

Bolton Public Schools

72 Brandy Street
Bolton, CT 06043

Bolton Center School Vinyl Tile/1st Floor Classrooms Asbestos Abatement Request for Proposal

February 12, 2018

Bid Proposal # 1718-02-Asbestos Abatement

District Contact:
Bolton Public Schools
Ray Boyd, Director of Operations
Phone: 860-539-5029
E-mail: rboyd@boltonct.org

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REQUEST FOR PROPOSALS - BOLTON CENTER SCHOOL, VINYL TILE/1ST FLOOR CLASSROOMS
ASBESTOS ABATEMENT

1.0 INVITATION TO BID

1.1 BID ACCEPTANCE

Bolton Board of Education, hereby referred to as “District”, will accept sealed responses (“Bids”) to this Request for Proposals (RFP) for Vinyl Tile/1st Floor Classrooms Asbestos Abatement project which comply with the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, Work Plan, and Products and Services Specifications set forth below and submitted to the District at the following address:

Bolton Board of Education
72 Brandy Street
Bolton, CT 06043
Attention: Superintendent

Bolton Center School - Vinyl Tile/1st Floor Classrooms Asbestos Abatement - Bid

1.2 INTENT TO BID FORM

All Bidders **must complete and submit** the Intent to Bid Form, in the form of Appendix A, **no later than February 19, 2018**. The Bidder shall be responsible for the timely delivery of the Intent to Bid Form. The Bidder shall make no additional stipulations on the Intent to Bid Form or qualify their Bid in any other manner.

The Intent to Bid Form must be completed and returned via mail, fax or email to the District no later than 3:30 PM on February 19, 2018 or can be submitted in person to Ray Boyd on February 19, 2018, immediately prior to 4:00 PM and the walkthrough.

Bolton Board of Education
Office of the Superintendent
72 Brandy Street
Bolton, CT 06043
Attn: Ray Boyd
Fax: 860-647-8452
Email: rboyd@boltonct.org

1.3 PROJECT WALKTHROUGH (MANDATORY)

All Bidders **are required to attend a walkthrough meeting** at the building where the Vinyl Tile/1st Floor Classrooms Asbestos Abatement will be conducted. The walkthrough meeting will begin promptly at the time specified whereby all contractors can walk the areas associated with the scope of work regarding the Vinyl Tile/1st Floor Classrooms Asbestos Abatement project. All questions must be submitted in writing via email to the Bolton Board of Education and ATC Group Services. The potential bidders will be required to perform their own measurements of each area during the walkthrough. The walkthrough meeting is scheduled for **4:00 PM on February 19, 2018**, at the Bolton Center School (Main Entrance), 108 Notch Road, Bolton, CT 06043.

1.4 PREVAILING WAGE REQUIREMENTS

To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

1.5 To the extent required pursuant to Connecticut General Statute Section 31-53b, the contractor shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

1.6 PERFORMANCE BOND

To the extent required pursuant to Connecticut General Statute Section 49-41, all bidders shall furnish to the Bolton Board of Education on or before the award date, a bond in the amount of the contract which shall be binding upon the award of the contract to the successful bidder, with a surety or sureties satisfactory to the officer awarding the contract, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person, provided no such bond shall be required to be furnished (1) in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which such general bid is submitted is less than one hundred thousand dollars, (2) in relation to any sub-bid in which the total estimated cost of labor and materials under the contract with respect to which such sub-bid is submitted is less than one hundred thousand dollars, or (3) in relation to any general bid or sub-bid submitted by a consultant, as defined in section 4b-55. Any such bond furnished shall have as principal the name of the person awarded the contract.

1.7 The requirements of Sections 1.4, 1.5 and 1.6 shall be incorporated into the Contract, as applicable.

2.0 BIDDER INSTRUCTIONS

Direct any and all questions regarding the process and submission of a bid to Ray Boyd, Director of Operations, at rboyd@boltonct.org and Scott Johnson, Operations Manager (ATC), at scott.johnson@atcassociates.com no later than **12:00 PM on February 23, 2018**. Questions or requests received after this time will not be considered. Please include the bid project name in the subject of all correspondence.

2.1 BID OPENING

All Bid responses to this RFP must be in triplicate in a sealed opaque envelope labeled as follows: *Bolton Center School - Vinyl Tile/1st Floor Classrooms Asbestos Abatement - Bid* and received by **12:00 PM on March 6, 2018** at Bolton Board of Education, 72 Brandy Street, Bolton, CT 06043.

2.1.1 No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

2.1.2 No Bids will be accepted or considered after 12:00 PM on **March 6, 2018**.

2.1.3 The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for receipt of the Bid.

2.1.4 All timely submitted Bids received by the District will be publicly opened at the Bolton Board of Education Conference Room at 72 Brandy Street, Bolton, CT 06043 at **12:30 PM on March 6, 2018**.

2.1.5 If the Board of Education is closed due to unforeseen circumstances on the bid opening date, Bids will be due at the same time on the next day that the District is open.

2.2 CLARIFICATIONS AND CORRECTIONS

Direct any and all questions **regarding the work to be performed or the specifications and work plan** per this RFP by email to: Ray Boyd, Director of Operations at: rboyd@boltonct.org and Scott Johnson,

Operations Manager (ATC) at: scott.johnson@atcassociates.com no later than **2:00 PM on February 23, 2018**. Questions or requests received after this time will not be considered. The resulting answers, along with the questions, shall be forwarded by 4:00 PM on February 27, 2018 to all Bidders who have timely submitted the Intent to Bid Form. Any clarifications or modifications to the specifications for the RFP will be issued by the District in the form of an addendum posted to the district and DAS websites. Any addendum issued prior to the Bid Opening will become part of the specifications and a copy will be sent to all Bidders who have timely provided an Intent to Bid Form. No verbal statements by the District will be considered as binding or enforceable against the District.

2.3 GENERAL REQUIREMENTS

- 2.3.1 The District or its representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.
- 2.3.2 This RFP for Vinyl Tile/1st Floor Classrooms Asbestos Abatement is not an offer to enter into a contract, but rather a solicitation for Bids.

2.4 BID IDENTIFICATION REQUIREMENTS

The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

- 2.4.1 The Bidder shall complete and submit, along with the Bid, a Bid Certification Form, Appendix B, in long hand, in ink, by an authorized representative.
- 2.4.2 The Bidder shall complete and submit, along with the Bid, a Bid Form, Appendix E, summarizing the details of the Bid and the number of containments you will be using.
- 2.4.3 The submitted Bid shall include a list of at least four (4) references, including contact name and telephone number, one (1) of which must be a school (preferably a public school), for similar work performed within the past three (3) years.
- 2.4.4 The submitted Bid shall include the Bidder's project implementation schedule, including the timeline for completing the work, the proposed staffing, number of containments, and if the Bidder intends on using subcontractors, the proposed subcontractors, as described in more detail in Section 5.1.2.
- 2.4.5 The submitted Bid shall include a copy of the form of a certificate of insurance, demonstrating that the bidder has the insurance coverage required by Section 6.1.12 of this RFP.
- 2.4.6 The Bidder shall complete and submit, along with the Bid, completed forms in, Appendix C and D, in long hand, in ink, by an authorized representative.

2.5 DEFINITIONS

The foregoing definitions are made available for the purpose of this RFP only.

- 2.5.1 Bolton Board of Education – District.
- 2.5.2 Bidder(s) – Business Entities and/or Person(s) submitting the Bid.
- 2.5.3 Bid(s) – A complete and properly executed proposal to perform the Scope of Work, or designated portion thereof, for the sums stated within the Bid.
- 2.5.4 Base Bid – The sum stated in the Bid for which the Bidder offers to perform the Scope of Work.
- 2.5.5 Contract – The document that the selected vendor/contractor executes with the Board to provide

services that are described in this RFP. The Contract shall include the Scope of Work. The main provisions of the Contract are in Section 6 of this RFP.

2.5.6 Scope of Work – The scope of work described in this Request for Proposals and the Project Specification and Work Plan.

2.5.7 Selected Vendor/Contractor – The successful Bidder(s) who executes a Contract with the District.

3.0 GENERAL CONDITIONS

3.1 RIGHTS OF ACCEPTANCE OR REJECTION

The Board reserves the right to waive technical defects in Bids, to reject any and all Bids, in whole or in part, and to make such awards, in whole or in part, including accepting a Bid or a part of the Bid, although not the low Bid, that in its judgment will be in the best interest of the Board and/or the Town.

The Board shall be under no obligation to accept the lowest financial Bid if the lowest financial Bid is not deemed to be in the best interest of the Board. Any or all Bids may be rejected if there is any reason to believe that collusion exists among the Bidders. Individual Bids may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional Bids, incomplete Bids, and unexplained erasures. Individual Bids may also be rejected if, in the opinion of the Board, such Bid does not meet the standard of quality established by the Bid Documents. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Board to reject any and all Bids, in whole or in part.

The Board retains the right to waive any technical defects, irregularities, and omissions in the Bids received if the best interest of the Board shall be served. The Board further retains the right to award a Contract by item, group of items, or parts thereof if so divisible and if the best interests of the Board would be served, or to award contracts to one or more Bidders.

3.2 QUALIFICATION OF BIDDERS

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the District will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in sections 3.4 and 3.5 below. Each Bidder, by submitting a Bid, represents that:

3.2.1 The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.

3.2.2 The Bidder visited the area during the walkthrough and took its own measurements of the area and familiarized themselves with the local conditions under which the work is to be performed.

3.2.3 The Bid is based upon the materials without exception, in all Bid documents supplied by the District.

3.2.4 Bidder needs to submit documentation identifying them as an authorized, certified and licensed asbestos abatement contractor in the State of Connecticut.

3.3 VARIANCE AND PRICE

Any variance from the specifications in this RFP must be fully explained in writing by the Bidder. All prices shall be based on the Bidder's own measurements of the designated areas. All prices quoted in the Bid must be on a lump sum price basis and include the total price if broken down by area. The total price is a lump sum price. The Contractor will be held to the lump sum price, even if there was an error made in the measurements by the Contractor. The price of an area, phase, item or unit of a given product as promised in a Bid cannot be changed by the Contractor regardless of whether the District changes the quantity of the item or unit needed.

3.4 PROJECT IMPLEMENTATION

The selected vendor/contractor shall have sufficient resources in order to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the Timeline Requirements, section 5.0.

3.5 VARIATIONS FROM SPECIFICATIONS

All variations from the specified products and/or services must be fully explained and included with the Bid. Manufacturer(s) Brands must be used in all cases.

3.9.1 The District reserves the right to increase or decrease quantities, or modify the specifications.

3.9.2 The selected vendor/contractor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities, or modification of the specifications.

3.6 PARTIAL BIDS

Partial Bids will be considered, where appropriate and must be identified as partial bids.

3.7 WITHDRAWAL OF BIDS

Upon presentation of proper identification, any Bidder may withdraw his/her/its Bid any time prior to the Scheduled Bid Opening date and time in Section 2.1. No Bid shall be withdrawn for a period of ninety (90) days after the Bid Opening date and time.

3.8 BID EVALUATIONS

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the District, bidder reliability, warranties and familiarity with the projects and the facilities of the District.

3.8.1 It is the intent of the District to award the contract to the Bidder submitting the “best” cost effective Bid for the project; provided the Bid has been properly submitted and delivered, including all required documentation herewith, and considered reasonable in price.

3.8.2 Price being the primary factor, considerations, other than price alone, shall be used in determining the most successful Bid; technical experience, local service and support, and experience in educational environments are used to perform the District’s Bid evaluations.

3.8.3 The District will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

3.9 SUPPLEMENTAL INFORMATION REQUESTS / INTERVIEWS

Select Bidders shall be prepared to attend a Contractor Interview upon request. The Bidder shall also be prepared to provide the District, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the materials used to complete the work. The District may request any and all Bidders to also submit, within ten (10) days of being notified, the following:

3.9.1 A description of any past project, which the Bidder has completed in a satisfactory manner.

3.9.2 Any additional information that will satisfy the District that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.

4.0 SCOPE OF WORK

The Scope of Work of the project is described below and will be incorporated into the Contract.

4.1 GENERAL DESCRIPTION

Remove all carpet, vinyl composition tile with associated mastic and cove base with adhesive at Bolton Center School in the areas shown on the map attached as Appendix E in strict accordance with this project specification and state and federal regulations. All work at the schools shall be done within the timeline described in Section 5 below.

- 4.1.1 No asbestos removal activities are permitted during regular school hours. This project will be conducted only during school vacations.
- 4.1.2 Asbestos removal shall be conducted in accordance with applicable CTDPH regulations and CTDPH Circular Letter EHS #2006-33.
- 4.1.3 The work specified herein shall include the abatement of Asbestos Materials by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of Asbestos Materials, and the subsequent cleaning of the affected environment. The Contractor shall have a Competent Person in control on the job site at all times and an Asbestos Abatement Site Supervisor during asbestos abatement work. This person must comply with applicable federal, state and local EH&S Requirements that mandate work practices, and be capable of performing the work of this contract.
- 4.1.4 The Asbestos Contractor shall be licensed by the State of Connecticut in accordance with State of Connecticut Regulations, Sections 20-440-1 through 9 and 20-441. Should any portion of the work be subcontracted, the subcontractor must also be licensed in accordance with these regulations. Site supervisors and workers shall be certified in accordance with Sections 20-437 and 20-438 of the Connecticut General Statutes and Section 20-440-5 of the Regulations of Connecticut State Agencies. The licensing and certification requirements are available from the Environmental Health Services Division, CTDPH, 410 Capitol Avenue, P.O. Box 340308, Hartford, CT 06134-0308.
- 4.1.5 The Owner will retain the services of a Environmental Consultant for protection of its interests and those using the building. Abatement monitoring will be conducted throughout asbestos abatement activities.
- 4.1.6 Restore all Work Areas and auxiliary areas utilized during abatement to conditions equal to or better than original. Any damage caused during the performance of abatement activities shall be repaired by the Contractor (e.g., paint peeled off by barrier tape, nail holes, water damage, removal of ceiling tiles or concrete blocks, broken glass, etc.) at no additional expense to the Owner. The Contractor is responsible for protecting all objects in Work Areas that are permanent fixtures or too large to remove.
- 4.1.7 The Contractor shall be responsible for the following requirements:
- Obtain all approvals and permits, and submit all notifications required.
 - Provide, erect, and maintain all planking, bracing, shoring, barricades, and warning signs.
 - Materials to be reused shall be removed with the utmost care to prevent damage of any kind. All material to be reused shall be stored as directed. The Contractor shall coordinate with the Owner as to the storage location.
 - Materials not scheduled for reuse shall be removed from the site and disposed of in accordance with all applicable federal, state and local EH&S Requirements.
 - Provide OSHA required personal monitoring to ensure adequate respiratory protection for each worker.
 - Protect and preserve in operating condition, all utilities traversing the building and site. Damage to any utility due to work under this Contract shall be repaired to the satisfaction of the Owner at no cost to the Owner.

