herein.
2. There may be existing and active storm water, wastewater, water, and other facilities on site. It is essential that these facilities, when encountered, remain intact and in service during the proposed demolition. Consequently, the Contractor shall be responsible for the protection of these facilities and shall diligently direct all his activities toward maintaining continuous operation of the existing facilities and minimizing operational inconvenience. The existing building is served by a subsurface sewage disposal system consisting of a sewage tank; pump chamber and leaching system with related piping. It is crucial that these systems are protected during building demolition so that they can be reused for the anticipated future building that will be constructed. The existing system is also served by an existing well which must also be protected for future use.
3. Demolition generally includes:
 - a. Complete demolition and removal of manholes, valve vaults, wet wells, piping, and mechanical and electrical equipment related to the Work.
 - b. Complete demolition and removal of all above and below ground structures, concrete slabs and foundations, vaults, and underground utilities (electrical, etc.).
 - c. All material, equipment, rubble, debris, and other products of the demolition shall become the property of the Contractor for his disposal off-site in accordance with all applicable laws and ordinances at the Contractor's expense. The sale of salvageable materials by the Contractor shall only be conducted off-site. The sale of removed items on the site is prohibited. It is the intent of the Town to salvage a portion of beams, columns, exterior siding and framing members for the reuse of these items in the construction of the new building. The contractor must work with the Town in the selection of these items and their removal from the building footprint. All salvaged items will be left at the site there is no need to transport them off site. It is the intent of the Town not to delay or increase the cost of the demolition of this building in the process of salvaging these items. The Town will only salvage items that can easily be extracted from building. All salvaged items must be environmentally clean as it pertains to asbestos and other related contaminants which is part of the scope of this project already.
4. The Contractor shall visit the site; determine the extent of the Work, the extent of work affected therein, and all conditions under which he/she is required to perform the various operations.
5. The Contractor shall fill and compact all voids left by the removal of pipe, structures, etc. with materials described herein to a grade that will provide for positive drainage of the disturbed area to drain run-off in direction consistent with the surrounding area. The Town will provide all fill materials to the site as needed to complete this work. Compaction of fill shall match the compaction of adjacent undisturbed material.

1.02 QUALITY ASSURANCE

- A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for performing the Work and shall furnish a copy of same to the Owner prior to commencing the Work. The Contractor shall comply with the requirements of the permits.
- B. Notices: Contractor shall issue written notices of planned demolition to companies or local authorities owning utility conduit, wires, or pipes running to or through the project site. Copies of said notices shall be submitted to the Owner.
- C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, water, electrical, telephone, or sewer service to remove any equipment in the structures to be demolished and to remove, disconnect, cap, or plug their services to facilitate demolition.
- D. Contractor shall notify the Owner in writing prior to beginning any demolition work.

1.03 SUBMITTALS

- A. Submittals shall be submitted to the Owner for review and acceptance prior to construction.
- B. Submit to the Owner for approval, 2 copies of proposed methods and operations of demolition or relocation of the structures specified below prior to the start of Work. Include in the schedule the coordination of shut-off, capping, and continuation of utility service as required.
- C. Provide a detailed sequence of demolition and removal work to ensure the uninterrupted progress of the Owner's operations.
- D. Before commencing demolition work, all structure relocation, bypassing, capping, or modifications necessary will be completed. Actual work will not begin until the Owner has inspected and approved the prerequisite work and authorized commencement of the demolition work.

1.04 SITE CONDITIONS

- A. Prior to demolition, the Contractor shall obtain written verification from the utility owner(s) that the existing utilities, including storm water, wastewater, and/or water facilities, are not operational and are ready for demolition.
- B. The Owner assumes no responsibility for the actual condition of the structures to be demolished or relocated.
- C. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations within the site may occur prior to the start of demolition work.
- D. No additional payment will be made for pumping or other difficulties encountered due to water.
- E. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information regarding obstructions either revealed or not revealed; and that he shall have no claim for relief from any obligation or responsibility under this Contract in case the location, size, or character of any pipe or other underground structure is not as indicated on any documents provided by the Owner.

1.05 RESTRICTIONS

- A. No building, tank or structure, or any part thereof, shall be demolished until an application has been filed by the Contractor with the Building Department and a permit issued if a permit is required. The fee for this permit shall be the Contractor's responsibility. Demolition shall be in accordance with applicable provisions of the Building Code of the State of Connecticut.
- B. No explosives shall be used at any time during the demolition. No burning of combustible material will be allowed.
- C. Contractor shall notify the Owner prior to beginning any demolition work.

