

LEGAL NOTICE
INVITATION TO BID

The City of Meriden is accepting sealed bids for:

B020-04

For: DEMOLITION OF 260 COOK AVENUE, SINGLE-FAMILY RESIDENTIAL

For: CITY OF MERIDEN

The work includes but is not limited to the demolition of, removal and disposal of asbestos and/or any other hazardous materials at 260 Cook Avenue, Meriden, CT 06451.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department or on the City of Meriden website, www.meridenct.gov. Bids will be accepted at the Purchasing Department, Room 210 City Hall 142 East Main Street, Meriden, CT 06450-8022 until 2:00 PM local time on August 27, 2019 at which time they will be publicly opened and read.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of ten (10%) of the amount bid.

Bid documents will be made available electronically at no cost. Contact the Purchasing Department via email at meridenpurchasing@meridenct.gov to request electronic documents. Bid documents are also available for download on the City of Meriden's website www.meridenct.gov.

The City of Meriden urges minority firms and women's business enterprises to submit a bid.

The right is reserved to reject any or all bids in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

Any bid received after the time and date specified shall not be considered.

No bidder may withdraw their bid within sixty (60) days of the date of the bid opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the bidder.

Adam B. Tulin
Purchasing Officer
City of Meriden, CT 06450-8022

Dated: August 7, 2019

SPECIAL INSTRUCTIONS TO BIDDERS FOR B020-04

The property slated for demolition is a vacant, multi-family residential structure with a detached garage located at 260 Cook Avenue. This is a lump sum bid. Attached is the Assessor property card for this property.

Note: The City of Meriden has hired Fuss & O'Neill EnviroScience, LLC and they have prepared and received approval for an Alternate Work Practice from the State of Connecticut. The State of Connecticut's acceptance letter is part of this quote package. It states the practices that must be followed for this project. Also attached is the Limited Hazardous Building Materials Inspection report prepared by Fuss & O'Neill EnviroScience. In addition to those requirements, lead TCLP will be done once demolition is completed. EnviroScience will also be performing the on-site monitoring during the actual demolition of this property. These costs shall NOT be included in your quote. All Federal, State and local ordinances for the proper removal and disposal of hazardous materials must be followed. All paperwork must be submitted to the City of Meriden and EnviroScience, specifically the signed waste manifests. The City reserves the right to hold retainage until all required signed waste manifest paperwork is submitted to the City of Meriden and/or Fuss & O'Neill EnviroScience.

There is no site visit scheduled for this property.

The price for demolition will not be the only basis for award. The reasonableness of your submitted schedule in meeting all target dates will also be considered. Also considered, will the past performance on similar projects. Under Information to Bidders, the final completion date shall be 21 calendar days.

PERFORMANCE BOND:

Performance Bond for One Hundred Percent (100%) of the contract price, with a corporate surety approved by the City of Meriden, will be required of the lowest responsible bidder.

The Certificate of Insurance must be submitted no later than ten (10) days after of the Notice of Award. The execution of the agreement shall occur once the Bond and Insurance has been approved by the City.

TIME:

Inasmuch as the Contract concerns a needed public improvement, the provisions of the Contract relating to the time of performance and completion of the work are of the essence of this Contract. Accordingly, the Contractors shall begin work on the day specified, and shall prosecute the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. Liquidated damages shall be utilized as required.

DEMOLITION COMPLETION SCHEDULE: (Submit schedule with bid)

The Contractor shall submit, in writing, a complete schedule of various phases of the demolition, target dates and a plan on how the asbestos or any other hazardous material will be abated and traffic control, if necessary.

CONTINUED ON NEXT PAGE

TRAFFIC:

Because this house is located on heavily traveled street, we anticipate traffic control will be necessary. One lane must remain open at all times on Cook Avenue. The Contractor shall post the street as an "Emergency No Parking Zone", approximately two (2) days before starting work.

If for some reason, the City deems that **if** a Uniformed Police Officer is required, **the City will pay the Police Department directly.** If the Contractor decides that they would prefer an additional Uniformed Police Officer for their convenience, the price is approximately \$63.12 per hour for a Uniformed Police Officer, \$30.00 per hour for a police cruiser, and 10% administrative cost based on the total amount of the actual invoice and the City will NOT be responsible for these costs; the Contractor will be responsible.

If the Contractor incurs additional costs for the maintenance and protection of traffic, the City will not be responsible for these costs; the Contractor will be responsible. Specific traffic protection requirements will be coordinated with the Desk Sergeant at 203-630-6215.

The City has determined if the Contractor fails to meet the contractual completion date, the cost for the Uniformed Police Officer will be the responsibility of the Contractor from the time of anticipated completion to the date of actual completion. These costs will be deducted from the monies owed to the Contractor by the City.

NOTE: If there is an instance where the Contractor has already scheduled a Uniformed Police Officer for a particular day, but the Contractor cancels, the Contractor must contact the Police Department Scheduling at 203-630-6305 not less than NINETY (90) MINUTES prior to the start time requested to cancel the Uniformed Police Officer. If the cancellation does not occur within the required Ninety Minutes, the Contractor **will be responsible for the cost** of the uniformed Police Officer(s). The cost for failure to cancel within the Ninety Minutes is a minimum of 4 hours at a rate of \$63.12/hour x 4 hours = **\$277.73.**

Any mention of Traffic Protection in the Technical Specifications excludes the cost for Uniformed Police Officers.

POST DEMOLITION REQUIREMENTS - GRADING THE SITE:

The Contractor shall be required to evenly grade the demolition site. See section 023000 of the Technical Specifications. The Contractor will also be responsible for providing documentation on the type of fill used for grading.