4.2 FACILITIES/LOCATION

Bolton Center School, 108 Notch Road, Bolton, CT 06043

4.3 CONDITIONS

- 4.3.1 Furnish all tools, equipment, labor and material and perform all operations necessary for the completeness of the work in this specification, including providing own means of material disposal/dumpster. Disposal means and/or dumpster location must be approved by the District's Director of Operations prior to job start.
- 4.3.2 During the course of the project, the contractor shall not allow debris from the work to accumulate at the project site. At the completion of the work, all debris caused by the abatement shall be removed from the site by the contractor.
- 4.3.3 Any damage caused by the contractor to existing Bolton Center School property shall be repaired by the contractor at their expense prior to final payment for work completed.
- 4.3.4 The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.
- 4.3.5 Coordinate asbestos abatement work with Owner representatives and Environmental Consultant.
- 4.3.6 All abatement workers will provide all necessary certifications and photo identification for the record.
- 4.3.7 The Owner or Environmental Consultant has the authority to order all work to stop if he determines that work is not being performed per state and federal regulations, or the health and safety of workers and building occupants is or may be at risk. There will be no additional fees billed to the Owner because of a stop work order.
- 4.3.8 The asbestos abatement work shall include the removal of exposed and concealed Asbestos Materials as specified within the Work Plan.
- 4.3.9 A copy of existing surveys, sampling reports, including a building floor plan indicating affected areas, will be available for the project.
- 4.3.10 The drawings attached as Appendix E will afford necessary information regarding areas to be abated.
- 4.3.11 All prospective bidders are **required to visit the job site** and examine job conditions, review job requirements and determine exact room and area dimensions prior to submitting a bid.
- 4.3.12 District designees shall be responsible for the removal of all furniture.
- 4.3.13 All bidders are required to attend the site walkthrough at **4:00 PM on February 19, 2018** and to perform their own measurements of each area.

4.4 AREAS TO BE ABATED

- 4.4.1 Bolton Center School: VINYL TILE ASBESTOS ABATEMENT
First Floor Rooms: 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, Office Suite by Cafeteria, Staff Room by Cafeteria.
- 4.4.2 Materials to be removed/abated:
 - Carpet over Asbestos Tile;
 - Floor Tile with Associated Mastic;
 - Cove Base with Associated Adhesive.

4.5 PRODUCTS

- 4.5.1 Fire retardant polyethylene sheeting in roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating four (4) or six (6) mil.
- 4.5.2 Polyethylene disposable bags shall be six (6) mil with preprinted label. Disposable bags shall be black.
- 4.5.3 Tape shall be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finish or unfinished surfaces. Tape must be capable of adhering under both dry and wet conditions.
- 4.5.4 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 one (1) ounce surfactant to five (5) gallons of water or as directed by the manufacturer.
- 4.5.5 Containers must be impermeable and shall be both air and watertight. Containers shall be labeled in accordance with OSHA Standard 29 CFR § 1926.1101 and EPA 40 CFR Part 61.152 as appropriate.

- 4.5.6 Labels and signs shall conform to OSHA Standard 29 CFR § 1926.1101.
- 4.5.7 Encapsulants shall be of a bridging or penetrating type which has been approved by the Asbestos Project Designer. Usage shall be in accordance with manufacturer's printed technical data. Encapsulant must be compatible with new materials being installed. Encapsulant may be clear or white.
- 4.5.8 AWP for single layer poly is prohibited.
- 4.5.9 Mastic removal chemicals are prohibited.
- 4.5.10 Mechanical mastic removal equipment shall be suitable for the application and be used only with HEPA shroud attachments.

5.0 TIMELINE REQUIREMENTS

- 5.0.1 Abatement Work may commence on or after **June 25, 2018**.
- 5.0.2 Abatement Work shall be totally completed by **July 20, 2018**.
- 5.0.3 If any work goes beyond **July 20, 2018** then the District may impose liquidated damages as described in Section 6.1.3 below.

5.1 PROJECT TIMELINE

The selected vendor/contractor shall have sufficient resources in order to complete the Scope of Work within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. The District is expecting the project to be completed in accordance with the following Project Timeline:

This RFP is available on District and CT DAS websites *or* for pickup at the District location at 72 Brandy Street, Bolton, CT 06043 as of **February 12, 2018**

Intent to Bid Due – no later than 4:00 PM on **February 19, 2018**

Mandatory Walk through – 4:00 PM, **February 19, 2018**

Questions to be received – by 12:00 PM, **February 23, 2018**

Answers to Question Distributed – by 4:00 PM, **February 27, 2018**

Sealed Bids Due – 12:00 PM, **March 6, 2018**

Sealed Bids Opened – 12:30 PM **March 6, 2018**

Interview of Select Bidders – **TBD**

Selection of successful Bidder – on or about **March 22, 2018**

Abatement Begins – on or after **June 25, 2018**

Abatement Complete – no later than **July 20, 2018**

5.1.1 SCOPE OF WORK SCHEDULES

The school buildings specified in the Scope of Work will not be occupied with students or children and abatement will be conducted as school is in session with no one under 18 allowed in the building. **Working hours will be Monday through Friday, 7AM – 5PM.**

5.1.2 PROJECT IMPLEMENTATION SCHEDULES

All Bidders shall provide the District with a project implementation schedule and phasing that adheres to the timeline requirements stated above. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the Scope of Work without disruption.

6.0 AWARDED CONTRACT REQUIREMENTS

6.1.0 CONTRACT EXECUTION

The successful Bidder must execute the Contract with substantially the provisions contained in this Section 6. The terms, conditions and provisions in this Section 6 are incorporated into and made a part of this RFP. **Each Bidder should be thoroughly familiar with all the terms, conditions and provisions in this Section 6.** The Board will present the Contract to the successful Bidder for execution. The Contractor shall enter into a written contract with the Board, in a form satisfactory to the Board. If the successful Bidder is an entity, the contract must be signed in the legal name of the entity by an officer or other person authorized to contract on behalf of the entity. The Board will not execute the Contract until it has received and approved all required documents from the successful Bidder, such as requisite insurance certificates. The Board reserves the right, subject to mutual agreement with the successful Bidder, to extend the term of this Bid, at the Bid price, for a mutually agreed upon period of time.

The Bidder shall execute and deliver the Contract to the Board within five (5) business days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the Scope of Work in accordance with all terms and conditions contained herein. The Board will sign and return such Contract on or around April 27, 2018. The awarded contract must be SIGNED and DATED by both the District and the awarded vendor/contractor prior to start of any work.

6.1.1 CHANGES TO SCOPE OF WORK

The District, without invalidating the Contract, may order changes within the Scope of Work consisting of additions, deletions, and/or modifications, the total cost paid to the Contractor and the date for the completion of the work being adjusted accordingly. All said changes in the Scope of Work shall be authorized by written “Change Order(s)”, signed by the District, and will be executed under applicable condition of contract documents.

6.1.1.1 The total cost paid to the Contractor and the date for the completion of the work may be changed only in writing.

6.1.1.2 The cost or credit to the District from any “Change Order(s)” shall be determined by mutual, written, agreement.

6.1.1.3 The District will not pay invoices for work performed by verbal authorization.

6.1.2 TERMINATION OF AWARDED CONTRACTS

If the selected vendor/contractor defaults or neglects to carry out the Scope of Work and sections referenced therein, in accordance with the Contract and/or fails to perform any provision of the Contract, the District may, after three (3) days’ written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, at its option (a) make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor, or (b) may terminate the Contract, in which case the Contractor shall leave the site upon the termination date of the Contract and the Contractor shall not be entitled to payment, or (c) may allow the selected vendor/contractor to continue work, but if such work continues past **July 20, 2018**, impose an amount of \$1,000 a day as liquidated damages on the selected vendor/contractor, until the work is completed. Such liquidated damages amount would be deducted from the amount to be paid the Contractor.

The District has included non-performance damages in the event that financial remedies are needed to ensure the timely completion of the project. The District and Contractor agree that in certain circumstances, the actual amount of damages incurred by the District will be difficult to assess and/or may be immeasurable. Accordingly, under the circumstances described above, the District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. Prior to the implementation of any liquidated damages, the District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that

have caused the issue that might lead to the issuance of liquidated damages, but it is the District's decision on whether or not a mitigating circumstance existed. In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the sum described above is hereby agreed upon and shall be deemed damages for breach of this Contract.

It is expressly understood by the Contractor that the Board, by not exercising its rights, or by waiving any of the provisions of the Contract, or by exercising the provisions of this Contract in a particular way, shall not be deemed to have waived any of its rights or the Contract requirements despite any previous non-exercise or waiver.

If the District terminates the Contract and the cost to replace the Contract exceeds the original cost of the Contract, the selected vendor/contractor shall pay the difference to the District.

6.1.3 SUBCONTRACTOR PERFORMANCE

A Subcontractor is a person, firm, company or corporation who has a contract with the Contractor to perform any work for completing the project. The Contractor shall be responsible for the actions, inactions, and work performed by any subcontractor. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of the Contract to complete the Scope of Work. The Contractor shall furnish to the District, in writing, a list of any/all subcontractors proposed to perform any part or portion of the Scope of Work to complete the project. The Contractor shall not employ any subcontractor to whom the District objects and will submit an acceptable substitute.

6.1.4 INVOICE/PAYMENT REQUIREMENTS

The District will pay the price that the Contractor indicated on its bid form as the lump sum price. The Contractor shall submit an invoice to the District detailing the work completed. Invoicing for payment(s) will be made 100% upon completion of the Scope of Work and acceptance of the completed project by the District. **No invoices will be DATED or PAID before July 20, 2018.** Payments will be paid NET 30 days AFTER receipt of invoice. The Contractor shall not bill more than the lump sum price contained in the Contractor's bid form. The price shown in the Contractor's bid form covers all labor, equipment and services required to complete the project, and shall also incorporate any other materials, supplies, overhead, taxes and profit of the Contractor, and the Grand Total price shown in the Contractor's bid form is "all-inclusive."

6.1.4.1 When applying for payments, the selected vendor/contractor shall submit to the District and its agents an itemized invoice based upon the installation schedule and supporting documentation required herein.

6.1.4.2 The project shall be considered complete when the Scope of Work has been completed, accepted by the District and its agents and the following items are furnished to the District; waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit the waivers of lien before the final payment is requested.

6.1.4.3 Payment may be withheld by the District and its agents for; a) defective work not remedied, b) claims filed and unresolved, c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to Subcontractors, and/or d) damages to the District and its agents or another contractor.

6.1.4.4 A copy of the completed Waste Shipment Record shall be provided to the Owner and Environmental Consultant. The District reserves the right to withhold a portion of final payment until the completed Waste Shipment Record is received.

6.1.5 RIGHT TO REJECT OR STOP THE WORK

The District and its agents may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to

supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the District and its agents may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.

6.1.6 INDEMNIFICATION

The selected vendor/contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fee arising out of or resulting from the performance of the project; provided that any such claim, damage, loss or expense is attributable to a) bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting from and b) is caused in whole or in part by any act or omission of the selected vendor/contractor, and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the District or any of its agents or employees, by any employee of the selected vendor/contractor, and/or Subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the selected vendor/contractor and/or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.1.7 FORCE MAJEURE

Except for the District obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any Scope of Work if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, war, and restraints of government and specifically excluding any Contractor labor issues.

6.1.8 LIABILITY REQUIREMENTS

The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the project. The selected vendor/contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the project and other persons who may be affected thereby, 2) all the Scope of Work and all materials and equipment to be incorporated therein, and 3) other property at the site or adjacent thereto.

6.1.8.1 The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.1.8.2 All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the District and its agents.

6.1.9 INSURANCE REQUIREMENTS

No work connected with this project may start until the selected vendor/contractor has submitted a Certificate of Insurance executed by the selected vendor/contractor's insurance carrier showing required insurance coverage and Bolton Board of Education and the Town of Bolton are named as additional insureds on said policy. An endorsement or statement waiving the right of cancellation or reduction in coverage, unless thirty (30) days prior written notice is given to the District by registered or certified mail, shall be included. As a condition of performing work as a vendor/contractor, the Contractor must provide the District and its agents with satisfactory evidence of insurance coverage as follows:

6.1.9.1 Workers Compensation and Employer's Liability Insurance covering the Contractor's

statutory obligations in the State of Connecticut.

6.1.9.2 Automobile Liability Insurance with a limit of \$1,000,000 per accident covering the Contractor's owned, non-owned and hired automobiles.

6.1.9.3 Commercial General Liability Insurance written on an OCCURRENCE policy form includes coverage for the Contractor's operations, personal injury, XCU (explosion, collapse and underground), independent contractors, contractual and products-completed operations with limits of liability as follows:

6.1.9.3.1 If the Contractor's policy is written on the 1986 ISO Simplified form, minimum limits are as follows:

\$1,000,000 Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Product-Completed Operations Aggregate

\$1,000,000 Excess/Umbrella

If the Contractor's policy's general aggregate is per job, then a \$1 million limit of Liability is acceptable for the general aggregate and the products-completed operations aggregate.

6.1.9.3.2 If the Contractor's policy is written on a form other than the 1986 ISO Simplified form, minimum limits are as follows:

\$1,000,000 Occurrence (bodily injury & property damage combined)

\$1,000,000 Aggregate (applicable to products-completed operations only)

\$1,000,000 Excess/Umbrella

6.1.9.4 Evidence of the Contractor's insurance coverage required herein, is to be provided to the District and its agents on Accord Certificate form 25 or 25-S and must indicate the following:

6.1.9.4.1 That the Contractor's Commercial General Liability insurance policy includes coverage as described in this Section.

6.1.9.4.2 That the phrases "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.

6.1.9.4.3 That Bolton Board of Education and the Town of Bolton are additional insureds on the General Liability policy certificate.

6.1.9.4.4 Any deviations in coverage provided by the Standard 1986 ISO Simplified General Liability policy form and any deductible over \$1,000 applicable to any coverage.

6.1.9.4.5 General Liability and Auto Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess policies.

6.1.9.4.6 The District does not carry theft, glass breakage, or builders risk insurance. The selected vendor/contractor will make arrangements if this coverage is desired. The selected vendor/contractor must provide an Installation Floater for the value of the contract to protect the District and its agents. The selected vendor/contractor must furnish to the District and its agents, a binder certifying each insurance policy required.

6.1.10 CLEAN-UP

The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials, caused by the work; and upon completing the work, must remove all work related

rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the District may remove the rubbish and charge the cost to the selected vendor/contractor by deducting such amount from its payment.

6.1.11 ROYALTIES AND PATENTS

The selected vendor/contractor must pay for all royalties, copyright, trademark and patents and must defend all suits for claims or infringements on copyrights, trademarks and/or patent rights and shall indemnify and hold the District harmless from any and all claims and/or loss related to claims and/or infringements on copyrights, trademarks and/or patent rights, including reasonable attorney fees and costs incurred by the District.

6.1.12 FEDERAL, STATE AND LOCAL TAXES

All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state and local codes, permits and regulations, including prevailing wage. All prices must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The District reserves the right to require evidence of such tax payments prior to final payment of the contract. **The District is exempt from Federal Excise and State Sales Taxes.** To comply with these regulations, sales tax is not to be included in the contract price. The District shall provide exemption certificates upon request.