1.06 DISPOSAL OF MATERIAL

- A. All salvageable or useable material or equipment to be retained by the Owner shall be moved to a designated area by Contractor for pick up by Owner. The Contractor shall promptly remove all other materials from the site.
- B. All materials not retained by the Owner shall become the Contractor's property and shall be removed off-site.
- C. The on-site storage of removed items is prohibited by the Owner. Off-site sale of salvageable material by the Contractor is acceptable.

1.07 TRAFFIC AND ACCESS

- A. Conduct work to ensure minimum interference with on-site and off-site roads, streets, sidewalks, and occupied or used facilities.
- B. Do not close or obstruct streets, sidewalks, or other occupied or used facilities without permission from the Owner. Provide alternate routes around closed or obstructed traffic in access ways.

1.08 PROTECTION

- A. Conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, roadways, other facilities, and persons. Provide interior and exterior shoring, bracing, or support to prevent movement or settlement or collapse of structures to be demolished and adjacent facilities to remain.

1.09 DAMAGE

- A. Promptly repair damage caused to adjacent facilities by demolition operations as directed by the Owner at no cost to the Owner.

1.10 UTILITIES

- A. Maintain existing utilities as directed by the Owner to remain in service and protect against damage during demolition operations. This includes but is not limited to Well and the entire subsurface sewage disposal system.
- B. Do not interrupt existing utilities serving occupied or operational facilities, except when authorized by Owner. Provide temporary services during interruptions to existing utilities as acceptable to the Owner.
- C. The Contractor shall cooperate with the Owner to shut off utilities serving structures of the existing facilities as required by demolition operations.

- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the interruption of all public and private utilities or services.
- E. All utilities being abandoned shall be terminated at the service mains in conformance with the requirement of the utility companies or the municipality owning or controlling them.

1.11 EXTERMINATION

- A. If required, before starting demolition, the Contractor shall employ a certified rodent and vermin exterminator and treat the facilities in accordance with governing health laws and regulations. Any rodents, insects, or other vermin appearing before or during the demolition shall be killed or otherwise prevented from leaving the immediate vicinity of the demolition work.

1.12 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust rising and scattering in the air to the lowest level of air pollution practical for the conditions of work. The Contractor shall comply with the governing regulations. Water supply is accessible at the adjacent building north of this property.
- B. Clean adjacent structures and improvements of all dust and debris caused by demolition operations as directed by the Owner. Return areas to conditions existing prior to the start of Work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SEQUENCE OF WORK

- A. The sequence of demolition and relocation of existing facilities shall be in accordance with the approved schedule.

3.02 REMOVAL OF EXISTING PROCESS EQUIPMENT, PIPING, AND APPURTENANCES

- A. Equipment to be retained by the Owner will be designated for retention by the Owner mutually with the contractor during the demolition process. All other process equipment, non-buried valving and piping, and appurtenances shall be removed from the site.

3.03 DEMOLITION PROCEDURES

The Contractor shall adhere to the following demolition procedures:

- A. TO BE DEMOLISHED: Demolition shall be the breaking up, cutting, filling of any holes resulting, final grading of the area, performing any other operations required, and the removal from the site of all structures and equipment (structures, substructures, floor slabs, equipment, tanks, pipes, fittings, electrical systems, light poles, wiring, underground conduits and wiring, isolated slabs, and sidewalks). All pieces of concrete, metal, and any other demolished material shall be removed completely. Broken pieces of concrete may be size reduced by an on-site crusher, but in any event must be removed from the project site. No onsite processing of materials will be allowed other than what comes out of the demolition of this building.

Before commencing structural demolition, remove all mechanical, electrical, piping, and miscellaneous appurtenances. Completely remove the structure by thoroughly breaking up concrete and rubble into pieces.

- B. PIPING TO BE REMOVED: Pipe (and conduit) shall be drained and the contents properly disposed. The pipe (or conduit) shall then be completely removed from the site, including fittings, valves, and other in-line devices. Connections to existing piping to remain shall be plugged by mechanical means (M.J. plugs, tie-rods, or thrust blocks).

3.04 DEWATERING OF EXISTING PROCESS UNITS AND DISPOSAL OF RESIDUE

The Contractor shall notify the Owner prior to beginning the dewatering work on any existing process units which contain wastewater, grit, or sludge. The Contractor, at his own expense, shall remove the entire contents of each structure and dispose off site. The proper transport and disposal of all residues shall remain the responsibility of the Contractor.