Progress Payments/Retainage:

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1) Take that portion of; the Contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the work in the schedule of values, less retainage of five percent (5 percent). Pending final determination of cost to the owner of changes in the Work, amounts not in dispute may be included as provided in appropriate sections of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

Progress Payments/Retainage – CONTINUED:

- 2) Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitable stored off the site at a location agreed upon in writing) less retainage of five percent (5 %);
- 3) Subtract the aggregate of previous payments made by the Owner: and Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for payment.

END OF SPECIAL INSTRUCTIONS TO BIDDERS

0113 0059 0012
Map Block Lot

0000
Sublot

1 of 1 RESIDENTIAL
CARD Meriden CT

Total Card / Total Parcel
APPRAISED: 145,300 / 145,300
USE VALUE: 145,300 / 145,300
ASSESSED: 101,710 / 101,710

PROPERTY LOCATION

No. 260
Ail No. COOK AVE, MERIDEN
Direction/Street/City

OWNERSHIP

Owner 1: MERIDEN CITY OF
Owner 2:
Owner 3:
Street 1: 142 EAST MAIN ST
Street 2:
Town/City: MERIDEN

SV/Prov: CT
Postal: 06450
Country: CT
Type: Other

PREVIOUS OWNER

Owner 1: LOPEZ JOSE M -
Owner 2:
Street 1: 260 COOK AVE
Town/City: MERIDEN
SV/Prov: CT
Postal: 06451

NARRATIVE DESCRIPTION

This parcel contains .14 Acres of land mainly classified as Tax Exempt with a Multi Flat Building built about 1900, having primarily Vinyl Exterior and 3110 Square Feet, with 3 Units, 3 Baths, 0 3/4 Bath, 0 Half Bath, 15 Rooms, and 6 Bdrms.

OTHER ASSESSMENTS

Code Description Amount Com. Int.

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
900	0.140	111,700	3,800	30,000	145,300
Total Card	0.140	111,700	3,800	30,000	145,300
Total Parcel	0.140	111,700	3,800	30,000	145,300

Source: Market Adj Cost
Total Value per SQ unit: Card: 46.71 / Parcel: 46.71

PREVIOUS ASSESSMENT

Tax Yr	Use	Cal	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Assesd Value
2018	900	FV	111,700	3600	.14	30,000	145,300	101,710
2017	110	FV	111,700	3600	.14	30,000	145,300	101,710
2016	110	FV	111,700	4800	.14	30,000	146,500	102,550
2015	110	FV	119,200	4800	.14	51,800	175,800	123,060
2014	110	FV	119,200	4800	.14	51,800	175,800	123,060
2013	110	FV	119,200	4800	.14	51,800	175,800	123,060
2012	110	FV	119,200	4800	.14	51,800	175,800	123,060
2011	110	FV	119,200	4800	.14	51,800	175,800	123,060

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tot	Verif
LOPEZ JOSE M, PRIME HOMES LLC	5297-211	WD	4/24/2018	Gov Sale	190,000	No	No	No
EMC MORTGAGE CO	4303-0316	WD	7/8/2010	Foreclosed	88,000	No	No	No
WELLS FARGO BAN	4303-0314	QC	10/15/2008	Foreclosed	No	No	No	No
WHITE AHSAS	4234-105		4/7/2008		161,000	No	No	No
LUNA GEORGE	3852-125		6/8/2006		232,000	No	No	No
CAPTOL & PROPE	3392-114		9/1/2004		193,000	No	No	No
COHEN TODD R	3193-212		10/31/2003		No	No	No	No

BUILDING PERMITS

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment
2/6/2017	B-15-1141		1,000.00					ADDITION TO GARAGE
7/30/2010	2264		50					GAS PRESSURE TEST
3/18/2009	781							CRS#1283451, INSTA
3/16/2009	719							BASEBOARD ON FIRST
3/16/2009	718							REPAIR OLD PLUMBING
10/27/2008	3385							EVALUATE ELECTRICAL
10/22/2008	3324							REMODELING, NO STR

LAND SECTION (First 7 lines only)

Item Code	Description	%	Item Code	Description
Z R-2	R-2		water	water
0			Sewer	Sewer
n			Electr	Electr
Census:				
Flood Haz			Exempt	Exempt
D 2			Topo	Topo
s			Streel	Streel
1			Gas	Gas

Use Code	Description	LUC	No of Units	Dept	Unit Type	Land Type	LT	Base	Unit	Adj	Neigh	Neigh	Int 1	%	Int 2	%	Int 3	%	Appraised	All	%	Spec	J	Fact	Use Value	Notes
900	Tax Exempt		0.14		Acres	Prime Site		0	214300.00	W9A									30,002					230	30,000	

Date	Permit	By	Name
9/22/2017	Permit	426	BS
8/30/2011	Measured	103	SM
3/16/2001	List		
3/16/2001	Mleas	34	BGH
1/1/1900	Review		

ACTIVITY INFORMATION

Date	Result	By	Name
9/22/2017	Permit	426	BS
8/30/2011	Measured	103	SM
3/16/2001	List		
3/16/2001	Mleas	34	BGH
1/1/1900	Review		

VERIFY LOCATION OF VISIT NOT DATA

Sign	Class	Spec	Land	Code	Fact	Use Value	Notes
						230	

Total ACHA: 0.14000 Total SF/SML: 6098 Parcel LUC: 900 Tax Exempt Prime NB Desc: W9A Total: 30,002 Spl Credit: Total: 30,000

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted. Database: AssessPro - Meriden SMARTTEL 2019