6.1.13 NO DISCRIMINATION

The Contractor shall maintain policies of employment and agrees as follows: That it will not discriminate or permit discrimination against any person or group of persons in any manner prohibited by the laws of the United States, the State of Connecticut or the Board's nondiscrimination policies as described below, as they may be modified from time to time.

It is the policy of the Board of Education to provide equal employment opportunities to all applicants for employment and employees based solely on their job related skills, abilities and performance. The Board of Education will take affirmative action to ensure that applicants and employees are treated without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental disability, marital status, veteran status, or sexual orientation, except in the case of bona fide occupational qualification. The Board's commitment to equal employment opportunity extends, but is not limited to, such actions as employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, recall from layoff, rates of pay or other forms of compensation and benefits, and selection for training. The Board's equal employment opportunity and affirmative action policy recognizes, and complies with, all applicable state and federal anti-discrimination statutes.

6.1.14 NO SMOKING POLICY

The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All selected vendors/contractors shall comply with this no smoking policy.

6.1.15 CANCELLATIONS

The District reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

6.1.16 MISCELLANEOUS CONTRACT PROVISIONS

The awarded contract will be governed by the laws of the State of Connecticut. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the prior written consent of the District.

7.0 PRODUCTS AND SERVICES SPECIFICATIONS/ VINYL TILE/1ST FLOOR CLASSROOMS
ASBESTOS ABATEMENT SPECIFICATIONS SECTION 028213 – ASBESTOS ABATEMENT

7.1 INTRODUCTION

These Product and Services Specifications provide the Bidder with the Vinyl Tile/1st Floor Classrooms Asbestos Abatement requirements for the project requested by the District in this RFP. The intent of the Vinyl Tile/1st Floor Classrooms Asbestos Abatement specifications is to provide relevant information that allows the Bidder to bid the labor, supervision, materials and consumables to perform a complete Vinyl Tile/1st Floor Classrooms Asbestos Abatement.

7.1.1 The bidder is responsible for proposing any and all items required for a complete Vinyl Tile/1st Floor Classrooms Asbestos Abatement even though it may not be identified in the specifications incorporated herein.

7.1.2 The successful Bidder shall meet or exceed all requirements for the Vinyl Tile/1st Floor Classrooms Asbestos Abatement described in this RFP, Specification Section 028213, work plan and any Bid attachment documents provided by the District and its agents.

7.1.3 If, for any reason, any Bid attachment document is in conflict with the details in the specifications herein this RFP, the forgoing written specification shall take precedence.

7.2 APPLICABLE DOCUMENTS

The Vinyl Tile/1st Floor Classrooms Asbestos Abatement described within the specifications is derived, in part, from the recommendations in industry standard manuals and documents. The Bidder is responsible for determining and adhering to the most recent release of applicable documents when developing their proposal for the Vinyl Tile/1st Floor Classrooms Asbestos Abatement.

7.2.1 If a conflict exists between the applicable documents, then the aforementioned numeric list of applicable documents shall dictate the order of precedence in resolving such conflicts. This order of precedence shall be maintained unless a lesser order document has been adopted as code by a local, state, or federal entity. If a conflict further exists, documents adopted as code shall take precedence.

7.2.2 If the specifications incorporated herein and any of the aforementioned applicable documents are in conflict with each other, then the more stringent requirement shall apply. All applicable documents listed are, to the best of the District and its agent's knowledge, considered to be the most current releases of said documents.

ATTACHEMENT 1

SPECIFICATION SECTION 028213 – ASBESTOS ABATEMENT
And
WORK PLAN

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Abatement – Any set of measures designed to eliminate an asbestos hazard in accordance to State and/or Federal regulations associated with hazardous materials.
- B. Accessible - A space easily accessed, and which can be entered or seen without demolition.
- C. Agency - The authoritative force, usually at the state level, or their representative.
- D. AHERA - Asbestos Hazard Emergency Response Act - U. S. EPA regulation 40 CFR Part 763 under Section 203 of Title II of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2643. This rule mandates inspections, accreditation of persons involved with asbestos, and final air clearances following abatement in public and private schools, and public and commercial buildings.
- E. AIHA – American Industrial Hygiene Association
- F. Alternative Work Practice (AWP) - CTDPH approved deviation from Asbestos Standards (Sections 19a-332a-1 to 19a-332a-16 inclusive). AWP methods shall not be used even if pre-approved by CTDPH or with the approval of CTDPH. AWP procedures shall not relieve the Contractor from any codes, regulations or standards required by this specification.
- G. Asbestos Abatement Site Supervisor – Any individual who is employed or engaged by an asbestos contractor to supervise an asbestos abatement project.
- H. Asbestos-Containing Waste Materials – Mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovations operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.
- I. Asbestos Control Area - An area where asbestos abatement operations are performed which is isolated by physical boundaries, which assist in the prevention of the uncontrolled release of asbestos dust, fibers, or debris. Two examples of an Asbestos Control Area are a "full containment" and a "glove-bag."
- J. Asbestos Materials - Asbestos-containing materials (ACM), presumed asbestos-containing materials (PACM), and asbestos-contaminated materials.
- K. Asbestos Project Designer – Any accredited person who determines how asbestos abatement work should be conducted and who prepares, for purposes of an abatement project, plans, designs, procedures, work scope or other substantive directions or criteria.
- L. Authorized Asbestos Disposal Facility - A location approved by the CTDEEP for handling and disposing of asbestos waste or by an analogous or federal regulatory agency if the material is disposed of outside the State of Connecticut.

- M. Category I Non-Friable Asbestos-Containing Material (ACM) - Asbestos-containing packing, gaskets, resilient floor coverings and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR Part 763, section 1, Polarized Light Microscopy.
- N. Category II Non-Friable Asbestos Materials - Any material, excluding Category I non-friable Asbestos Materials, containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR Part 763, section 1, Polarized Light Microscopy that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- O. Class I Asbestos Work - Activities involving the removal of TSI (thermal system insulation) and surfacing Asbestos Materials.
- P. Class II Asbestos Work - Activities involving the removal of Asbestos Materials, which is not TSI or surfacing material. This includes, but is not limited to the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastic.
- Q. Class III Asbestos Work - Repair and maintenance operations, where Asbestos Materials, including TSI and surfacing material, is likely to be disturbed.
- R. Class IV Asbestos Work - Maintenance and custodial activities during which employees contact Asbestos Materials and activities to clean up waste and debris containing Asbestos Materials.
- S. Clean Room – an uncontaminated room having facilities for the storage of employees’ street clothing and uncontaminated materials and equipment.
- T. Competent Person - In addition to the definition in 29 CFR § 1926.32(f), one who is capable of identifying existing asbestos hazards in the work place and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR §1926.32(f): in addition for Class I and Class II work who is specially trained in a training course which meet the criteria of 40 CFR Part 763 (Appendix C to Subpart E - Asbestos Model Accreditation Plan).
- U. Concealed Space - Space, which is out of sight. Examples of a concealed space include area above hard ceilings; below floors; between double walls; furred-in areas; pipe and duct shafts; and similar spaces which cannot be examined without invasive removal of building components or disturbance of finishes.
- V. Critical Barrier - A layer of six (6) mil polyethylene sheeting taped securely over windows, doorways, diffusers, grilles and any other openings between the Work Area and uncontaminated areas outside of the Work Area.
- W. CTDEEP - The Connecticut Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106.
- X. CTDPH - The Connecticut Department of Public Health, 410 Capitol Avenue, P.O. Box 340308, Hartford, CT 06134-0308.
- Y. Demolition - The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

- Z. Differential Pressure - A difference in the static air pressure between the Work Area and occupied areas, and is developed by the use of HEPA filtered exhaust fans. This differential is generally in the range of 0.02 to 0.04 inches of water column.
- AA. Encapsulation - The treatment of asbestos-containing materials to prevent the release of fibers as the encapsulant creates a membrane over the surface (bridging encapsulant) or penetrates the material and binds its components together (penetrating encapsulant).
- BB. Engineering Controls - Controls to include, but not be limited to, pressure differential equipment, decontamination enclosures, critical barriers and related procedures.
- CC. Environmental Consultant - The certified and licensed company contracted or employed by the building owner or contractor to supervise and/or conduct air monitoring, analysis schemes and design of abatement projects.
- DD. Equipment Decontamination Enclosure System - The portion of a Decontamination Enclosure System designed for controlled transfer of materials and equipment into or out of the Work Area, typically consisting of a Washroom and a Holding Area.
- EE. Equipment Room (change room) – a contaminated room located within the decontamination area that is supplied with impermeable bags or containers for the disposal of contaminated protective clothing and equipment.
- FF. Exposed - Open to view.
- GG. Fiber - A particulate form of asbestos five microns or longer, with a length-to-diameter ratio of at least 3 to 1.
- HH. Finished Space - Space used for habitation or occupancy where rough surfaces are plastered, paneled or otherwise treated to provide a pleasing appearance.
- II. Fixed Critical Barrier - Barrier constructed of 2" x 4" wood or metal framing 16" O.C., with 1/2" plywood on the occupied side and two layers of six (6) mil polyethylene sheeting on the Work Area side to prevent unauthorized access or air flow.
- JJ. Fixed Object - A piece of equipment or furniture in the Work Area, which cannot be removed from the Work Area, as, determined by the State.
- KK. Friable Asbestos-Containing Material (ACM) - Material containing more than one percent asbestos which has been applied on ceilings, walls, structural members, piping, duct work, or any other part of a building, which when dry may be crumbled, pulverized or reduced to powder by hand pressure. The term includes non-friable asbestos-containing material after such previously non-friable material becomes damaged to the extent that when dry it may be crumbled, pulverized or reduced to powder by hand pressure.
- LL. Friable Asbestos-Containing Building Material (ACBM) - Any friable Asbestos Material that is in or on interior structural members or other parts of a school or public or commercial building.
- MM. Glove-Bag Technique - A method with limited applications for removing small amounts of friable Asbestos Material from HVAC ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in a non-contaminated work area. Information on glove-bag installation,

equipment and supplies, and work practices is contained in 29 CFR § 1926.1101. The glove-bag assembly is a manufactured or fabricated device consisting of a glove-bag (typically constructed of six (6) mil polyethylene or polyvinyl chloride plastic), two inward projecting long sleeves, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glove-bag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. This technique requires AWP application and may only be used if pre-approved by CTDPH or with the approval of the Design Consultant, State's Project Monitor and CTDPH when not pre-approved.

- NN. HEPA Filter Equipment - High-efficiency particulate air (HEPA) filtered vacuum and/or exhaust ventilation equipment with a filter system capable of trapping and retaining asbestos fibers. Filters shall be of 99.97 percent efficiency for retaining fibers of 0.3 microns in diameter or larger.
- OO. Inaccessible - A space not accessible, and which cannot be entered or seen without demolition.
- PP. Inspection - An activity undertaken in a school building, or a public or commercial building, to determine the presence or location, or to assess the condition of, friable or non-friable Asbestos Materials or suspected Asbestos Materials, whether by visual or physical examination, or by collecting samples of such materials.
- QQ. Lock-down - The procedure of spraying polyethylene sheeting and building materials with an encapsulant type sealant to seal in non-visible asbestos-containing residue.
- RR. Major Fiber Release Episode - Any uncontrolled or unintentional disturbance of Asbestos Materials, resulting in a visible emission, which involves the falling or dislodging of more than 3 square or 3 linear feet of friable Asbestos Materials.
- SS. Mini-Containment - A procedure using a single layer of polyethylene sheeting to contain the Work Area. Access to the mini-containment is controlled by an air lock, which also serves as a Holding Area. This procedure requires AWP application and may only be used if pre-approved by CTDPH or with the approval of the Design Consultant, State's Project Monitor and CTDPH when not pre-approved.
- TT. Minor Fiber Release Episode - Any uncontrolled or unintentional disturbance of Asbestos Materials, resulting in a visible emission, which involves the falling or dislodging of 3 square or linear feet or less of friable Asbestos Materials.
- UU. Movable Object - A piece of equipment or furniture in the Work Area, which can be removed from the Work Area, as, determined by the State.
- VV. Negative Initial Exposure Assessment - A demonstration by the employer which complies with the criteria in 29 CFR § 1926.1101(f)(2)(iii) that employee exposure during an operation is expected to be consistently below the PEL.
- WW. Negative Pressure Enclosure (NPE) – a containment constructed of polyethylene sheeting to contain the Work Area and creates a vacuum atmosphere that restricts contaminants from exiting the enclosure.
- XX. Non-Friable Asbestos-Containing Material - Material containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR Part 763, section 1,

Polarized Light Microscopy that when dry cannot be crumbled, pulverized or reduced to powder by hand pressure.

- YY. OSHA – Occupational Safety and Health Administration
- ZZ. Owner or Operator of a Demolition or Renovation Activity - Any person who owns, leases, operates, controls or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls or supervises the demolition or renovation, or both.
- AAA. Permissible Exposure Limits (PELS) - (1) Time-weighted Average Limit (TWA). The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 fibers per cubic centimeter (f/cc) of air as an eight (8) hour time-weighted average (TWA). (2) Excursion Limit. The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 1.0 fibers per cubic centimeter of air (1 f/cc) as averaged over a sampling period of thirty (30) minutes.
- BBB. Pre-Clean - The process of cleaning an area before asbestos abatement activities begin to ensure all dust and debris in the area considered asbestos containing are properly contained and disposed of. This increases the likelihood the area will pass aggressive air sampling clearance requirements after asbestos-containing materials have been removed.
- CCC. Presumed Asbestos-Containing Material - TSI and surfacing material found in buildings constructed no later than 1980. The designation of PACM may be rebutted pursuant to 29 CFR § 1926.1101 (k)(5).
- DDD. Project Monitor - The certified and licensed individual contracted or employed by the building owner or contractor to supervise and/or conduct air monitoring and analysis schemes. This individual is responsible for recognition of technical deficiencies in procedures during both planning and on-site phases of an abatement project. Requirements for Project Monitor are defined in the Connecticut Department of Public Health Regulations (Sections 20-440-1 to 20-440-9 and 20-441). In addition to these requirements, this person shall be listed in the American Industrial Hygiene Association's Asbestos Analysts Registry.
- EEE. Regulated Area - Area established by the employer to demarcate areas where Class I, II and III work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; a work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility they may exceed the PEL.
- FFF. Regulated Asbestos-Containing Material (RACM) - (a) Friable asbestos material, (b) Category I non-friable Asbestos Materials that has become friable, (c) Category I non-friable Asbestos Materials that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable Asbestos Materials that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- GGG. Renovation - Altering a facility or one or more facility components in any way, including the stripping or removal of Asbestos Materials from a facility component. Operations in which load-supporting members are wrecked or taken out are demolition.