END OF SECTION 02050

SECTION 02080 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section applies to the removal of more than 3 linear or 3 square feet of friable asbestos-containing building materials (ACBM) or non-friable ACBM that may be broken, crumbled, pulverized, or otherwise reduced to powder during handling.

1.2 RELATED DOCUMENTS

- A. The conditions of Section 01010 - Summary of Work - and Section 02085 - Disposal of Asbestos-Containing Materials - apply to this Section.

1.3 GENERAL CONDITIONS

- A. Additional regulatory requirements pertaining to the work of this Section include:
 - 1. US Occupational Safety and Health Administration (OSHA)
Construction Standards for Asbestos
29 CFR 1926.1101
 - 2. US Environmental Protection Agency (EPA)
National Emission Standard for Asbestos (NESHAP)
40 CFR 61, Subpart M
 - 3. CT Department of Public Health
Standards for Asbestos Abatement
RCSA 19a-332a-1 through 19a-332-16
 - 4. CT Department of Public Health
Licensure and Training Requirements for Persons Engaged in Asbestos Abatement and Consultation Services
RCSA 20-440-1 through 20-440-9 and 20-441
 - 5. US Occupational Safety and Health Administration (OSHA)
Respiratory Protection
29 CFR 1910.134
 - 6. US Occupational Safety and Health Administration (OSHA)
Sanitation
29 CFR 1926.51
- B. Deviations from these specifications shall require the written approval of the Owner.

1.4 SUBMITTALS, NOTICES, AND MEETINGS

- A. Prior to commencement of work there shall be a pre-abatement meeting attended by representatives of the Owner, the Contractor, and the Project Monitor to receive pre-work submittals and to discuss schedule and work practices.
- B. Before beginning work, submit the following to the Owner:
 - 1. A work schedule, including start date and target date for post-abatement air sampling, at least two weeks before commencing work.
 - 2. A copy of the written notification provided to the rental company, if rental equipment is to be used in work areas or to transport waste materials, informing them of the nature of use of the rented equipment.
- C. While work is in progress, post the following:

1. Signs which meet the requirements for an OSHA regulated area at all approaches to the work areas. Signs shall be posted a sufficient distance from the work area to permit a person to read the sign and take precautionary measures to avoid exposure to asbestos.
 2. Decontamination and work procedures to be followed by workers in the equipment room and the clean room.
 3. Log of work area access at each work area entrance to be signed by each person entering and leaving the work area.
- D. At project completion, submit the following documentation to the Owner:
1. The methodology and results of all air sampling conducted by the Contractor.
 2. A complete list of the names and social security numbers of asbestos abatement workers, asbestos abatement site supervisors, and other agents involved in the asbestos abatement activity and working for the Contractor and other individuals entering the enclosed work area.
 3. The log of control of access to the work area.
 4. Records of compliance with regulatory requirements.

1.5 ALTERNATIVE WORK PRACTICES

- A. Alternative work practices approved in accordance with Connecticut Standards for Asbestos Abatement will be considered by the Owner. Request for approval of alternative work practices must be made to the Department of Public Health (DPH) on forms prescribed by the Commissioner. Copies of approved requests must be submitted to the Owner.
- B. Alternative work practices may not be used before copies of DPH approval have been received by the Owner.

1.6 SEQUENCE OF WORK

- A. The following sequence of work shall apply to each work area:
 1. Removal of movable objects by Contractor.
 2. Work area preparation by Contractor.
 3. Inspection and approval by Project Monitor.
 4. Removal of ACBM and clean-up by Contractor.
 5. Visual inspection by Project Monitor.
 6. Application of encapsulant by Contractor.
 7. Post-abatement air testing by Project Monitor.
 8. Final clean-up by Contractor.
 9. Disposal of ACBM and waste by Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide all materials needed to carry out the specified work.
- B. Plastic sheet shall be polyethylene of four (4) mil or six (6) mil thickness as specified. The length and width of plastic sheeting shall be the largest available that will minimize the frequency of joints.