EXTERIOR INFORMATION

Type: 14 - Multi Fair	Full Bath: 3	Rating: Average
Sty Hts: 2 - 2 Story	A Bath: 1	Rating: 3.0
(Luv) Units: 3	3/4 Bath: 1	Rating: 3.0
Totals: 3	A 3/4 Bath: 1	Rating: 3.0
Foundation:	1/2 Bath: 1	Rating: 3.0
Frame:	A Hbth: 1	Rating: 3.0
Prime Wall: 02 - Vinyl	Chimney: 1	Rating: 3.0
Sec Wall:	Other: 1	Rating: 3.0
Roof Struct: 1 - Gable	OTHER FEATURES	
Roof Cover: 1 - Asphalt	Kits: 3	Rating: Average
Color:	A Kits: 3	Rating: Average
View / Desir:	Fpn: 1	Rating: Average
GENERAL INFORMATION	WSPFlue: 1	Rating: Average
Grade: 08 - C	CONDO INFORMATION	
Year Bld: 1900	Location:	
Alt LUC: 1	Total Units:	
Jurisdct:	Floor:	
Const Mod:	% Omt:	
Lump Sum Adj:	Name:	

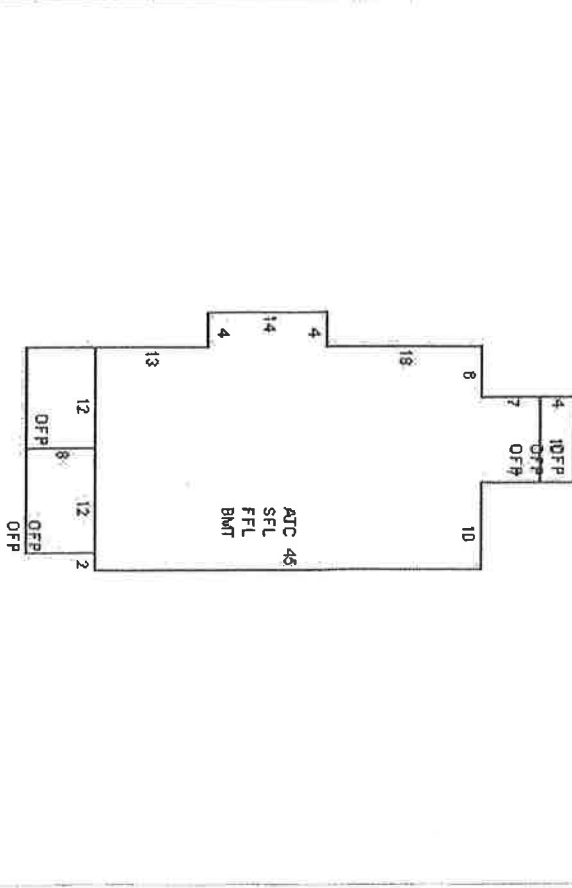
BATH FEATURES

Full Bath: 3	Rating: Average
A Bath: 1	Rating: 3.0
3/4 Bath: 1	Rating: 3.0
A 3/4 Bath: 1	Rating: 3.0
1/2 Bath: 1	Rating: 3.0
A Hbth: 1	Rating: 3.0
Chimney: 1	Rating: 3.0
Other: 1	Rating: 3.0

COMMENTS

9/22/17 Cond of garage to fair for 2017GLBS..

SKETCH



INTERIOR INFORMATION

Avg HUF:	Phys Cond: AG - Avg-Good	36.0%
Prim Int Wal:	Functional:	%
Sec Int Wal:	Economic:	%
Partion:	Special:	%
Prim Floors:	Override:	%
Sec Floors:	Total:	35.0%

DEPRECIATION

Basic \$ / SQ: 57.50	Rate	36.0%
Size Adj: 0.79290128	Parcel ID	1
Const Adj: 1.00000000	Type	15
Adj \$ / SQ: 45.592	Date	6
Other Features: 25000	Sale Price	
Grade Factor: 1.00		
NBHD Int: 1.00000000		
NBHD Mod:		
LUC Factor: 1.00		
Adj Total: 174505		
Depreciated: 62822		
Depreciated Total: 111683		

REMODELING

Exterior:	RES BREAKDOWN	No Unit	RMS	BRS	FL
Interior:		1	15	6	
Additions:					
Kitchen:					
Baths:					
Plumbing:					
Electric:					
Heating:					
General:					

COMPARABLE SALES

Rate	Parcel ID	Type	Date	Sale Price

SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub Area	% Usbl	Descr	% Cu # Tan
BMT	BASEMENT	1,296	6,840	8,883				
FFL	1st FLOOR	1,296	45,590	59,087				
SFL	2nd FLOOR	1,296	45,590	59,087				
ATC	ATTIC	518	36,470	18,908				
OFF	OPEN PORCH	408	8,730	3,550				
Net Sketched Area: 4,814				149,505				
Size Adj: 3110.4000				5592.00				
Gross Area				3110				
Final Area				3110				

SUB AREA DETAIL

Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub Area	% Usbl	Descr	% Cu # Tan
BMT	BASEMENT	1,296	6,840	8,883				
FFL	1st FLOOR	1,296	45,590	59,087				
SFL	2nd FLOOR	1,296	45,590	59,087				
ATC	ATTIC	518	36,470	18,908				
OFF	OPEN PORCH	408	8,730	3,550				

MOBILE HOME

Code	Description	A Y/S Qty	Stream	Qual Con	Year	Unit Price	DS Dep	LUC	Facd NB Fa	App Value	Jctd/Fac	Jurc Value
GAR	GARAGE	D Y	1.340	2	FR	1900	28.32	1	900	3,600		3,600

SPEC FEATURES/YARD ITEMS

Make:	Model:	Year:	Color:

PARCEL ID

0113-0059-0012-0000

WMAV\$SO

WMAV\$SO	AVRate	Ind Val

WMAV\$SZA

WMAV\$SZA	AVRate	Ind Val

WMAV\$SZAD

WMAV\$SZAD	AVRate	Ind Val

WMAV\$SZAD

WMAV\$SZAD	AVRate	Ind Val

WMAV\$SZAD

WMAV\$SZAD	AVRate	Ind Val

WMAV\$SZAD

WMAV\$SZAD	AVRate	Ind Val

Major N

Total Yard Items: 3,600

Total Special Features: 3,600

Total: 3,600



257

COOK AVE.