- HHH. Repair - Overhauling, rebuilding, reconstructing or reconditioning of structures or substrates where asbestos, tremolite, anthophyllite or actinolite is present.
- III. Response Action (Work) - A method including removal, encapsulation, enclosure, repair and operation and maintenance that protects human health and the environment from Hazardous Material exposure.
- JJJ. Shower Room – a contaminated room having facilities for the washing of persons and equipment prior to moving into the clean room.
- KKK. Small-Scale, Short Duration (SSSD) - Tasks such as but not limited to:
1. Removal of small quantities of asbestos containing insulation on pipes.
 2. Removal of small quantities of asbestos-containing insulation on beams or above ceilings.
 3. Replacement of an asbestos-containing gasket on a valve.
 4. Installation or removal of a small section of drywall.
 5. Installation of electrical conduits through or proximate to asbestos-containing materials.
 6. Removal of small quantities of Asbestos Materials only if required in the performance of another maintenance activity not intended as asbestos abatement.
 7. Removal of asbestos containing TSI not to exceed amounts greater than those which can be contained in a single glove-bag.
 8. Minor repairs to damaged TSI, which do not require removal.
 9. Repairs to a piece of asbestos-containing wallboard.
 10. Repairs involving encapsulation, enclosure, or removal, to small amounts of friable Asbestos Materials only if required in the performance of emergency or routine maintenance activity and not intended solely as asbestos abatement. Such work may not exceed amounts greater than those may, which can be contained in a single prefabricated mini-enclosure. Such an enclosure shall conform spatially and geometrically to the localized work area, in order to perform its intended containment function.
- LLL. Spot Repair – Any asbestos abatement performed within a facility involving not more than three (3) linear feet or three (3) square feet of asbestos-containing material.
- MMM. Thermal System Insulation – material in a school building applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.
- NNN. Time Weighted Average (TWA) – The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 fibers per cubic centimeter of air as and eight (8) hour TWA.
- OOO. Unfinished Space - Space used for storage, utilities or work area where appearance is not a factor. Examples of an unfinished space include crawlspace; pipe tunnel and similar spaces.
- PPP. Visible Emissions - Any emissions, which are visually detectable without the aid of instruments, coming from Asbestos Materials or asbestos-containing waste material or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

- QQQ. Visible Residue - Any debris or dust on surfaces in areas within the Work Area where asbestos abatement has taken place and which is visible to the unaided eye. All visible residue is assumed to contain asbestos.
- RRR. Waste Generator - Any owner or operator of a source whose act or process produces asbestos-containing waste material.
- SSS. Waste Shipment Record - The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.
- TTT. Wet Cleaning - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools, which have been dampened with water, and afterwards thoroughly decontaminated or disposed of, as asbestos-contaminated waste.
- UUU. Work Area - Specific area or location where the actual work is being performed or such other area of a facility, which the Commissioner determines, may be hazardous to public health because of such asbestos abatement.
- VVV. Worker Decontamination Enclosure System - The portion of a Decontamination Enclosure System designed for controlled passage of workers and authorized visitors, typically consisting of a Clean Room, a Shower Room and an Equipment Room.

Refer to Definitional Section under Abatement Specification, Section 010100 for additional definitions.

1.2 SCOPE

- A. The work specified herein shall include the abatement of Asbestos Materials by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of Asbestos Materials, and the subsequent cleaning of the affected environment. The Contractor shall have a Competent Person in control on the job site at all times and an Asbestos Abatement Site Supervisor during asbestos abatement work. This person must comply with applicable federal, state and local EH&S Requirements that mandate work practices, and be capable of performing the work of this contract.
- B. The Asbestos Contractor shall be licensed by the State of Connecticut in accordance with State of Connecticut Regulations, Sections 20-440-1 through 9 and 20-441. Should any portion of the work be subcontracted, the subcontractor must also be licensed in accordance with these regulations. Site supervisors and workers shall be certified in accordance with Sections 20-437 and 20-438 of the Connecticut General Statutes and Section 20-440-5 of the Regulations of Connecticut State Agencies. The licensing and certification requirements are available from the Environmental Health Services Division, CTDPH, 410 Capitol Avenue, P.O. Box 340308, Hartford, CT 06134-0308.
- C. The Owner will retain the services of a Environmental Consultant for protection of its interests and those using the building. Abatement monitoring will be conducted throughout asbestos abatement activities.
- D. Restore all Work Areas and auxiliary areas utilized during abatement to conditions equal to or better than original. Any damage caused during the performance of abatement activities shall be

repaired by the Contractor (e.g., paint peeled off by barrier tape, nail holes, water damage, removal of ceiling tiles or concrete blocks, broken glass, etc.) at no additional expense to the Owner. The Contractor is responsible for protecting all objects in Work Areas that are permanent fixtures or too large to remove.

- E. The Contractor shall be responsible for the following general requirements:
 - 1. Obtain all approvals and permits, and submit all notifications required.
 - 2. Provide, erect, and maintain all planking, bracing, shoring, barricades, and warning signs.
 - 3. Unless otherwise specified, all equipment, fixtures, piping and debris resulting from demolition shall become the property of the Contractor and shall be removed from the premises.
 - 4. Materials to be reused shall be removed with the utmost care to prevent damage of any kind. All material to be reused shall be stored as directed. The Contractor shall coordinate with the Owner as to the storage location.
 - 5. Materials not scheduled for reuse shall be removed from the site and disposed of in accordance with all applicable federal, state and local EH&S Requirements.
 - 6. Provide OSHA required personal monitoring to ensure adequate respiratory protection for each worker.

- F. Protect and preserve in operating condition, all utilities traversing the building and site. Damage to any utility due to work under this Contract shall be repaired to the satisfaction of the Owner at no cost to the Owner.

1.3 DESCRIPTION OF WORK

- A. The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.

- B. Coordinate asbestos abatement work with Owner representatives and Environmental Consultant.

- C. All abatement workers will provide all necessary certifications and photo identification for the record.

- D. The Owner or Environmental Consultant has the authority to order all work to stop if he determines that work is not being performed per state and federal regulations, or the health and safety of workers and building occupants is or may be at risk. There will be no additional fees billed to the Owner because of a stop work order.

- E. The asbestos abatement work shall include the removal of exposed and concealed Asbestos Materials as specified within the Work Plan.

- F. A copy of existing surveys, sampling reports, including a building floor plan indicating affected areas, will be available for each project.

1.4 REFERENCES

- A. The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply.

1. OSHA
 - 29 CFR § 1910.1001 - Asbestos, Tremolite, Anthophyllite, and Actinolite.
 - 29 CFR § 1926.21 - Safety Training and Education.
 - 29 CFR § 1926.32 - Definitions.
 - 29 CFR § 1926.51 - Sanitation.
 - 29 CFR § 1926.55 - Gases, vapors, fumes, dusts, and mists.
 - 29 CFR § 1926.59 - Hazard Communication.
 - 29 CFR § 1926.62 – Lead Exposure in Construction.
 - 29 CFR § 1926.200 - Accident Prevention Signs and Tags.
 - 29 CFR § 1926.417 - Lockout and Tagging of Circuits.
 - 29 CFR § 1926.1101 - Asbestos.

2. EPA
 - 40 CFR Part 61, Subpart M - National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule.
 - 40 CFR Part 763, Subpart E - Asbestos School Hazard Emergency Response Act (ASHERA).
 - 40 CFR Part 763, Subpart G - Worker Protection Rule.
 - 40 CFR Part 763, Appendix C to Subpart E - Asbestos Model Accreditation Plan (MAP).

3. CTDPH
 - Section 19a-332a-1 through 19a-332a-16 - Standards for Asbestos Abatement.
 - Section 19a-332e-1 through 19a-332a-8 – Civil Penalties for Violation of Asbestos Abatement Laws.
 - Section 20-440-1 through 20-440-9 - Licensure and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consultation Services.
 - Section 20-441 – Refresher Training.

4. American National Standards Institute (ANSI)
 - ANSI Z9.2 - Fundamentals Governing the Design and Operation of Local Exhaust Systems.
 - ANSI Z88.2 - Respiratory Protection.

5. American Society of Testing and Materials (ASTM)
 - ASTM E 84 - Surface Burning Characteristics of Building Materials.
 - ASTM E 96 - Water Vapor Transmission of Materials.
 - ASTM E 119 - Fire Tests of Building and Construction Materials.
 - ASTM E 736 - Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members.
 - ASTM E 1368 - Visual Inspection of Asbestos Abatement Projects.
 - ASTM E 1494 - Encapsulants for Spray- or Trowel- Applied Friable Asbestos-Containing Building Materials.

6. Underwriters Laboratories, Inc. (UL)
 - UL 586 - High-Efficiency, Particulate, Air Filter Units.

1.5 DOCUMENTATION

- A. Submit two copies of the following documentation to the Owner and Environmental Consultant to ensure compliance with the applicable regulations. An up-to-date copy shall be retained at the work site at all times.
- B. Manufacturer's Catalog Data:
1. Local Exhaust Equipment
 2. Vacuum Equipment
 3. Respirators
 4. Pressure Differential Automatic Recording Instrument
 5. Surfactant
 6. Chemical Encapsulant
 7. Polyethylene Sheeting
 8. Airless Sprayers
 9. Portable Shower Units
 10. Adhesive Removal Chemicals
 11. MSDS for All Materials Delivered to the Site
 12. Letters of Compatibility for Encapsulants and Over coating Materials
- C. Statements:
1. State Notification
 2. Worker Medical Certification
 3. Worker Training Certification
 4. Worker Respirator Fit Testing
 5. OSHA Laboratory Certification
 6. Landfill Approval
 7. Safety Plan
 8. Respirator Protection Plan
 - a. Initial Exposure Assessment
 - b. Copies of all required notifications, approvals and permits for the removal, disposal and transport of Asbestos Materials.
 - c. Documentation from a physician certifying that all employees who may be exposed to airborne asbestos in excess of the background level have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health affects. In addition, document that personnel have received medical monitoring required in 29 CFR § 1926.1101. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he/she will be required to perform as well as special work place conditions such as high temperature, high humidity and chemical contaminants which to which he/she may be exposed.
 - d. Documentation certifying that all employees have received training in the proper handling of materials that contain asbestos; understand the health implications and risks involved, including the illnesses possible from exposure to airborne asbestos fibers; understands the use and limits of respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment as indicated in 29 CFR § 1926.1101 on an initial and annual basis.

- e. Documentation of respiratory fit testing for all employees who must enter the Work Area. This fit testing shall be in accordance with qualitative procedures as detailed in 29 CFR § 1926.1101.
- f. Establish and supervise in accordance with 29 CFR § 1926.21, a program for the education and training of workers in the recognition, avoidance and prevention of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. Include any site-specific information to address health and safety procedures unique to this project.
- g. Establish a written Respiratory Protection Plan in accordance with 29 CFR § 1910.134. This plan shall establish procedures governing the selection and use of respirators and shall include such information as training in the proper use of respirators; medical examination of workers to determine whether or not they may be assigned an activity where respiratory protection is required; training in proper use and limitations of respirators; respirator fit testing; regular inspection and evaluation of the continued effectiveness of the program; and other elements included in the standard.
- h. Establish a written Hazard Communication Plan in accordance with 29 CFR § 1910.1200(e) and 29 CFR § 1926.59(e). This plan shall establish procedures describing how the facility will comply with the standard; describe how MSDS's will be obtained and made available for each hazardous chemical used in the work area; describe how information and training will be provided to employees; include a list of all toxic chemicals known to be present in the work place, cross-referenced to the MSDS file; explain how workers will be informed of hazards connected with non-routine tasks such as dealing with accidental spills and leaks; explain how workers will be informed of hazards associated with chemicals contained in unlabeled pipes; and, contain information on how other contract employees will be informed about hazards their employees may encounter while working in the facility.
- i. Demonstrate that employee's exposure will be below the PELs. For Class I asbestos work until the employer conducts exposure monitoring and documents that employees on that job will not be exposed in excess of the PELs, or otherwise makes a negative exposure assessment, the employer shall presume that employees are exposed in excess of the TWA and excursion limit.

D. Records:

- 1. Sign-in/out Logs
- 2. Daily Contractor Logs
- 3. Personal Air Sampling Results
- 4. Waste Shipment Records
- 5. Pressure Differential Recording Data
- 6. NPE Inspection and Smoke Test Logs
- 7. Rental Equipment Statements
 - a. When rental equipment is to be used in removal areas or to transport waste materials, submit a copy of written notification provided to the rental company informing them of the nature of use of the rented equipment

1.6 PERSONNEL PROTECTION

- A. Respiratory protection shall meet the requirements of OSHA as required in 29 CFR § 1910.134 and 29 CFR § 1926.1101. Provide appropriate respiratory protection for each worker and ensure usage during potential asbestos exposure. Select respirators from among those jointly approved as being acceptable for protection by the Mine Safety and Health Administration (MSHA) and

the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part 11. Provide an adequate supply of filter elements for respirators in use.

B. Minimum respiratory protection shall be as follows:

Airborne concentration of asbestos,
or conditions of use.

Required Respirator

Not in excess of 10 f/cc
(100 x PEL)

Any powered air purifying
respirator equipped with
high efficiency filters
or any supplied-air respirator
operated in continuous flow
mode.

Not in excess of 100 f/cc
(1000 x PEL)

Full face piece supplied
air respirator operated
in pressure demand mode.

Greater than 100 f/cc
(>1000 x PEL) or
unknown concentration

Full face piece supplied
air respirator operated in
pressure demand mode,
equipped with an auxiliary
positive pressure self-
contained breathing
apparatus.

- a. Respirators assigned for higher airborne fiber concentrations may be used at lower concentrations, or when required respirator use is independent of concentration.
- b. A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 microns in diameter or larger.

C. Provide and require all workers to wear protective clothing in Work Areas where asbestos fiber concentrations exceed permissible limits established by OSHA. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings. Ensure all contaminated protective clothing remains in the Equipment Room for reuse or disposal of as contaminated waste.

D. Ensure that all workers and authorized persons enter and leave the Asbestos Control Area through the Worker Decontamination Enclosure System.

1.7 EQUIPMENT REMOVAL PROCEDURE

A. Clean surfaces of contaminated containers and equipment thoroughly by vacuuming with HEPA filtered equipment and wet wiping before moving such items into the Equipment Decontamination Enclosure System for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave the Asbestos Control Area through the Equipment Decontamination Enclosure System.

1.8 SEQUENCE OF WORK

- A. Proceed in accordance with the sequence of work as mutually agreed upon with the Owner and Environmental Consultant. Work shall be divided into convenient Work Areas, each of which is to be completed as a separate unit. The following sequence of work shall be used for the asbestos abatement work:
1. A visual inspection of the Work Area to determine pre-existing damage to facility components.
 2. Release of area to the Contractor.
 3. All temporary utilities required for the project shall be onsite and operational prior to the initiation of asbestos work.
 4. Selective demo under NPE to access asbestos-containing materials by the Contractor.
 5. Abatement of all asbestos-containing materials by the Contractor.
 6. Visual inspection and re-occupancy air clearance by the Owner's Project Monitor for completeness.
 7. Cleanup by the Contractor.

1.9 DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating materials. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.