- C. Tape shall be 2 inches in width with an adhesive which is formulated to aggressively stick to sheet polyethylene and to finished or unfinished surfaces of dissimilar materials under both dry and wet conditions, including use of amended water.
- D. Surfactant (wetting agent) shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one (1) ounce surfactant to five (5) gallons of water or as directed by manufacturer.
- E. Labels and signs, as required, shall be commercially printed using water-proof ink. Signs shall be printed in English. Signs shall also be printed in appropriate other languages if there are non-English speaking workers on the job.
- F. Glovebags shall be made of six (6) mil polyethylene plastic and shall not have a seam on the bottom.
- G. Mastic removal solvents shall be low odor types with no known or suspected human carcinogens as ingredients.

2.2 TOOLS AND EQUIPMENT

- A. Provide all tools and equipment needed to carry out the specified work.
- B. Spray equipment shall be capable of mixing wetting agent with water and capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas with asbestos.
- C. Air monitoring equipment shall be of type and quantity to monitor operations and conduct personnel exposure measurements per OSHA requirements.
- D. Shower stalls and plumbing shall conform to OSHA requirements.
- E. HEPA air filtering equipment shall meet ANSI Z9.2-1979 requirements and be of sufficient capacity to meet the requirements of Connecticut Standards for Asbestos Abatement and OSHA Construction Standard for Asbestos. Automatic shutdown of system and/or warning lights to indicate improper pressure drop across filters shall be incorporated into equipment to prevent operation if filters are overloaded or ruptured.

PART 3 - EXECUTION

3.1 DECONTAMINATION SYSTEMS

- A. All work areas shall be equipped with a worker decontamination enclosure consisting of a clean room, a shower room, and an equipment room. Each room shall be separated from the adjacent room or the work area by airlocks. The clean room shall be equipped with suitable hooks, lockers, or shelves for workers to store personal articles and clothing. The shower room shall be contiguous to the clean room and equipment room and shall contain a sufficient number of showers to satisfy the requirements of OSHA Sanitation Standards. Warm water shall be supplied to the showers. The equipment room shall be situated between the shower room and the work area.
- B. Where feasible, the worker decontamination enclosure shall be adjacent to the work area. In situations where it is not possible to establish an enclosure contiguous to the work area, a remote enclosure shall be established and operated in conformance with OSHA Construction Standards for Asbestos.

- C. No person, equipment, or waste shall leave the work area unless first decontaminated by showering, wet washing, or HEPA vacuuming to remove all asbestos debris. No asbestos contaminated materials or persons shall enter the clean room.

3.2 PERSONNEL PROTECTION

- A. All feasible combinations of engineering controls, work practices, and personal protective equipment and devices shall be used to reduce exposure of people to airborne asbestos.
- B. All persons potentially exposed to asbestos shall wear prescribed protective clothing and respirators until the asbestos removal areas have passed air testing.
- C. The Contractor shall ensure that no employee is exposed to an airborne concentration of asbestos materials in excess of 0.1 fibers per cubic centimeter of air as an eight hour time weighted average. The Contractor shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 1.0 fiber per cubic centimeter of air as averaged over a sampling period of thirty minutes.
- D. Proper respiratory protection shall be used as required by OSHA Construction Standards for Asbestos and Respiratory Protection Standards.
- E. Disposable clothing such as coveralls or similar whole body clothing, head coverings, gloves, and foot coverings shall be provided and worn by personnel in work areas. Protective clothing shall be impermeable to airborne asbestos fibers. Such clothing is typically made from Tyvek^(TM) material. Protective clothing shall be disposed of as contaminated waste.
- F. Each worker and authorized visitor shall remove street clothes in the clean change room and put on an approved respirator with new filters, and clean protective clothing before entering the equipment room or the work area.
- G. When leaving the work area, each worker and authorized visitor shall vacuum gross contamination from clothing before leaving the work area; proceed to the equipment room and remove all clothing except the respirator; proceed to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator; thoroughly shampoo and wash themselves; remove filters and wet them and dispose of filters in the container provided for the purpose; and wash and rinse the inside of the respirator. Following showering and drying off, each worker and authorized visitor shall go directly to the clean room and dress in street clothes.
- H. In situations where a remote worker decontamination enclosure is used, personnel shall be directed to remove visible asbestos debris from their persons by HEPA vacuuming prior to donning clean disposable coveralls while still in the work area, and proceeding directly to the decontamination enclosure to shower and change clothes.
- I. Workers removing waste containers and equipment from the clean room shall enter from outside wearing a respirator and dressed in clean disposable coveralls. The color of the disposable clothing worn outside the work area shall be a different color from the disposable clothing worn inside the work area.
- J. Workers shall not eat, drink, smoke, or chew gum or tobacco while in the work area.