SEE MAP #20

JAMES + GEORGE
STRETCH
260

100

WM. H STRETCH

RAZED

256
ROMAN + MARIA E.
MATOS

101
LEWIS + MARIE
WALLACE

PAULINE + JAMES C.
HAZELETT
01

81

DONALD + ADENE E.
LIEONE

MARY C. HOPCHEN

71

ERNESTO + VIRGINIA
MORALES

MARY S.
ZYCROWSKI

69

JULIA K. SCOLEI

FRAUN + ANNA
CORLEY

65

JAMES L.
LUCY WILAND

JAMES M.
WILAND

LUIS E.
MORALES

61

224

A. ALLEN
JOHNSON
ET AL.

HWY

4th MAIN

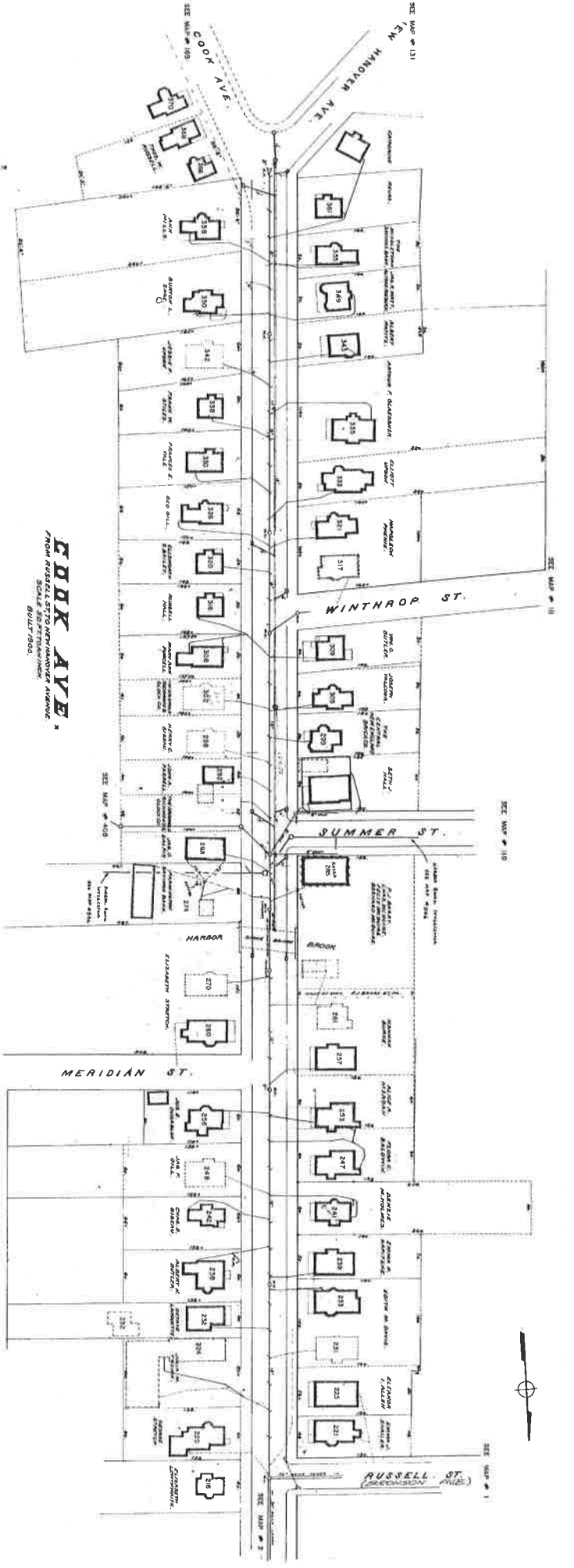
MERIDIAN

12th CORNER
12th CORNER
12th CORNER
12th CORNER

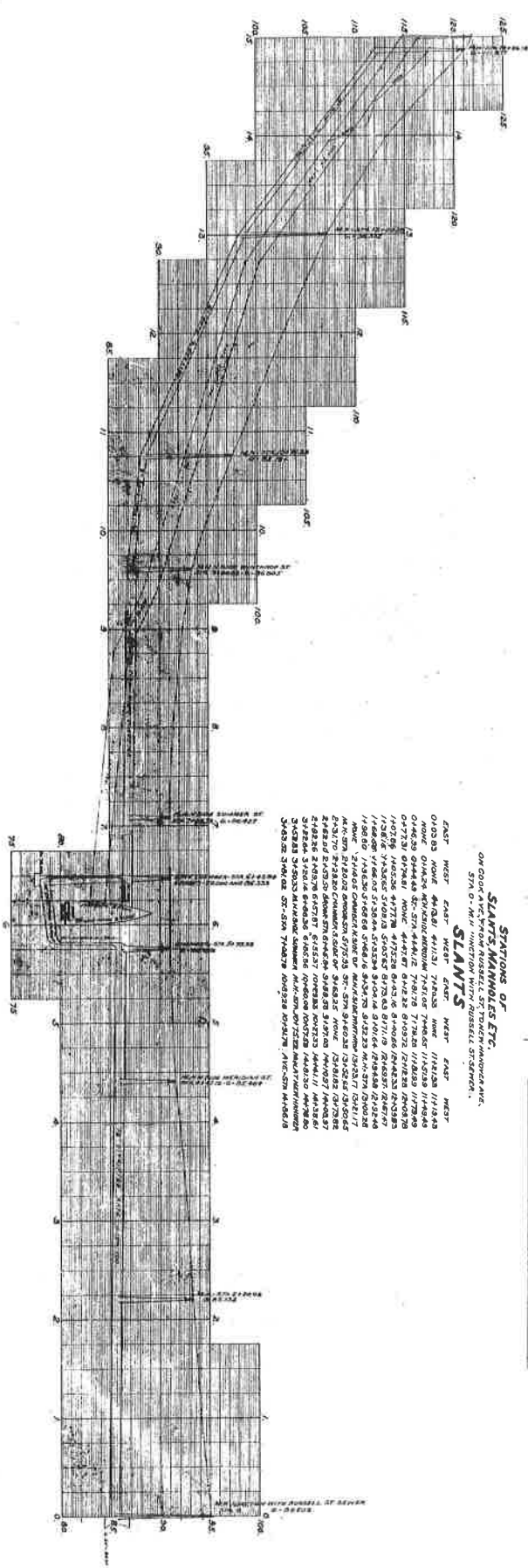
8th CORNER

3¹/₄

26⁵/₈



COOK AVE.
 FROM RUSSELL ST TO HARBOUR AVENUE
 SCALE 3/32 FT TO AN INCH
 BUILT 1900



STATIONS OF SLANTS, MANHOLES ETC.
 ON COOK AVE. FROM RUSSELL ST. TO HARBOUR AVENUE.
 STA. 0+00 TO SECTION WITH RUSSELL STREET CENTER.

STATIONS

0+00.00	WEST	44+13.11	7+43.05	WEST	11+54.33	WEST
0+00.00	WEST	44+13.11	7+43.05	WEST	11+54.33	WEST
0+00.00	WEST	44+13.11	7+43.05	WEST	11+54.33	WEST
0+00.00	WEST	44+13.11	7+43.05	WEST	11+54.33	WEST
0+00.00	WEST	44+13.11	7+43.05	WEST	11+54.33	WEST

(Note: The text in this block is a dense grid of stationing data, including lot numbers and street names, which is partially illegible due to the image quality and orientation. It appears to be a detailed survey or engineering plan for the street layout.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,

(Name of Principal)

As Principal, and _____, as Surety are firmly bound

(Name of Surety)

Unto the CITY OF MERIDEN, CONNECTICUT hereinafter called the "OWNER", in the penal sum of

_____ DOLLARS, (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the said Principal has submitted the Accompanying bid dated _____, 20 _____

For _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the Period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the Amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this _____ day of _____, 20 _____.

(Principal)

(Address) (Affix seal)

Witness Signature

By: _____

(Surety)

(Address) (Affix seal)

Witness Signature

By: _____

FORM OF SURETY GUARANTY B020-04
(Shall accompany proposal)

KNOW ALL MEN BY THESE PRESENTS, that for an in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the under said corporation, and for other valuable consideration the _____

(Name of Surety Company)

A corporation organized and existing under the laws of the State of _____
And licensed to do business in the State of _____ certifies and agrees, that
If Contract _____ is awarded to

(Name of Bidder)

Corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection thence with.