1.10 SCHOOL IN SESSION (SIS) REQUIREMENTS

- A. No asbestos removal activities are permitted during regular school hours. It is preferred that such removal activities are conducted only on weekends and during school vacations.
- B. Asbestos removal shall be conducted in accordance with applicable CTDPH regulations and CTDPH Circular Letter EHS #2006-33.
- C. The abatement contractor shall provide the documentation included in paragraph 1.5.C to the Asbestos Project Designer thirty (30) days prior to start of asbestos abatement activities in each work area for submission in CTDPH SIS requests. No asbestos abatement is permitted in an occupied school facility until approved by CTDPH.
- D. The Owners project monitor will conduct daily air sampling at prescribed locations throughout the project. Samples will be collected and read via phase contrast microscopy (PCM) twice per shift. All air samples in occupied areas shall be analyzed at the site prior to the end of the shift, by an analyst currently listed on the AIHA Asbestos Analysts registry and the CTDPH Laboratory Certification Program. The results of the analysis of all samples shall be made available prior to return of students on the next day following the date of collection of the samples.
- E. If during asbestos abatement activities, any air sample analyzed by PCM is either overloaded with particulates or exceeds 0.010 f/cc or the background level, whichever is higher, the sample shall be analyzed by the NIOSH 7402 Transmission Electron Microscopy (TEM) method. Results of the analysis of the TEM samples shall be submitted to the CTDPH and Bolton Schools.

- F. If any air sample analyzed by NIOSH 7402 TEM method is either overloaded with particulate and cannot be analyzed or, if upon analysis the sample fiber concentration exceeds 0.005 f/cc, the area outside the established asbestos work area will be considered contaminated with asbestos. The Asbestos Project Designer shall conduct an assessment of the contamination and the Contractor shall re-establish engineering controls, isolation barriers, abatement work practices, etc. and clean the affected area. An area of the school evacuated due to air sampling data as described above shall not be occupied until: i) the area is cleaned via wet wipe techniques using amended water and HEPA vacuum procedures by the Contractor and ii) air sampling and analysis of the area satisfies the CTDPH criteria for re-occupancy.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fire retardant polyethylene sheeting in roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating four (4) or six (6) mil.
- B. Polyethylene disposable bags shall be six (6) mil with pre-printed label. Disposable bags shall be black.
- C. Tape shall be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finish or unfinished surfaces. Tape must be capable of adhering under both dry and wet conditions.
- 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 one (1) ounce surfactant to five (5) gallons of water or as directed by the manufacturer.
- E. Containers must be impermeable and shall be both air and watertight. Containers shall be labeled in accordance with OSHA Standard 29 CFR § 1926.1101 and EPA 40 CFR Part 61.152 as appropriate.
- F. Labels and signs shall conform to OSHA Standard 29 CFR § 1926.1101.
- G. Encapsulants shall be of a bridging or penetrating type which has been approved by the Asbestos Project Designer. Usage shall be in accordance with manufacturer's printed technical data. Encapsulant must be compatible with new materials being installed. Encapsulant may be clear or white.
- H. Glove-bag assembly shall be manufactured of six (6) mil transparent polyethylene or PVC with two (2) inward projecting long sleeve gloves, an internal pouch for tools, and an attached labeled receptacle for waste. Glove-bag use must be approved by the CTDPH through an AWP.
- I. Mastic removal chemicals are prohibited.

2.2 TOOLS AND EQUIPMENT

- A. Tools and equipment shall be suitable for asbestos removal.

- B. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.
- C. Electrical equipment, protective devices, emergency generators and power cables shall conform to all applicable codes.
- D. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate. Showers shall be equipped with hot and cold or warm running water. One shower stall shall be provided for each eight workers.
- E. Exhaust air filtration units shall be equipped with HEPA filters capable of providing sufficient air exhaust to create a minimum pressure differential of 0.02 inches of water column, and to allow a sufficient flow of air through the area. An automatic warning system shall be incorporated into the equipment to indicate pressure drop or unit failure. No air movement system or air filtering equipment shall discharge unfiltered air outside the Asbestos Control Area.
- F. All air filtration exhaust tubes shall be exhausted to the exterior of the building.
- G. Pressure differential automatic recording instruments shall be provided to ensure exhaust air filtration devices provide the minimum pressure differential required between the Work Area and occupied areas of the facility.
- H. Spray equipment shall be capable of mixing wetting agent with water and capable of generating sufficient pressure and volume. Hose length shall be sufficient to reach all of the Asbestos Control Area.
- I. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 microns in diameter or larger.
- J. Mechanical mastic removal equipment shall be suitable for the application and be used only with HEPA shroud attachments.
- K. Ladders and/or scaffolds shall be of adequate length, strength and sufficient quantity to support the work schedule.
- L. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the Work Area shall be provided as appropriate for the work.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS FOR ASBESTOS ABATEMENT

- A. A Competent Person and Asbestos Abatement Site Supervisor shall be on the job at all times to ensure the establishment and maintenance of the work areas and proper work practices are followed through completion of the project.
- B. Containerize Asbestos Materials removed daily. Do not allow Asbestos Materials to remain on the floor overnight, allowing it to dry out. Fill disposal containers (six (6) mil polyethylene bags

or fiber drums) as removal proceeds, seal filled containers, and apply caution labels and clean containers before removal to decontamination system. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Bags may be placed in drums for staging and transportation to the disposal site. Bags shall be decontaminated by Wet Cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops. Wet clean each container thoroughly before moving to a holding area or to the waste storage container.

- C. If at any time during asbestos removal, should the Project Monitor suspect contamination of areas outside the Work Area, the Contractor shall stop all abatement work, take steps to decontaminate these areas, eliminate causes of such contamination, and notify the Owner. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and visual inspections determine decontamination.

3.2 PREPARATION OF WORK AREA

- A. Prior to beginning work, the Owner, Consultant and Contractor shall perform a visual survey of each Work Area and list all pre-existing damage to building components. The Contractor shall submit to the Owner and/or General Contractor a list, of pre-existing damaged areas.
- B. Establish Regulated Areas with warning tape and signs meeting the requirements of OSHA 29 CFR § 1910.1001 and 29 CFR § 1926.1101 at each Regulated Area. In addition, signs shall be posted at all approaches to Regulated Areas so that an employee may read the sign and take the necessary protective steps before entering the area. Additional signs may require posting following construction of work place enclosure barriers.
- C. Utilize engineering controls and personnel protective equipment (PPE) while installing enclosures and supports when Asbestos Materials may be disturbed.
- D. When feasible, shut down and lock out electrical power, including all receptacles and light fixtures. Protect receptacles and light fixtures remaining in the Work Area with six (6) mil polyethylene sheeting and seal with tape. Coordinate all power and fire alarm isolation with the General Contractor and/or Owner.
- E. Provide temporary power and lighting and ensure safe installation, including ground fault protection, of temporary power sources and equipment in compliance with applicable electrical code and OSHA requirements. The Contractor is responsible for proper connection and installation of electrical wiring for equipment required to complete asbestos removal.
- F. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the building. Seal all vents.
- G. Pre-clean movable objects within the proposed Work Areas using HEPA filtered vacuum equipment and/or Wet Cleaning methods as appropriate and remove such objects from Work Areas to a temporary location.
- H. Pre-clean fixed objects within the proposed Work Areas, using HEPA filtered vacuum equipment and/or Wet Cleaning methods as appropriate, and enclose with two layers of six (6) mil polyethylene sheeting sealed with tape. Objects which must remain in the Work Area and which require special ventilation or enclosure include electrical equipment, pumps, compressors, control panels and meter equipment.

- I. Clean the proposed Work Areas using HEPA filtered vacuum equipment and/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.
- J. Seal off all windows, doorways, skylights, ducts, grilles, diffusers and any other openings between the Work Area and the uncontaminated areas outside of the Work Area with critical barriers. Doorways and corridors, which will not be used for passage during work, must be sealed with fixed critical barriers.
- K. Cover floor and wall surfaces with polyethylene sheeting sealed with tape. Polyethylene shall be applied alternately to floors and walls. Cover floors first, with a layer of six (6) mil polyethylene sheeting, so that polyethylene extends at least twelve (12) inches up on walls. Cover walls with a layer of four (4) -mil polyethylene sheeting to twelve (12) inches beyond the wall floor intersection, thus overlapping the floor material by a minimum of twenty-four (24) inches. Repeat the process for the second layer of polyethylene. There shall be no seams in the plastic sheet at wall-to-floor joints. Install a layer of four (4) -mil polyethylene sheeting at a ceiling barrier.
- L. Conspicuously label and maintain emergency and fire exits from the Asbestos Control Area satisfactory to fire officials.

3.3 WORKER DECONTAMINATION ENCLOSURE SYSTEM

- A. Establish contiguous to the Work Area, a Worker Decontamination Enclosure System consisting of an Equipment Room, Shower Room and Clean Room in series. Access to the Work Area shall only be through this enclosure.
- B. Access between rooms in the Worker Decontamination Enclosure System shall be through double flap-curtained openings (air locks). Other effective designs are permissible. The Clean Room, Shower Room and Equipment Room located within the Worker Decontamination Enclosure, shall be completely sealed ensuring sole source of airflow into the Asbestos Control Area originates from the outside-uncontaminated areas.
- C. The Clean Room shall be adequately sized to accommodate workers and shall be equipped with a suitable number of hooks, lockers, shelves, etc., for workers to store personal articles and clothing. Changing areas of the Clean Room shall be suitably screened from areas occupied by the public.
- D. The Shower Room shall be of sufficient capacity to accommodate the number of workers. Supply warm water to showers. Provide one shower for each eight workers. No worker or other person shall leave an Asbestos Control Area without showering.

3.4 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM

- A. Establish contiguous to the Work Area, an Equipment Decontamination Enclosure System consisting of two (2) totally enclosed chambers divided by a double flap curtained opening. Other effective designs are permissible. This enclosure must be constructed to ensure that no personnel enter or exit through this unit.

3.5 SEPARATION OF WORK AREAS FROM OCCUPIED AREAS

- A. Occupied areas and/or building space not within the Asbestos Control Area shall be separated from asbestos abatement Work Areas by means of airtight barriers. Barriers at openings with dimensions exceeding two (2) feet in both directions shall be blocked with fixed critical barriers.
- B. Do not impair required building exits from any occupied building area. Where normal exits have been blocked by the asbestos work, provide temporary exit signs directing building occupants to the nearest available exit location.
- C. Before beginning work within the enclosure and at the beginning of each shift, the NPE shall be inspected for leaks, and any leaks sealed.
- D. Create a pressure differential in the range of 0.02 to 0.04 inches of water column between the Work Area and occupied areas by the use of acceptable pressure differential equipment. Provide a sufficient quantity of units to exhaust the volume of air within the Asbestos Control Area a minimum of four (4) times per hour. Continuously monitor the pressure differential between the Work Area and occupied areas utilizing recording type equipment to ensure exhaust air filtration equipment maintains a minimum pressure differential of 0.02 inches of water column.

3.6 REMOVAL OF FRIABLE ASBESTOS MATERIAL

- A. Remove friable including non-friable Asbestos Materials identified in accordance with the requirements of this Section.
- B. Removal of existing walls, partitions, suspended acoustic ceilings, hard gypsum wallboard and plaster ceilings, fluorescent light fixtures, alarm system components and other ceiling mounted items that interfere with asbestos abatement shall be accomplished after engineering controls have been established.
- C. Spray friable materials with amended water, using airless spray equipment capable of providing a "mist" application to reduce the release of fibers during the removal operation. In order to maintain indoor asbestos concentrations at a minimum, remove the wet asbestos 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.
- D. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work, the surfaces being cleaned shall be kept wet.

3.7 REMOVAL OF NON-FRIABLE RESILIENT FLOORING AND ASSOCIATED MASTIC

- A. Resilient flooring shall be removed by approved methods, which minimize the release of asbestos fibers. Mastic may be removed by mechanical means. Chemical removal is prohibited unless used in areas where mechanical means cannot reach. Mechanical equipment equipped with HEPA shroud attachments may be used to remove flooring mastic. Ensure surfaces have been adequately wetted to prevent dust emissions prior to operation of mechanical mastic removal equipment.

3.8 REMOVAL OF NON-FRIABLE MISCELLANEOUS MATERIAL

- A. Non-friable miscellaneous materials shall be removed by approved methods, which minimize the release of asbestos fibers. Materials shall be wetted with amended water prior to removal. Double wrap Asbestos Materials in 6-mil polyethylene sheeting or bags and remove for disposal.

3.9 REMOVAL OF WINDOWS/DOORS FROM BUILDING EXTERIOR

- A. Cover floor surfaces with polyethylene sheeting sealed with tape. Polyethylene shall extend a sufficient distance from the work to collect loose material which may fall to the floor during the window removal process. Cover roof surfaces with polyethylene sheeting sealed with tape. Polyethylene shall extend a minimum of 10-feet from building exterior. Install polyethylene sheet over the inside of the window opening and seal with tape.
- B. The windows are to be removed from the opening by methods to minimize damage, wrapped in two (2) layers of 6-mil polyethylene sheeting and labeled for proper disposal. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible residue (wire brushes are not permitted). During this work, the surfaces being cleaned shall be kept wet. Specific caulking could be identified as PCB containing. See Section 028433 regarding Removal and Disposal of PCBs. Removal of these materials shall follow the methods and engineering practices approved by the EPA and the CTDEEP within the associated PARP, if applicable.

3.10 ALTERNATIVE WORK PRACTICE (AWP) PROCEDURES

- A. The procedures described in this specification are to be utilized at all times. AWP methods are no permitted for this project.

3.11 CLEAN-UP PROCEDURE

- A. Remove and containerize all visible accumulations of Asbestos Materials which may have been splattered or collected on the polyethylene wall covering. Carefully remove the cleaned outer layer of polyethylene from the walls, fold inward as material is being removed, and place in disposal containers. Any debris, which may have leaked behind the outer layer, shall be removed by HEPA vacuuming and/or Wet Cleaning.
- B. Remove contamination from the exteriors of the negative air machines, scaffolding, ladders, extension cords, hoses and other equipment inside the Work Area. Cleaning may be accomplished by brushing, HEPA vacuuming and/or Wet Cleaning.
- C. The Project Monitor shall conduct a thorough visual inspection utilizing a high-intensity flashlight, with the containment barriers in place, to detect visible accumulations of dust or bulk Asbestos Materials remaining in the Work Area. Should dust, debris or residue be detected, the Contractor shall repeat the cleaning, at the Contractor's expense, until the area is in compliance. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate cleanup of the work site. At the conclusion of the final visual inspection, the Contractor and Project Monitor shall certify that they have visually inspected the Work Area (all surfaces including pipes; beams, ledges, walls, ceiling and floor plastic sheet, decontamination unit, etc.) and have found no dust, debris or residue.