3.3 WORK AREA PREPARATION

- A. HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports where asbestos-containing materials may be disturbed.

- B. Separate parts of the building required to remain in use from parts of the building that will undergo asbestos abatement by means of airtight barriers attached securely in place. Use code conforming framing to supply sufficient support to ensure the barrier remains intact during the abatement activities.
 - C. Shut down and isolate heating, cooling, and ventilation air systems within the work area to prevent contamination and fiber dispersal to other areas of the structure. During the work, vents within the work area shall be sealed with tape and polyethylene sheeting.
 - D. Pre-clean movable objects within the work area using HEPA vacuum equipment and/or wet cleaning methods as appropriate, and remove such objects from work areas to a temporary location.
 - E. Pre-clean fixed objects within the work area, using HEPA vacuum equipment and/or wet cleaning methods as appropriate, and enclose with a minimum of two layers of six (6) mil polyethylene sheeting sealed with tape.
 - F. Where carpet-to-remain is present, such carpeting shall be thoroughly cleaned using HEPA vacuum equipment.
 - G. Clean the work area using HEPA vacuum equipment or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
 - H. Seal off all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grills, diffusers, and any other penetration of the work areas, with polyethylene sheeting of at least six (6) mil thickness sealed with tape. Doorways and corridors which will not be used for passage during work must be sealed.
 - I. Cover floor and wall surfaces, as appropriate, with polyethylene sheeting sealed with tape. Use a minimum of two (2) layers of four (4) mil polyethylene on walls and six (6) mil polyethylene on floors. Cover floors first so that polyethylene extends at least twelve (12) inches up on walls, then cover walls with polyethylene sheeting to the floor level, thus overlapping the floor material by a minimum of twelve (12) inches.
 - J. Construct airlocks at entrances to and exits from the work areas. Provide clear polyethylene vision ports where appropriate for inspection.
 - K. Maintain emergency and fire exits from the work area, or establish alternative exits satisfactory to fire officials.
 - L. Construct Decontamination System using suitable building code conforming framing. Portable pre-fab units, if utilized, must be submitted for review and approval by the Owner before start of construction.
 - M. Create a pressure differential between work area and occupied areas by the use of high efficiency particulate (HEPA) filtration systems. The equipment shall be sized to provide four (4) air changes per hour in the work area. No air movement system or air filtering equipment shall discharge asbestos fibers or unfiltered air outside the work area.
- 3.4 ASBESTOS REMOVAL
- A. Visually inspect enclosures at the beginning of each work period. Use chemical test smoke methods to test effectiveness of barriers when directed by the Project Monitor.
 - B. During the removal operations, exposed, dry material shall be wetted immediately with amended water.

- C. Following proper wetting, asbestos-containing material shall be carefully removed by hand using scrapers or other suitable tools or by wet vacuuming using a HEPA-filtered wet vacuum system.
- D. In order to maintain indoor asbestos concentrations at a minimum, the wet asbestos must be removed in manageable sections. Materials shall not be allowed to dry out. Material drop shall not exceed 8 feet. For heights up to 15 feet, provide inclined chutes or scaffolding to intercept drop. For heights exceeding 15 feet, provide enclosed dust-proof chutes.
- E. Contamination of the work area floors, the exterior of disposal containers, and other surfaces shall be kept to a minimum and in no case should material be allowed to dry unless it is totally within a closed disposal container.
- F. Use of glovebags to remove plaster pipe fitting insulation shall be in accordance with OSHA Construction Standards for Asbestos. Cut 1" minimum beyond asbestos-containing pipe joint, elbow or valve insulation. Inspect adjacent non-asbestos insulation and remove all contamination materials.
- G. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed using a nylon brush, and wet wiped and sponged or cleaned by an equivalent method to remove all visible material. During this work the surfaces being cleaned shall be kept wet.
- H. After approval by the Project Monitor following visual inspection, apply an encapsulant to all surfaces from which asbestos-containing material has been stripped. If the substrate surface is very rough so that all fibrous material cannot be totally removed, the encapsulant shall be a bridging type.
- I. If the Project Monitor suspects contamination of areas outside the work area, stop all abatement work and take steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and visual inspections certify decontamination.