(Surety)

The language of this form shall generally be given on the official form normally provided by the Surety Company complete with the usual proof of Authority of Officers of the Surety Company to execute said official form.

The form is required regardless if the surety provided with the bid is a Bid Bond or a Certified Check (when applicable).

Should a bid be offered with a check as surety without said official form, such bid shall be rejected.

B020-04 BID PROPOSAL FORM

Opening date: August 27, 2019

Opening time: 2:00 PM

DEMOLITION OF 260 COOK AVENUE, Multi-Family Residential
CITY OF MERIDEN, CONNECTICUT

Adam B. Tulin
Purchasing Officer
Meriden, CT 06450-8022

Company's Name _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____
E-mail address: _____
Signature _____
Title & Duly Authorized _____

BIDDER:

I. The undersigned having familiarized (themselves)(itself) with existing conditions on and around the project site affecting the cost of the work, and with the Contract Documents which include any Contract Drawings, Invitation for Bid (Advertisement), Instructions to Bidders, Bid Form, Certificate as to Corporate Principal, Form of Surety Guarantee, Non-Collusion Affidavit of Prime Bidder, Performance Bond and Labor and Material Bond, Consent of Agreement Between Owner and Contractor, Standard Agreement Between Owner and Contractor for Demolition, Contractor's Qualification Statement; General Conditions of the Contractor for Construction, and Technical Specifications as prepared by the City of Meriden, hereby proposes to furnish all supervision, technical personnel, and services including utility and transportation services required to demolish the structures and remove all debris by the time specified in the Contract Documents and all in accordance with the listed Contract Documents and for the sum set forth in the following proposal

ITEM 1) PROPOSAL – 260 Cook Avenue, Multi-Family Residential structure:

Perform all demolition and removal of debris including the removal and proper disposal of asbestos and/or lead, as shown and specified for 260 Cook Avenue, Multi-Family Residential structure:

PRICE OF:

_____ \$ _____
Written Figures **Dollars & Cents**

ALLOWANCE For Water from our Water Division used for this demolition:

_____ Four Hundred Dollars \$ 400.00

State number of calendar days to complete demolition: 21 Calendar Days:

Demolition Schedule submitted with Bid? Yes _____ No _____

NOTE: WRITTEN FIGURES IN WORDS TAKE PRECEDENCE OVER WRITTEN FIGURES IN NUMBERS.