- D. Once the area has been re-cleaned, any equipment, tools or materials not required for completion of the work, shall be removed from the Work Area. Negative air filtration devices shall remain in place and operating for the remainder of the clean-up operation.
- E. Apply a lock-down encapsulant to all surfaces within the Work Area from which asbestos has been removed and the cleaned inner layer of polyethylene.
- F. After clearance air sampling is conducted and fiber concentrations are below 0.01 f/cc or less than 70 structures per cubic centimeter. Remove all remaining polyethylene, including critical barriers, and Decontamination Enclosure System(s) leaving negative air filtration devices in operation. HEPA vacuum and/or wet wipe any visible residue, which is uncovered during this process.

3.12 CLEARANCE AIR SAMPLING

- A. Re-occupancy clearance air sampling will be conducted by the Project Monitor in accordance with the re-occupancy clearance criteria as set forth in the Regulations of Connecticut State Agencies, Section 19a-333-7.
- B. Post-abatement clearance air monitoring requirements are as follows:
 - 1. Air sampling will not begin until at least 2 hours after Wet Cleaning has been completed and no visible water or condensation remain.
 - 2. Sampling equipment will be placed at random around the Work Area. If the Work Area contains the number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the number of samples, a representative number of rooms will be selected.
 - 3. The representative samplers placed outside the Work Area but within the building will be located to avoid any air that might escape through the isolation barriers and will be approximately 25 feet from the entrance to the Work Area, and 15 feet from the isolation barriers.
 - 4. The following aggressive air sampling procedures will be used within the Work Area during all air clearance monitoring:
 - a. Before starting the sampling pumps, direct the exhaust from forced air equipment (such as a 1 horsepower leaf blower) against all walls, ceilings, floors, ledges and other surfaces in the Work Area. This should take at least 5 minutes per 1000 SF of floor area.
 - b. Start the sampling pumps and sample for the required time.
 - c. Turn off the pump when sampling is complete.
 - 5. Air volumes taken for clearance sampling shall be sufficient to accurately determine (to a 95 percent probability) fiber concentrations to 0.01 f/cc of air or be less than 70 structures per cubic centimeter as determined by an accredited laboratory.
 - 6. Each homogeneous Work Area, which does not meet the clearance criteria, shall be thoroughly re-cleaned using HEPA vacuuming and/or Wet Cleaning, with the negative pressure ventilation system in operation. New samples shall be collected in the Work Area as described above. The process shall be repeated until the Work Area passes the test, with the cost of repeat sampling being borne entirely by the Contractor.
 - 7. For an asbestos abatement project with more than one homogeneous Work Area, the release criterion shall be applied independently to each Work Area.

- C. Continuous air sampling during construction will be conducted by the Project Monitor. Re-occupancy clearance testing will be in accordance with CTDPH requirements.

3.13 CONTRACTOR RESPONSIBILITY

- A. Conduct air sampling, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 29 CFR § 1926.1101. Perform monitoring to determine accurately the airborne concentrations of asbestos to which employees may be exposed. Determinations of employee exposure shall be made from breathing zone air samples that are representative of the 8-hour TWA and 30-minute short-term exposures of each employee. Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours of receipt of results, and shall be available for review until the job is complete.

3.14 DISPOSAL OF ASBESTOS

- A. Disposal of Asbestos Materials shall occur at an authorized site and must be in compliance with the requirements of, and authorized by the CTDEEP's Office of Solid Waste Management or other designated agency having jurisdiction over solid waste disposal.
- B. Disposal approval shall be obtained prior to commencement of asbestos removal.
- C. Warning signs must be attached to vehicles used to transport Asbestos Materials. Warning signs shall be posted during loading and unloading of disposal containers. The signs must be posted so that they are plainly visible.
- D. Waste removal dumpsters and cargo areas of transport vehicles shall be lined with a layer of six (6) mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first, and shall be extended up sidewalls 12-inches. Wall sheeting shall overlap floor sheeting 24-inches and tape into place.
- E. A copy of the completed Waste Shipment Record shall be provided to the Owner and Environmental Consultant.

3.15 ACTION CRITERIA

- A. If air samples collected outside of the Work Area during abatement activities indicate airborne fiber concentrations greater than original background levels or greater than 0.010 f/cc, as determined by Phase Contrast Microscopy, whichever is larger, an examination of the Work Area perimeter shall be conducted and the integrity of barriers shall be restored. Cleanup of surfaces outside the Work Area using HEPA vacuum equipment or Wet Cleaning techniques shall be done prior to resuming abatement activities.

END OF SECTION 028213

Dear SCOTT J JOHNSON,

Attached you will find your validated certificate for the coming year. Should you have any questions about your certificate renewal, please do not hesitate to write or call:

Department of Public Health (860) 509-7603
P.O. Box 340308 oplc.dph@ct.gov
M.S.#12MQA www.ct.gov/dph/license
Hartford, CT 06134-0308

Sincerely,

RAUL PINO, MD, MPH, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH


NAME
SCOTT J JOHNSON


CERTIFICATE NO. 000298

CURRENT THROUGH
09/30/18

PROFESSION
ASBESTOS CONSULTANT-PROJECT DESIGNER

VALIDATION NO. 03-615247


SIGNATURE


COMMISSIONER

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH


PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT
THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A
ASBESTOS CONSULTANT-PROJECT DESIGNER


CERTIFICATE NO. 000298

CURRENT THROUGH 09/30/18

VALIDATION NO. 03-615247

SCOTT J JOHNSON


SIGNATURE


COMMISSIONER

INSTRUCTIONS:

1. Detach and sign each of the cards on this form
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

WALLET CARD

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH


NAME
SCOTT J JOHNSON


CERTIFICATE NO. 000298

CURRENT THROUGH
09/30/18

PROFESSION
ASBESTOS CONSULTANT-PROJECT DESIGNER

VALIDATION NO. 03-615247


SIGNATURE


COMMISSIONER

CERTIFICATE OF ACHIEVEMENT

This certifies that

Scott Johnson

has successfully completed the

**Asbestos Project Designer Refresher
Asbestos Accreditation Under TSCA Title II
40 CFR Part 763**

conducted by

**ATC Group Services, LLC
73 William Franks Drive
West Springfield, MA 01089
(413) 781-0070**

Gregory Morsch
Principal Instructor
Gregory Morsch

March 13, 2017

Date of Course

March 13, 2018

Expiration Date

Gregory Morsch
Regional Training Director
Gregory Morsch

PDR-1545

Certificate Number

March 13, 2017

Examination Date

ASBESTOS ABATEMENT WORK PLAN
BOLTON CENTER SCHOOL
108 NOTCH ROAD
BOLTON, CT

September 22, 2017
(Updated October 16, 2017)

ATC Group Services LLC (ATC) has prepared the following proposed work plan to conduct removal of Asbestos Materials from select rooms (the Work), at the Bolton Center School, located at 108 Notch Road in Bolton, CT.

Asbestos removal work shall be conducted in accordance with the requirements included in the attached Abatement Specification prepared for Bolton Schools by ATC dated October 2017 (Specification). The Abatement Contractor (Contractor) is expected to review and be familiar with the entirety of the Abatement Specification and, in particular, Section 028213 regarding Asbestos Abatement. Asbestos removal work shall also be conducted in accordance with, all federal, state, and local laws and regulations, and the requirements described in this Asbestos Abatement Work Plan. Please refer to Specification Section 028213, Part 1.1 for definitions of capitalized terms used herein.

The Contractor is solely responsible for obtaining all federal, state, and local permits or approvals which may be required to perform the Work, including all costs, fees and taxes required or levied. The Contractor shall adhere to all permit/approval requirements.

The Owner has the authority to order all work to stop if it is determined that work is not being performed per federal, state or local laws or regulations, or the health and safety of workers and/or building occupants is or may be at risk. There will be no additional fees billed to the Owner because of a stop work order.

Background

- A. ATC has conducted an inspection of rooms 1, 3 through 15 and a section of offices within Bolton Center School pursuant to the provisions of the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M and has identified Asbestos Materials requiring removal prior to anticipated renovations. The inspection and related testing included sampling and assessing the condition of Asbestos Materials associated with the select rooms of Bolton Center School. A copy of the inspection report for the impacted area is attached.
- B. Quantities and locations of Asbestos Materials should be verified by the Contractor.
- C. Materials scheduled to be removed are:
 - Asbestos 9" Floor Tile and Associated Mastic – Approximately 12,982 Square Feet
 - Carpet over Tile
 - Non-Asbestos Cove Base and Adhesive
- D. Locations of materials to be removed are:
 - Rooms 1, 3 through 15.
 - Office Suite by Cafeteria.
 - Staff Room by Cafeteria.

Sequence of Work:

- A. Asbestos Material removal shall be coordinated with the Owner and Environmental Consultant and is to be accomplished according to approved sequencing.
- B. Abatement schedule is as follows:
 - 1. Summer Break – June 25, 2018 through July 20, 2018
 - a) Monday through Friday 7am-5pm
- C. The Work will be conducted as a school in session (SIS) with no-occupancy, asbestos abatement project. Setup, removal, and waste load out can be conducted anytime of the day with prior written approval from Bolton Schools. No work shall be conducted if the building is occupied by students or children under the age of eighteen (18).
- D. Contractor shall notify the local fire department of construction schedule and type of work prior to project start. Contractor shall also provide a copy of their site safety plan to the local fire department upon request.
- E. Contractor is responsible for securing the Work Area after shift end. No changes to the work schedule affecting security and safety will be permitted without permission from Bolton Schools.
- F. Movable objects will be removed by School Staff prior to start of abatement activities.
- G. Temporary power, water, and lighting hookup are the responsibility of The Contractor. There will be power and water available within the building. Temporary electrical work shall comply with NEC requirements.
- H. The cabinets will remain in place. It is the responsibility of the Contractor to protect cabinets from damage and to remove accessible flooring and mastic under the radiator enclosures located near the windows.
- I. All door trim, base boards, crown molding, ceiling panels and trim are to be protected from damage.
- J. Any and all changes to the scope of work or project schedule shall be pre-approved by ATC project designer and Bolton Schools before changes can be implemented.
- K. Chemical removal methods are prohibited, unless necessary to remove mastic in location that mechanical means cannot be obtained.
- L. Contractor will relocate and/or protect any items within the Work Area that has not been previously removed by Bolton Schools.
- M. At the request of Bolton School, an Alternate Work Practice (AWP) shall not be used during this project.
- N. The Fire Alarm Control Panel shall be made accessible during all phases of abatement and shall not be blocked.

- O. No one under the age of 18 will be in the building during abatement activities.
- P. All OSHA regulation shall be followed to protect the workers of all hazards during all work phases.

Removal Methods:

- A. Inspect area for debris. Asbestos Material debris shall be gathered and managed as Connecticut Regulated Waste (*see* Conn. Gen. Stat. § 22-454), and Special Waste (*see* RCSA § 22a-209-8(i)) under Environmental Health & Safety Requirements.
- B. Satisfactorily wet all Asbestos Material being remediated in accordance with State requirements. Wetting shall be limited so as to the amount required to control dust and shall not lead to the free flow of water from the Work Area. Sorbent pads shall be used to contain any excess waste water. All debris shall be properly collected and disposed of as asbestos waste, and in accordance with applicable laws and regulations.
- C. All Asbestos Material, carpet and cove base shall be removed and properly containerized for disposal. No remediated material shall be allowed to be stockpiled on the ground. All remediated material must be properly containerized and placed in a designated storage area on-site that is secured and properly labeled.
- D. Mechanical grinding equipped with a HEPA vacuum system can be used to remove Asbestos Materials. Utilize hand tools as required to fully remove materials. Chipping with power tools may only occur in a way as to not structurally damage the substrate. When these power tools are used, they shall be equipped with HEPA vacuum systems or other measures to control and contain dust.
- E. Upon completion of the Work, the Environmental Consultant shall perform a visual inspection to ensure all materials have been properly removed as per this section.
- F. All abated surfaces are to be encapsulated with a lockdown encapsulant following post abatement visual inspection and prior to post abatement re-occupancy testing.
- G. Signage associated with removal and disposal activities shall be in accordance with applicable regulations and requirements.
- H. HEPA filtered vacuum or wet cleaning technique shall be used to clean up the work area following abatement until there is no visible residue.

Negative Pressure Enclosure:

- A. Demarcate the Work Area and post signage at a sufficient distance to keep unauthorized workers and the public out of the Work Area. A tool drop zone and personnel decontamination area will be established contiguous to the Work Area.
- B. Establish a decontamination area for workers to properly don and doff protective equipment and decontaminate when entering and leaving the Work Area. Decontamination of personnel and equipment is required after performance of activities where Asbestos Materials are handled. Personnel decontamination shall, at a minimum, consist of: decontamination before breaks and

each time workers exit the Work Area, and at the completion of each work day to prevent worker exposure and the spread of contaminants off-site.

- C. Do not obstruct required building exits from any occupied building area. Where normal exits have been blocked by the Work, provide temporary exit signs directing building occupants to the nearest available exit location.
- D. Do not obstruct the Fire Alarm Control Panel. Access to the panel must be made available at all times during abatement.
- E. Occupied areas and/or building space not within the Work Area shall be separated from the Work Area by means of airtight polyethylene barriers constructed with two (2) layers of six (6)-mil polyethylene sheeting taped and sealed at the seams and marked with appropriate signage. Barriers at openings with dimensions exceeding two (2) feet in both directions shall be blocked with critical barriers.
- F. Shut down and/or isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the building. Seal all vents. Containment area shall include one (1) layer of polyethylene sheeting taped and sealed at the seams for a ceiling barrier.
- G. The Contractor shall use a sufficient quantity of units to exhaust the volume of air within the Asbestos Control Area a minimum of four (4) times per hour. Discharge of exhaust air to the exterior shall be at a location approved by the Owner.
- H. The Contractor shall use appropriate rated polyethylene sheeting required by the Town Fire Marshall for all constructed layers of the Asbestos Control Area. The Town of Bolton Fire Marshall requires fire retardant polyethylene sheeting to be used for all constructed layers of the Asbestos Control Area.
- I. Temporary power and lighting hookup is the responsibility of the Contractor. The Contractor is responsible for a water supply and shall bring its own water source or obtain approval from the Owner to use Owner's water source prior to construction.
- J. Water shall not be left pooled within Work Area. Any damage or cleanup cost associated with water use by the Abatement Contractor will be borne entirely by the Abatement Contractor.

Air Sampling Scheme:

- A. A CTDPH licensed Project Monitor will be on-site fulltime during asbestos abatement activities. No Work will be performed unless the Project Monitor is on-site.
- B. The Asbestos Control Area shall be inspected at critical barriers and/or at other locations to verify integrity of barriers.
- C. Inspections of barriers and engineering controls throughout Work Areas and adjacent occupied areas shall be conducted during all work shifts.
- D. Daily air sampling at locations throughout adjacent building areas will be conducted during the project as deemed necessary. Air samples in adjacent areas shall be analyzed at the site prior to the end of the shift, by an analyst currently listed on the AIHA Asbestos Analysts Registry and the CTDPH Laboratory Certification Program.