3.5 WASTE AND EQUIPMENT REMOVAL PROCEDURES

- A. Place all removed ACM and waste into disposal bags. Twist neck of bag, bend over, and seal with minimum three wraps of duct tape.
- B. Clean surfaces of contaminated containers and equipment thoroughly by vacuum and wet sponging or wiping before moving such items into the decontamination enclosure for final cleaning and removal to uncontaminated areas.
- C. Where the configuration of the equipment, supplies, or materials is such that decontamination and cleaning free of asbestos debris is neither possible nor feasible, the object shall be thoroughly wrapped in a minimum of two layers of six (6) mil polyethylene sheeting with all joints, seams, and overlaps sealed with tape.
- D. HEPA-filtered vacuum cleaners shall be emptied of collected asbestos waste contents prior to removal of the equipment from the work area.
- E. All pre-filters in the air filtration devices shall be removed prior to removal of the unit from the work area. The air filtration device shall be damp cleaned completely inside and out. The equipment shall be wrapped in polyethylene sheeting prior to removing it from the work area. The replacement of filters shall occur prior to the beginning of the next asbestos abatement project after installation of containment barriers.

- F. Pass waste and equipment to clean room to workers who have entered from uncontaminated areas dressed in clean coveralls. Ensure that these workers do not enter the washroom or the work area from uncontaminated areas.

3.6 CLEAN-UP AND VISUAL INSPECTION

- A. Remove visible accumulation of asbestos material and debris.
- B. Clean all surfaces with a HEPA filtered vacuum then wet clean. Wait twenty-four (24) hours to allow for settlement of dust, and then vacuum and wet clean again.
- C. Following this cleaning, the Project Monitor shall visually inspect the work area. If the Project Monitor finds visible accumulations of dust or bulk asbestos-containing materials, reclean the work area.
- D. Remove the outer layer of polyethylene from walls and floors. Negative air pressure systems and decontamination enclosure systems shall remain in place.
- E. Wet wipe second layer of polyethylene sheeting.
- F. Remove the second layer of polyethylene sheeting, but do not remove the polyethylene over the windows, doors, HVAC vents or between the work area and other areas of the building. Negative air pressure systems and decontamination enclosure systems shall remain in place.

3.7 AIR MONITORING AND FINAL CLEARANCE

- A. Air sampling shall be conducted by the Contractor, as necessary, to assure that workers are using appropriate respiratory protection.

Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours and be available for review until the job is complete. Upon completion of the job, these are to be forwarded to the Owner for inclusion with project records.

Documentation of sample analysis must include as a minimum: sample identification; total sample duration; sample flow rate; total air volume; total fibers counted; total fields counted; and calculated fiber concentration.

- B. The Project Monitor shall conduct an air sampling program for the Owner's protection and for those who use the premises.

The following schedule shall be utilized for air sampling during the project:

Pre-abatement sampling - A sufficient number of air samples shall be collected prior to the start of abatement activities in order to determine prevalent airborne concentrations. Samples are to be taken both inside and outside of the work area and buildings to establish existing levels under normal activity conditions.

Sampling during the abatement project - Decision on the number of samples is to be made by the Project Monitor. The following are recommended minimums:

1. 2 Area Samples (outside the work area in uncontaminated areas of the building; one of these shall be at the entrance to the worker decontamination enclosure)
2. 1 Area Sample (outside the building)
3. 1 Area Sample (at the exhaust of ventilation equipment)

- C. The Project Monitor shall conduct post-abatement air testing to certify completion of the clean-up.

For contained areas from which less than 1500 square feet or 500 linear feet of asbestos-containing material is removed, the Contractor is required to clean the work area to achieve a level of total fiber concentration not to exceed 0.01 fibers per cubic centimeter of air as aggressively sampled and analyzed according to NIOSH method 7400. The asbestos abatement project shall be cleared for reoccupancy when the concentration of fibers in each of five (5) samples collected within the work area is less than or equal to 0.01 fibers per cubic centimeter of air.

For contained areas from which 1500 or more square feet or 500 or more linear feet of asbestos-containing material is removed, the Contractor is required to clean the work areas to achieve a level of asbestos structure concentration, measured with Transmission Electron Microscopy (TEM), as outlined in Connecticut Asbestos in Schools regulations and Connecticut Standards for Asbestos Abatement.

3.8 FINAL CLEAN-UP

- A. Remove all remaining polyethylene from windows, doors, and HVAC vents. Remove barriers separating the work area from other areas of the building.