II. **The Demolition contractor shall furnish up to three (3) names of firms that he plans to use as subcontractors for the following trades. List your company if you are removing potential asbestos and/or lead yourself. The City reserves the right to reject any subcontractors to best serve its interest. The Contractor must select one of these subcontractors, unless you receive permission by the City to use a firm other than those listed here.**

ASBESTOS/LEAD/PCB 1. _____
2. _____
3. _____

- III. In submitting this bid, the Bidder understands that the right is reserved by the City of Meriden to reject any and all bids. If written notice of the acceptance of this Bid is mailed, faxed or delivered to the undersigned within sixty days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute the Agreement in the prescribed form and furnish the required bonds and insurances within seven (7) days after the Notice of Award.
- IV. The Undersigned submits security in the sum of _____ Dollars and _____ Cents (\$ _____) in the form of _____ which sum it is agreed shall become the sole and exclusive property of the City of Meriden if the undersigned fails to execute an contract in conformity with the accompanying Form of Agreement, and to furnish Performance, Payment Bonds and Insurance Policies in accordance with the accompanying forms. After due notification thereof, in the Contract Documents.
- V. The Bidder is enclosing Certificate as to Corporate Principal and also a Form of Surety Guaranty.
- VI. The Bidder is enclosing affidavit(s) in proof that the undersigned has not colluded with any person in respect to the Bid or any other bid or the submitting of bids for the Contract for which this bid submitted.
- VII. The Bidder is enclosing a statement of his qualifications and is prepared to submit a financial statement in accordance with Instructions to Bidders.
- VIII. This Bidder certifies that he does not maintain or provide for those employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

IX. The Bidder further certifies that he will not maintain or provide for his employees any segregated facilities at any his establishments, and that he will not permit his employees to perform their services at any location under his control where breach of his certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities means any waiting rooms, work areas, restrooms and locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas. Transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, creed, age sex or national origin, because of habit, local custom or otherwise. The bidder agrees that (except where he has obtained identical certification form proposed subcontractors for specific time periods), he will obtain certification from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such Certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 USC, Paragraph 1001.

Receipt of Addenda is acknowledged:

No: _____ Dated: _____

No: _____ Dated: _____

Bidder: _____

Address: _____

_____ Zip Code _____

By: _____

Name (Please print or type)

Title

ARE YOU A MINORITY BUSINESS? _____ Yes _____ No

Signature: _____

Dated: _____ Telephone: _____ Fax: _____

PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be rejected.

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER B020-04
(Shall be included with Bid)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative or agent) of _____; the Bidder that has submitted the attached Bid.
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid.
3. Such Bid is genuine and is not a collusive or sham Bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Meriden or any person interested in the proposed Contract.
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Company Name: _____

(Signed) _____

(Title)

Subscribed and sworn to before me this _____ day of _____, 2016

(Title)

My commission expires:

BIDDER'S QUALIFICATION STATEMENT B020-04 SUBMIT WITH BID

This Statement of Bidder's Qualifications is to be submitted by the bidder at the time of the bid opening. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions must be answered on attached sheets. The bidder may submit any additional information they desire. It is understood that when the City has executed an Agreement, to which these General Conditions are a part, it is, in part, done upon the reliance of the answers provided herein by the bidder or the agent of the bidder.

Firm Name _____

Address _____

Telephone _____ Fax _____

Officers: _____	President
_____	Vice President
_____	Secretary
_____	Treasurer

Bank References: _____

Bond Surety Company: _____

If a partnership, give names of partners. If a sole proprietorship, give name and title of a least one responsible employee.

Experience: The Bidder shall be qualified by experience to perform work of this nature and shall list five (5) examples of similar projects completed within the past five (5) years, with the names of responsible parties as references.

PROJECT	OWNER	TELEPHONE NUMBER CONTACT NAME	COST
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1. Minority owned business? _____ Yes _____ No

2. Years organized. _____

3. Is your company a corporation _____ Yes _____ No

If yes where incorporated? _____

4. How many years have you been engaged in business under your present firm name? _____

5. Former Firm Name (if any) _____

6. List total number of Personnel _____ Total licensed of certified _____

7. General character of work performed by your firm:

8. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and equipment, sizes, capacities, etc.

9. List the work to be performed by Subcontractors and summarize the dollar value of each subcontract.

10. List the name and address of the more similar contracts recently completed by you, starting the approximate gross cost for each, and the month and year completed:

11. Have you ever failed to complete any contract awarded to you? If so, where and why?

12. Have you or any of your sub-contractors ever been fined by the State of Connecticut Department of Health for violations regarding asbestos removal/hazardous abatement? If so, where and explain circumstances?

13. Have you ever defaulted on a contract? If so where and why?

14. Have you ever filed bankruptcy: _____ Please explain: _____

15. Will you, upon request, furnish any information that may be required by the City of Meriden? _____

The undersigned hereby authorizes and request any person, firm or cooperation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 2019
Day month

Name of Bidder

Title

State of _____
County of _____

CONTINUED:

_____ being duly sworn deposes and says that they are
Name

_____ of _____
Title name of organization

And that the answers to the forgoing question and all statement therein contained are true and correct

Subscribed and sworn to before me this _____ day of _____ 2016
Day month

Notary Public signature

My commission expires _____

REQUEST FOR STATUS AS A MERIDEN BASED BUSINESS

B020-04

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A which requires, but is not limited to, a local preference requiring, in part, that a "City based business" shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Department has been submitted with each bid by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

1) Any City based business bidder which has submitted a bid not more than ten (10%) percent higher than the low bid.

Such City based business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City based business bidder have submitted bids not more than ten (10%) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

The bidder may submit any additional information he/she desires that he/she feels establishes the company as a city based business, including but not limited to; evidence of ownership, a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

1) Name of Bidder: _____

2) Meriden's Office Address: _____

3) Type of ownership: Minority owned: _____ Yes _____ No

4) If a corporation, where incorporated: _____

5) Former name (if applicable): _____

6) The undersigned hereby authorizes and requests any persons, firms, or corporations to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Request for Status as a City Based Business.