- E. If any air sample analyzed by NIOSH 7400 PCM method is either overloaded with particulates and cannot be analyzed or, if upon analysis the sample fiber concentration exceeds 0.005 f/cc, the area outside the established Work Area will be considered contaminated with asbestos. The Project Designer shall conduct an assessment of the contamination and the Contractor shall re-establish engineering controls, isolation barriers, work practices, etc. and clean the affected area. An area of the school evacuated due to air sampling data as described above shall not be occupied until: i) the area is cleaned via wet wipe techniques using amended water and HEPA vacuum procedures by the Contractor; and ii) air sampling and analysis of the area satisfies the CTDPH criteria for re-occupancy.
- F. Post abatement visual inspection and air sampling will be conducted by the Project Monitor in accordance with the re-occupancy clearance criteria as set forth in the Regulations of Connecticut State Agencies, § 19a-332a-12(a).
- G. Adequate power for air sampling shall be supplied for the Project Monitor by the Contractor for all stages of abatement.
- H. The Contractor is responsible for his own personal sampling as outlined in OSHA Regulation 29 CFR § 1926.1101. Daily personal and excursion sampling will be the responsibility of the Contractor to check personal exposure levels versus respiratory protection and to check work practices. Personal sampling pumps should have a flow rate between one-half (1/2) and five (5) liters per minute and sample duration will be as close to an eight-hour work day as possible for personal samples and thirty (30) minutes for excursion sampling. Pump flow rates will be pre- and post-calibrated. The analytical laboratory used by the Contractor shall be AIHA accredited for asbestos analytical work.

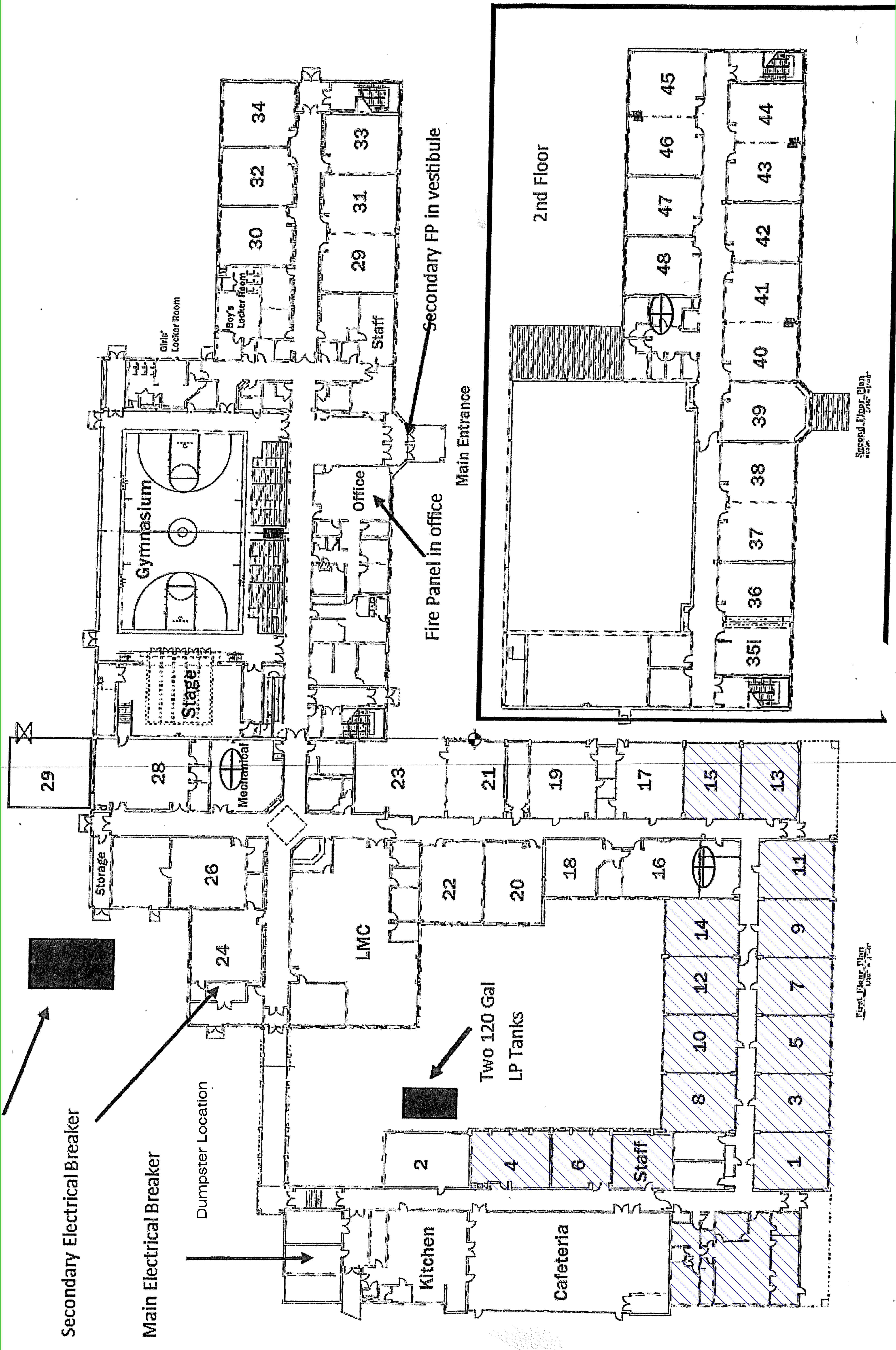
Waste Disposal:

- K. Disposal of Asbestos Materials shall occur at an authorized site approved by Bolton Schools.
- L. Warning signs must be attached to vehicles used to transport Asbestos Materials. Warning signs shall be posted during loading and unloading of disposal containers. The signs must be posted so that they are plainly visible.
- M. Waste removal dumpsters and cargo areas of transport vehicles shall be lined with a layer of six (6) mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first, and shall be extended up sidewalls twelve (12) inches. Wall sheeting shall overlap floor sheeting twelve (12) inches and be taped into place. The Contractor must verify with the waste disposal site, approved by Bolton Schools, any additional requirements affecting proper disposal of asbestos waste materials as Special Waste (*see* RCSA § 22a-209-8(i)) under Environmental Health & Safety Requirements.
- N. Water from the decontamination shower facility shall be filtered through a five (5) micron filter and discharged in the sanitary drain.
- O. Space and location for any on-site waste containers shall be pre-approved by the Owner. The Contractor will be responsible for site safety. The Contractor will be responsible for transporting waste to a container for transportation and disposal to an authorized landfill.
- P. A copy of the completed Waste Shipment Record shall be provided to the Owner and the Environmental Consultant.

Contingency Plan Call List:

In the event of an emergency the following shall be contacted:

1. Asbestos Contractor – PROVIDE CONTACT
2. Asbestos Project Monitor – ATC, TBD
3. Consultant Project Manager/Designer – ATC, Scott Johnson at 860-805-9132
4. Client Representative – Bolton Public Schools, Ray Boyd, Director of Operations at 860-533-3280



Secondary Electrical Breaker

Main Electrical Breaker

Dumpster Location

Two 120 Gal LP Tanks

Fire Panel in office

Main Entrance

Secondary FP in vestibule

2nd Floor

1st Floor Plan

2nd Floor Plan

SYMBOL	MATERIAL DESCRIPTION
	ACM RESILIENT FLOORING AND MASTIC

ASBESTOS LOCATION FLOOR PLAN

NO.	DATE	DESCRIPTION

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF CONSTRUCTION SERVICES

ATC
ARCHITECTURAL TECHNICAL CONSULTANTS
200 WESTBURY ROAD, SUITE 200
WESTBURY, CONNECTICUT 06991
PHONE: (860) 346-1100
FAX: (860) 346-1101

PROJECT: BOLTON CENTER SCHOOL
108 NOTCH ROAD
BOLTON, CONNECTICUT

DATE: 9/25/17
SCALE: NTS
DRAWN BY: AMW
APPROVED BY: SU
DRAWING NO.: ASB-1
PROJECT NO.: 02438.17.001

APPENDIX A
INTENT TO BID FORM

*If the Bidder intends to submit a Bid for the Vinyl Tile/1st Floor Classrooms Asbestos Abatement project at Bolton Public Schools, this Intent to Bid Form must be completed and returned via mail, fax or email to the District no later than 3:00 PM on **February 19, 2018** or can be submitted in person to Ray Boyd on **February 19, 2018** immediately prior to 4:00 PM and the walkthrough.*

All bidders are required to attend the walkthrough at 4:00 PM on February 19, 2018

Please complete and return to:

Bolton Board of Education
Office of the Superintendent
72 Brandy Street
Bolton, CT 06043

Attn: Ray Boyd

Phone: 860-643-1569, Ext. 3411 / Fax: 860-647-8452 / email: rboyd@boltonct.org

PLEASE PRINT INFORMATION BELOW

Name of Company: _____

Street Address: _____

City: _____

State: _____

Zip: _____

Asbestos Contractor Lic. #: _____

Contact Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Date: _____

APPENDIX B
BID CERTIFICATION FORM

BID CERTIFICATION FORM

The Bidder has read and understood the Bid Documents, including all attachments and all addenda, and proposes to furnish all labor, equipment, supplies and materials called for by the Bid Documents for the entire work in accordance with the Bid Documents, for the amounts shown on the attached completed Bid Forms. Any and all deviations from the Bid Specifications are in writing and attached.

In submitting this Bid, the undersigned agrees:

- a. To hold the bid open until 90 days after Bid Opening.
- b. To enter into and execute a Contract, if the successful Bidder, and to furnish performance bonds and insurance required by the Contract.
- c. To accomplish the work in accordance with the specifications in the Bid Documents.

The undersigned acknowledges that the terms, conditions, and specifications of these Bid Documents are understood and unconditionally accepted.

I hereby certify, as an officer of _____, that, as the Bidder under these Bid Documents, all of the information and material supplied to the Board as required by these Bid Documents are complete and true. I, as an officer of _____, understand that all of the terms and conditions of these Bid Documents shall be included in the Contract executed with the Board, if awarded the Contract. I, as an officer of _____, further understand that any information that is found to be incomplete or false or, any attempt to mislead the Town/Board is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Bid or the immediate termination of the Contract.

Signature _____ Date _____

Name _____ Title _____

Notary Public _____ [Seal]

Bidder Information

Company: _____

Address: _____

City _____ State _____ Zip _____
Telephone: _____

Fax: _____

APPENDIX C

NO STORAGE, DISPOSAL AND USE OF
HYDRAULIC FRACTURING WASTE CERTIFICATION

**NO STORAGE, DISPOSAL AND USE OF
HYDRAULIC FRACTURING WASTE**

We _____ hereby submit a bid for materials, equipment and/or labor for the Town of Bolton. The bid is for bid documents titled, _____.

We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Bolton as a result of the submittal of this bid if selected unless the DEEP or other regulatory body determines that such waste is not harmful to the health, safety and general welfare of the public and the environment.

Signature _____ Date _____

Name _____ Title _____

Notary Public _____ [Seal]

Bidder Information

Company: _____

Address: _____

City State Zip

Telephone: _____

Fax: _____

APPENDIX D
NON-COLLUSION STATEMENT

NON-COLLUSION STATEMENT

The undersigned hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Town of Bolton or Bolton Board of Education is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

Signed: _____

Bidder's Name (*Printed*)

By: _____

Name

Street

City/State Zip

Date

STATE OF CONNECTICUT:

COUNTY OF:

Subscribed and Sworn to before me on this ____ day of _____, 2018.

Notary Public

APPENDIX E

BID FORM

BID FORM

I/we, the Bidder, hereby propose, having verified the quantities and conditions affecting the cost of the work, and having reviewed in detail the specifications (including the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, Work Plan, Products and Services Specifications, Drawings and Addenda, if applicable) as prepared by ATC Group Services of East Hartford, Connecticut, hereby proposes to furnish all labor, materials, equipment, and services required for the Asbestos Abatement at Bolton Center School in Bolton, Connecticut, in accordance therewith, for the Contract Price specified below.

NOTE: The Bidder may attach additional pages as needed.

BASE BID – Vinyl Tile/1st Floor Classrooms Asbestos Abatement (Must include all components and associated costs described in the RFP)

A. This Bid included Addenda numbered: _____, dated _____.
_____ , dated _____.

B. The proposed Contract Price for the Base Bid is as follows:

1. **Base Bid.** Bolton Center School Vinyl Tile/1st Floor Classrooms – Asbestos Abatement Project. Includes all work, except work covered by Alternates (written amount)

_____ Dollars (\$_____).Lump Sum.

2. Proposed Number of Containments: _____ Each

C. The Contractor proposes the following **Unit Prices**. The unit price shall apply when work is added or deleted by the District.

Item No. 1: SET UP OF CONTAINMENT AREA, UP TO 250 SQUARE FEET, INCLUDING DECONTAMINATION UNIT AND NEGATIVE PRESSURE ENCLOSURE FOR ABATEMENT OF ACM (this price to be used in conjunction with Item No. 2 below for removal of ACM)

\$ _____per containment area.

Item No. 2: ASBESTOS-CONTAINING FLOOR TILE, MASTIC REMOVAL AND DISPOSAL

\$ _____per square foot.

D. The undersigned proposes to employ the following **subcontractors** for the following work (please include complete company name, address and telephone number):

ABATEMENT: _____

DISPOSAL: _____

OTHER:

The undersigned acknowledges that the acceptance of any subcontractors shall rest with the Town and its decision shall be final.

The Bidder acknowledges that the Base Bid Price is the lump sum price to be included in the Contract.

The price bid by the Bidder covers all labor, equipment and services required to complete the project, and shall also incorporate any other materials, supplies, overhead, taxes and profit of the Bidder, and the lump sum price bid by the Bidder shall be "all-inclusive."