END OF SECTION 02080

SECTION 02084 - REMOVAL OF CEMENT BOARD

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section covers removal of asbestos-containing cement board panels from exterior walls.

1.2 RELATED DOCUMENTS

- A. The conditions of Section 01010 - Summary Work - and Section 02085 - Disposal of Asbestos-Containing Materials - apply to this Section.

1.3 SUBMITTALS AND NOTICES

- A. Before beginning work submit the following to the Owner:
 - 1. Work schedule to the Owner which includes a specific start date and an estimated completion date. Submission must be made at least one week before the work commences.
- B. After completion of work submit the following to the Owner:
 - 1. List of workers with name, social security number, and employer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide all materials needed to carry out specified work.
- B. Polyethylene sheeting shall be at least six (6) mil thick.
- C. Duct tape shall be 2 inch width with an adhesive which is formulated to aggressively stick to sheet polyethylene and painted cement block surfaces.

2.2 EQUIPMENT

- A. Provide all equipment and tools needed to carry out the specified work.

PART 3 - EXECUTION

3.1 REMOVAL OF CEMENT BOARD PANELS

- A. Other materials may require removal or demolition to make this material accessible. **DO NOT DAMAGE CEMENT BOARD PANELS DURING SUCH WORK.**
- B. Establish a regulated area as required by OSHA.
- C. Use duct tape and plastic sheeting to seal all openings into the interior of the building before removing exterior asbestos-containing cement board panels.
- D. Keep panels wet. Do not allow visible emissions into the air.
- E. Carefully remove screws, nails, caulking and retaining strips on outside of panels. Remove panels whole to the extent possible and place directly into disposal packaging. **AVOID BREAKING UNITS. DO NOT SAND, SAW, OR DRILL UNITS.** Do not throw units onto ground.

E. Immediately package panels for disposal.

END OF SECTION 02084

SECTION 02085 - DISPOSAL OF ASBESTOS-CONTAINING MATERIALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section covers disposal of asbestos-containing materials and asbestos-contaminated waste.

1.2 RELATED DOCUMENTS

- B. The conditions of Section 01010 - Summary of Work - apply to this Section.

1.3 GENERAL CONDITIONS

- A. Additional regulatory requirements pertaining to the work of this Section include:
 - 1. US Department of Transportation (DOT)
Hazardous Materials Regulations
49 CFR 171-177 (Subchapter C)

1.4 SUBMITTALS AND NOTICES

- A. Before beginning work:

If the disposal site is located in Connecticut, submit notification to the following agency at least 25 days before work commences:

- 1. Bureau of Waste Management
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

If the disposal site is located outside Connecticut, notification and other requirements of the State in which the disposal site is located must be submitted.

- B. After completion of work:

Submit executed chain-of-custody transport and disposal documents.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide all materials needed to transport and dispose of removed asbestos-containing materials and asbestos-contaminated waste.
- B. Polyethylene bags shall be six (6) mil thick with leak-tight seams.
- C. 50-gallon or 55-gallon fiber drums shall have air-tight sealable tops.
- D. Polyethylene sheeting shall be at least six (6) mil thick.
- E. Plastic bags, fiber drums, and sheet wrapped materials shall be labeled as follows:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST
RQ, Asbestos Waste, 9
Mixture, NA-2212, PG III
Abandoned House
33 Route 37
New Fairfield, CT

- F. Duct tape shall be 2 inch width with an adhesive which is formulated to aggressively stick to sheet polyethylene.

PART 3 - EXECUTION

3.1 PACKAGING OF ACBM

- A. Place material into disposal bag, twist neck of bag, bend over and seal with minimum three wraps of duct tape.
- B. Place sealed bag into a second bag or fiber drum. More than one bag may be placed into each drum.
- C. Seal bags or drums.

3.2 PACKAGING OF CEMENT BOARD

- A. If cement board units will fit into bags, follow 3.1.
- B. If units are longer than bags, put a second bag over the unit in opposition to the first bag and seal the bag overlap with duct tape.
- C. If the units will not fit into available bags, wrap the units with two layers of plastic sheeting and seal with duct tape.

3.3 DISPOSAL OF MATERIALS

- A. Do not store material outside of the work area. Take packaged material from the work area directly to the transport container. Transport container must be a sealed truck or front loading, roofed dumpster.
- B. Transport material to authorized dump site for disposal.
- C. Generate chain-of-custody disposal documents and shipping papers in compliance with EPA and DOT regulations.

END OF SECTION 02085