APPENDIX F

REFERENCES

REFERENCES

Please provide four (4) references at least one (1) must be a school:

1. _____
School District / Company Name

Contact Person

Telephone Number

Period of Contract

2. _____
School District / Company Name

Contact Person

Telephone Number

Period of Contract

3. _____
School District / Company Name

Contact Person

Telephone Number

Period of Contract

4. _____
School District / Company Name

Contact Person

Telephone Number

Period of Contract

APPENDIX G

BUILDING MAP
One (1) Map Attached

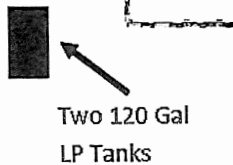
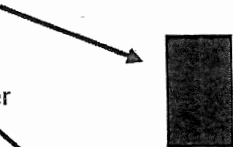
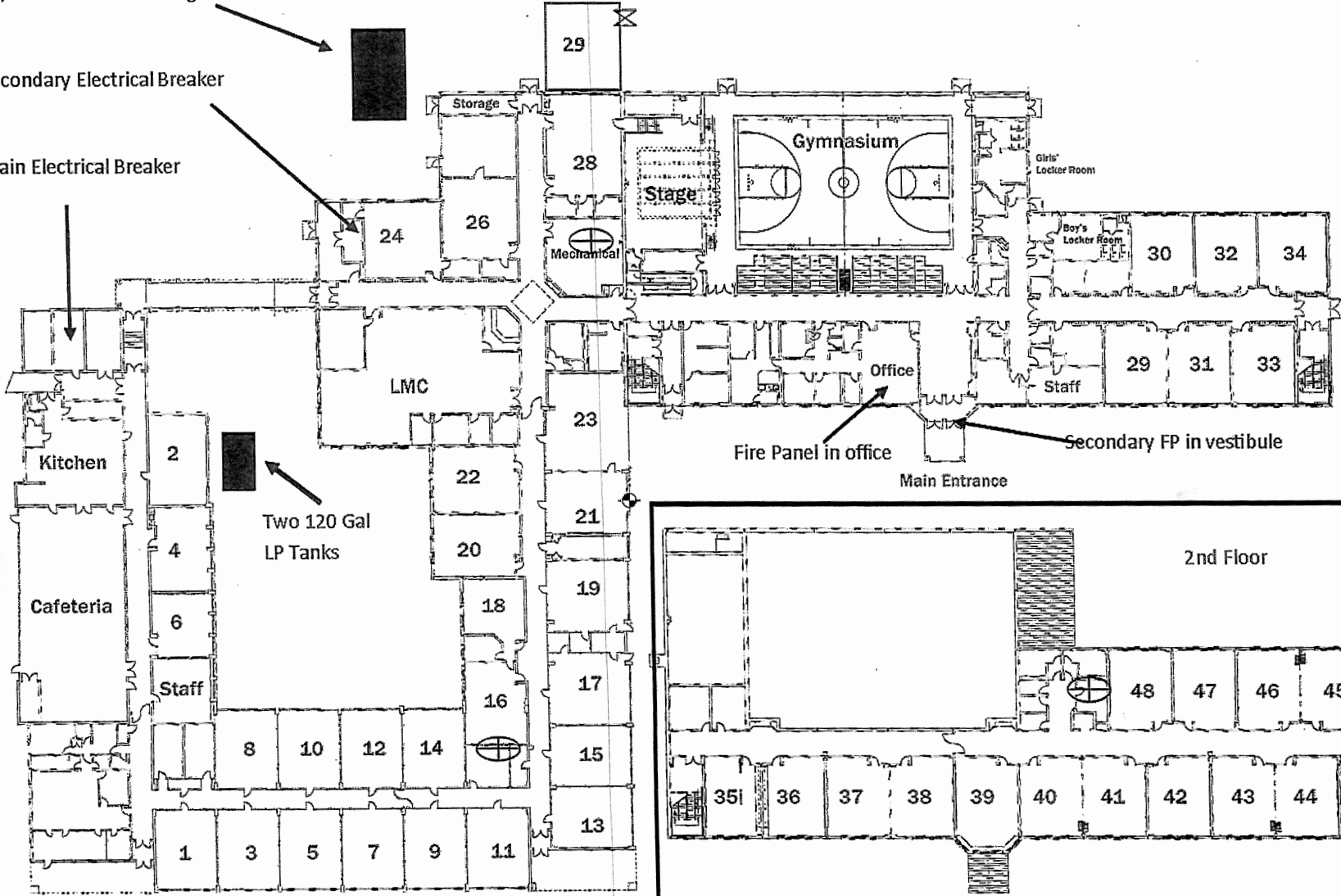
Bolton Center

⊕ ROOF HATCH

10,000 Gallon #2 Heating Oil

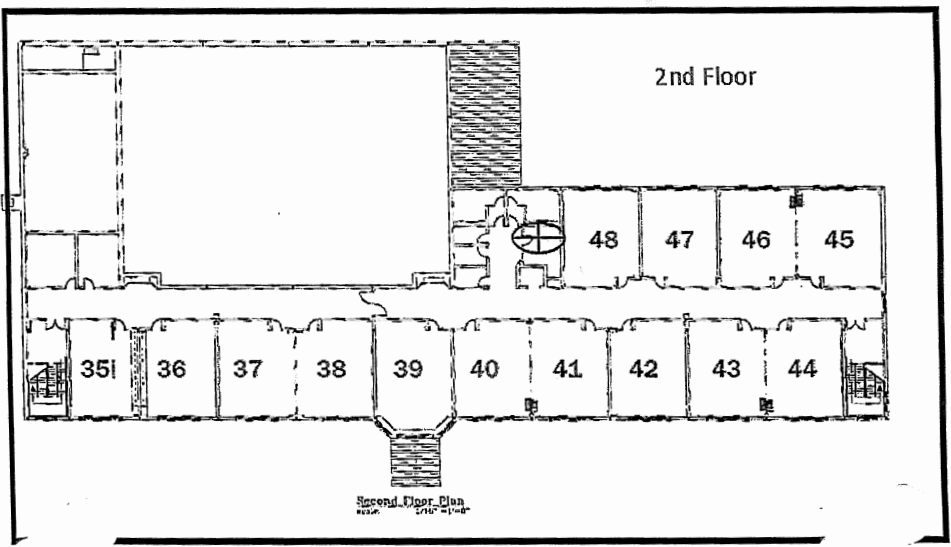
Secondary Electrical Breaker

Main Electrical Breaker



Fire Panel in office

Secondary FP in vestibule



First Floor Plan

Second Floor Plan

APPENDIX H

PREVAILING WAGE INFORMATION

I. Prevailing Wage Rate Schedule

II. Prevailing Wage Bid Package

<http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm>)

- [Prevailing Wage Law Poster](#)
- [Section 31-53b](#): Construction safety and Health Course. Proof of completion required for employees on public building projects.
 - [Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course](#)
- [Notice For All Mason Contractors](#)
- [CT General Statute 31-55a](#)
- [Contracting Agency Certification Form](#)
- [Contractor's Wage Certification Form](#)
- [Payroll Certification - Public Works Projects](#)
- [Information Bulletin - Occupational Classifications](#)
- [Footnotes](#) (Rev. 07/17)

Project: Bolton Center Removal And Replacement Of Asbestos

**Minimum Rates and Classifications
for Building Construction**

ID# : B 24365

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 012-0040-CV

Project Town: Bolton

State#:

FAP#:

Project: Bolton Center Removal And Replacement Of Asbestos

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
<hr/>		
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
<hr/>		
1c) Asbestos Worker/Heat and Frost Insulator	39.00	28.76

As of: **Thursday, February 08, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

2) Boilermaker	38.34	26.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	32.06 + a
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3b) Tile Setter	34.90	25.87
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
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3e) Plasterer	33.48	32.06
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As of: Thursday, February 08, 2018

Project: Bolton Center Removal And Replacement Of Asbestos

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	29.25	19.50
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	29.50	19.50
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.75	19.50
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	29.75	19.50
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.75	19.50
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Project: Bolton Center Removal And Replacement Of Asbestos

4e) Group 6: Blasters, nuclear and toxic waste removal. 31.00 19.50

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped). 30.25 19.50

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. 28.38 19.50

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. 27.86 19.50

4i) Group 10: Traffic Control Signalman 16.00 19.50

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers. 32.60 25.34

As of: Thursday, February 08, 2018

Project: Bolton Center Removal And Replacement Of Asbestos

5a) Millwrights 33.14 25.74

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 39.15 25.17+3% of gross wage

7a) Elevator Mechanic (Trade License required: R-1,2,5,6) 51.71 32.645+a+b

-----LINE CONSTRUCTION-----

Groundman 26.50 6.5% + 9.00

Linemen/Cable Splicer 48.19 6.5% + 22.00

As of: Thursday, February 08, 2018

Project: Bolton Center Removal And Replacement Of Asbestos

8) Glazier (Trade License required: FG-1,2)	36.28	20.45 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	33.39 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	39.30	24.05 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.98	24.05 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.24	24.05 + a
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Project: Bolton Center Removal And Replacement Of Asbestos

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.85	24.05 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.26	24.05 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.26	24.05 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.95	24.05 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	36.61	24.05 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	36.21	24.05 + a
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Project: Bolton Center Removal And Replacement Of Asbestos

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	35.78	24.05 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	33.74	24.05 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	33.74	24.05 + a
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Group 12: Wellpoint operator.	33.68	24.05 + a
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Group 13: Compressor battery operator.	33.10	24.05 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	31.96	24.05 + a
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As of: Thursday, February 08, 2018

Project: Bolton Center Removal And Replacement Of Asbestos

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.55	24.05 + a
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Group 16: Maintenance Engineer/Oiler.	30.90	24.05 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.21	24.05 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	32.79	24.05 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	32.72	20.45
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Project: Bolton Center Removal And Replacement Of Asbestos

10b) Taping Only/Drywall Finishing	33.47	20.45
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10c) Paperhanger and Red Label	33.22	20.45
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10e) Blast and Spray	35.72	20.45
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	41.62	30.36
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12) Well Digger, Pile Testing Machine	33.01	19.40 + a
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13) Roofer (composition)	35.67	19.28
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As of: Thursday, February 08, 2018

Project: Bolton Center Removal And Replacement Of Asbestos

14) Roofer (slate & tile)	36.17	19.28
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.18	34.29
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	41.62	30.36
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-----TRUCK DRIVERS-----

17a) 2 Axle	29.13	22.32 + a
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17b) 3 Axle, 2 Axle Ready Mix	29.23	22.32 + a
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As of: Thursday, February 08, 2018

Project: Bolton Center Removal And Replacement Of Asbestos

17c) 3 Axle Ready Mix	29.28	22.32 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	22.32 + a
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17e) 4 Axle Ready Mix	29.38	22.32 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.58	22.32 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	22.32 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a
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As of: Thursday, February 08, 2018

Project: Bolton Center Removal And Replacement Of Asbestos

19) Theatrical Stage Journeyman	25.76	7.34
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Project: Bolton Center Removal And Replacement Of Asbestos

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Thursday, February 08, 2018

Project: Bolton Center Removal And Replacement Of Asbestos

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

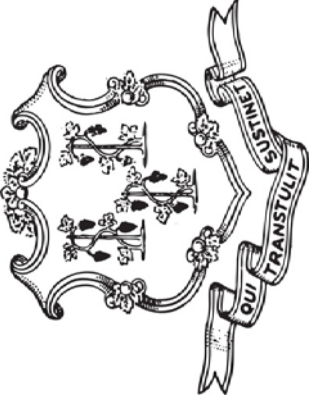
All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Thursday, February 08, 2018



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.


Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

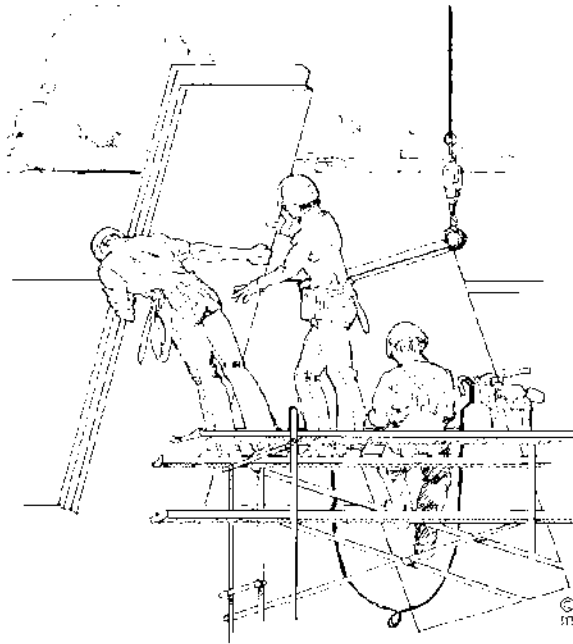
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

 (Signature) (Title) Submitted on (Date)

Weekly Payroll Certification For
Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Week-Ending Date:
Contractor or Subcontractor Business Name:

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY							
				S	M	T	W	TH	F	S						FEDERAL STATE	FICA WITH- HOLDING	WITH- HOLDING			OTHER						
				HOURS WORKED EACH DAY																							
												1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$															
												\$ Base Rate															
												\$ Cash Fringe															
												\$ Base Rate															
												\$ Cash Fringe															
												\$ Base Rate															
												\$ Cash Fringe															
												\$ Base Rate															
												\$ Cash Fringe															

*IF REQUIRED

[SAMPLE FORM]

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											
WEEKLY PAYROLL											
Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109											
WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09											
SUBCONTRACTOR NAME & ADDRESS											
XYZ Corporation 2 Main Street Yantic, CT 06389											
PAYROLL NUMBER	PERSON/WORKER, ADDRESS and SECTION	Week-Ending Date	APPR RATE AND RACE*	M	T	W	TH	F	S	Total ST Hours	Total O/T Hours
PROJECT NAME & ADDRESS				DAY AND DATE				HOURS WORKED EACH DAY			
Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472 DOT 105-296, Route 82											
WORK CLASSIFICATION				TOTAL FRINGE BENEFIT PLAN				TOTAL DEDUCTIONS			
Trade License Type & Number - OSHA 10 Certification Number				CASH				FEDERAL STATE WITH- HOLDING WITH- HOLDING			
Electrical Lineman E-1 1234567 Owner OSHA 123456				1. \$ 5.80 2. \$ 3. \$ 2.01 4. \$ 5. \$ 6. \$				FICA xx.xx xx.xx xx.xx			
MIC 81 Maple Street Willimantic, CT 06226				\$ 30.75 Base Rate \$ 8.82 Cash Fringe				\$1,582.80 P-xxxx			
\$ 19.99 Base Rate \$ 16.63 Cash Fringe				\$1,464.80 G-xxx				\$123 \$ xxx.xx			
Electrical Apprentice OSHA 234567				1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$				xx.xx xx.xx xx.xx			
M/B 65% 212 Elm Street Norwich, CT 06360				\$ 19.99 Base Rate \$ 16.63 Cash Fringe				\$1,464.80 G-xxx			
Project Manager Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B				1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$				xx.xx xx.xx xx.xx			
M/H 8				\$ Base Rate \$ Cash Fringe				\$1,500.00 M-xxx			
\$ Base Rate \$ Cash Fringe				\$1,500.00 M-xxx				\$125 xxx.xx			

*IF REQUIRED

*SEE REVERSE SIDE

[SAMPLE FORM]

*FRINGE BENEFITS EXPLANATION (P):

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

OCCUPATIONAL CLASSIFICATION BULLETIN

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**
 - Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.
- **ASBESTOS INSULATOR**
 - Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.
- **BOILERMAKERS**
 - Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.
- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**
 - Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.
- **CARPENTERS, MILLWRIGHTS. PILEDIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**
 - Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation

of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

- The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

- Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

- Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**

- **FORK LIFT OPERATOR**

- Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

- Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

- Glazing wood and metal sash, doors, partitions, and 2 story aluminum

storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

- Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

- Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

- Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

- Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

- Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

- Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

- Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal

and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

- Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

- Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

- **Definitions:**

- 1) “Site of the work” (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

- (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the “site of the work”; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to “the site of work” as defined in paragraph (e)(1) of this section;

- (b) Not included in the “site of the work” are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

- 2) “Engaged to wait” is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

- 3) “Waiting to be engaged” is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

- 4) “De Minimus” is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such

time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

○ **Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

- Truck drivers **are covered** for payroll purposes under the following conditions:
 - Truck Drivers for time spent working on the site of the work.
 - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
 - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
 - Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

- Truck Drivers **are not** covered in the following instances:
 - Material delivery truck drivers while off "the site of the work"
 - Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
 - Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under

prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.

- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.