Dated at: _____ this: _____ day of _____, 2016

Name of bidder: _____

By: _____ Title: _____

IF REQUESTING STATUS AS A MERIDEN BASED BUSINESS, SUBMIT THIS FORM WITH YOUR PROPOSAL.

ATTENTION
DEMOLITION CONTRACTORS

Proof of the following must be provided to the Building Department BEFORE an application for a demolition permit will be accepted by this office:

- ❑ All utilities have been disconnected or removed
- ❑ The building has been inspected for asbestos and all asbestos and other hazardous materials have been removed
- ❑ Notification has been given to the owners of all adjacent properties
- ❑ Current State of Connecticut Demolition Contractor's License
- ❑ Current Worker's Compensation Insurance

Also - No demolition project will be considered to be complete or signed-off on until the following conditions have been met:

- ❑ Dumping slips must be provided to this office
- ❑ The site must be left clean and backfilled

B020-04 INFORMATION TO BIDDERS

1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached Proposal Bid Form. Bids will be received by the Purchasing Officer, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450, until **August 27, 2019 at 2:00 PM**, prevailing local time, and thereafter immediately read in public.

2. BIDS

Bids are to be submitted on the attached proposal forms. Please submit two copies of Proposal forms and Bidder's Qualifications. One shall be an original and one can be a copy.

Surety will be in the amount of ten (10%) percent of the amount bid. They must be submitted in a sealed envelope with a Bid Bond, Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check. If a paper bond is used it must be listed with Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN THOSE SPECIFIED

- a. Bids must be made out and signed in the Corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must have the Bidder's name and address in the upper left hand corner and The words "BID DOCUMENT - B020-04 Demolition of 260 Cook Avenue, Multi-Family Residential to be opened August 27, 2019 at 2:00 PM" in the lower left hand corner.
- c. Bids received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of Bids received later than the time and date set for the Bid opening will not be considered.
- e. All spaces must be filled in with figures or words, or the bid may be rejected.
- f. Bidders or their representatives may be present at the Bid opening.

3. BIDDER QUALIFICATIONS

Bidders will be required to fill out, and include as part of their bid any attached Bidder's Qualification Statement.

In determining the qualifications of a bidder, the Owner will consider his record in the performance of any contracts for construction work into which he may have previously entered; and the Owner expressly reserves the right to reject the bid of such bidder, if such record discloses that such bidder, in the opinion of the Owner has not properly performed such Contracts or has habitually and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers or employees.

4. BIDS TO REMAIN OPEN

No bidder may withdraw their bid within sixty (60) days of the date of the bid opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the bidder.

5. EXAMINATION OF BIDDING DOCUMENTS

Bidders are to examine all documents and visit the site and shall make a thorough examination of the conditions so that he may familiarize himself with all of the existing conditions and difficulties that will attend the execution of the work, and so that he may determine the amount of work necessary to carry out the true intent of the Specifications and work shown on the drawings. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Officer, and e-mailed to meridenpurchasing@meridenct.gov or faxed to (203) 630-3852. **Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder's responsibility to periodically check the City website (www.meridenct.gov) for updates regarding this bid.**

No request shall be honored if less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be sent, e-mailed or faxed to all prospective bidders at their respective addresses, e-mail addresses or faxes that are furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligations under his bid as submitted.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the Bid which, by the Purchasing Officer's judgment and recommendation from the User Department following Bid evaluations, best meets the Specifications and is deemed to be in the best interest of the City of Meriden. Bid award

A Contract will not be awarded to any corporation, firm or individual who is in arrears to the City of Meriden, Connecticut by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden, Connecticut.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

City of Meriden, Local Preference (MERIDEN BASED BUSINESS FORM ATTACHED)

In determining the lowest responsible bidder, the Purchasing Department shall also consider Local Preference.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A which requires, but is not limited to, a local preference requiring, in part, that a "City based business" shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Department has been submitted with each bid (forms included in bidding documents) by said business to establish that it has a bona fide principal place of business is operated, or payment of property taxes on the personal property of the business.

6. AWARD OF CONTRACT – CONTINUED:

Any City based business bidder which has submitted a bid not more than ten (10) percent higher than the low bid provided such City based business bidder agrees to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than next business day following the opening of the bid) for example, a bid opened at 11:00 AM Monday must be accepted by the City based bidder no later than 11 AM Tuesday).

If more than one City based business bidder have submitted bids not more than ten (10) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be the one of the City based business bidders which has submitted the lowest bid.

Bidders claiming status under Local Preference are hereby required to submit with their bid an additional form, titled “Request for Status as a Meriden Based Business”.

7. TIME

Inasmuch as the Contract concerns a needed public improvement, the provisions of the Contract relating to the time of performance and completion of the work are of the essence of this Contract. Accordingly, the Contractor shall begin work on the day specified in paragraph 2.3 of the General Conditions, and shall prosecute the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. See article 3.2 “Liquidated Damages” of the “Standard Form of Agreement between Owner and contractor”.

8. SCHEDULE OF WORK

The Contractor shall schedule all work in a manner that will not disrupt operations. Once the work has begun, the Contractor shall work full time.

9. TAXES

- a. The City of Meriden is exempt under Connecticut General Statutes Section 12-412 from the payment of the excise taxes imposed by the Federal Government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the Bid price.
- b. Upon request, exemption certificates will be furnished to the successful Bidder.

10. FAIR EMPLOYMENT PRACTICES

The successful Contractor shall agree that neither he nor his Subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or ill terms, conditions or privileges of employment because of race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Connecticut General Statutes Section 31-126 “Unfair Employment Practices”.

11. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement for the work will be written on the “Standard Form of Agreement between Owner and Contractor”, where the basis of payment is a stipulated sum, NSPE form 1910-8 (1983 Edition).

12. CERTIFICATE OF SURETY

Each Bidder will be required to furnish a Certificate of Surety with his proposal evidencing that he can obtain the required Performance and Labor and Material Bond, in the event he is awarded the contract. In the event a bid is received with a Certified Check, in lieu of a Bid Bond, and said Certificate does not accompany the bid, the bid shall be rejected.

13. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract, 100 percent Performance Bond, Labor and Material Payment Bond and Certificate of Insurance naming the City of Meriden Additional Insured, as required within seven (7) working days after he has received notice of the award, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

14. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought insofar, as is practical in the performance of this project.

15. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden Code of Ethics, sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this bid as if those terms were set forth in such contract or agreement.

Bidders are specifically advised that the Code of Ethics prohibits public officers or employees, their immediate families and business with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Bidders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

BIDDERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND BIDS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk.

16. Non-Collusion Affidavit

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

Before execution of any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in the Section entitled "Subcontract" under the General Conditions.

17. SOIL CONDITIONS

The Owner does not guarantee the accuracy of any information which it may have obtained as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the Plans and Specifications drawn are based upon any soil data so obtained. The Owner does not make any representations as to the soil data so obtained. The Owner does not make any representations as to the soil conditions to be encountered or as to foundation materials.

18. AWARD IN CASE OF A TIE

In the event there are two or more responsible bidders the decision to award will be based by the following and in the following order:

1. The incumbent will be awarded the bid over that of another bidder.
2. In the case of a multi-item bid, if one bidder has been awarded other items from the same bid, and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
3. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
4. By coin toss, the winner of the coin toss will be awarded the bid over that of another bidder.

19. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or her designee.

20. PERMITS:

The Contractor shall be responsible for obtaining all necessary permits required by the City of Meriden prior to commencement of work. Contact the Building Department for building permit information at (203) 630-4091. For all other required permits contact Engineering Department at 203-630-4018.

21. CITY HALL CLOSING

If Meriden City Hall is closed for inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

22. START OF DEMOLITION

Mobilization shall begin as soon as practicable. Work shall begin on site no later than ten (10) days after contract signing. Proper notice shall be given to the State of Connecticut Department of Health per their requirements for asbestos/hazardous material abatement.

23. CONDITION OF WORK

The building will be closed to all personnel that are not part of the demolition process.

24. SUBCONTRACTORS

The apparent low bidder shall file with the City of Meriden, at the time of the bid opening, a complete list of the names & addresses of competent as well as responsible & qualified subcontractors who are actually to perform major subdivisions of work (see Proposal Pages). This no way restricts or limits the requirement that all subcontractors must be approved by the Owner.

25. COMPLETION DATE

a. The date of final completion is **TWENTY ONE (21) calendar days** from the start date. State on Proposal Page the number of days for demolition.

b. Contract Time:

For the purpose of this contract, wherever the words “calendar day” are used herein, the following shall apply: Calendar Day: A calendar day as the name implies, shall be construed to mean each consecutive day in its order including Saturday, Sundays and legal holidays. The time allowed for the work to be done on the project will be computed on the basis of calendar days.

END OF INFORMATION TO BIDDERS

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The Contractor(s) shall, within 7 days from the date of the Notice of Award, furnish the City of Meriden with a PERFORMANCE BOND and a LABOR AND MATERIAL PAYMENT BOND, both in the amount of 100% of the amount bid, conditioned upon the performance of the Contractor on all undertaking, covenants, terms, and conditions and agreements of the contract. The bond shall be in the form of the specimen bonds annexed hereto, such bonds shall be executed by the contractor and a corporate bonding company licensed, authorized, and admitted to transact such business in the State of Connecticut and named on the current list of "Surety Companies acceptable on Federal Bonds", as published in the "Treasury Department" listed for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bonds shall accompany the bonds. The expense of the bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State of Connecticut, or is removed from the list of Surety Companies acceptable on Federal Bonds, or for any other justifiable cause, the Contractor shall, within 5 days after notice from the City of Meriden to do so, substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be paid by the Contractor. No payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable bond to the City.

The Performance and Payment Bonds should be written by the insurance carrier affording the Comprehensive General Liability Coverage.

If the Contractor is a partnership, the bonds shall be signed by each of the individuals who are partners; if a corporation, the bonds shall be signed in the correct corporation name by a duly authorized office, agent, or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. Each executed bond shall be accompanied by 1) appropriate acknowledgements of the respective parties; 2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Contractor or surety; 3) a duly certified extract from by-laws or resolutions or surety under which Power of Attorney or other certificates of authority of its agent, officer, or representative was issued.

The Contractor hereby agrees and understands that a Notice of Award is expressly conditional upon the receipt of these bonds and a Certificate of Insurance naming the City of Meriden (and others as appropriate) as ADDITIONAL INSURED. If said documents are not received by the City of Meriden within 7 days from the date of Notice of Award, the City of Meriden reserves the right to withdraw its conditional acceptance of the bid and cancel the Notice of Award.

Attached are the forms listed above.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership or Individual)

Hereinafter called "Principal" and _____
(Surety)

Of _____ State of _____

Hereinafter called the "Surety", are held firmly bound unto the CITY OF MERIDEN of Meriden, CT 06450, hereinafter called the "Owner", in the penal sum of _____
_____ DOLLARS (\$) In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Owner, dated the _____
Day of _____ 2019 a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may "be granted by the Owner. with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PERFORMANCE BOND: Page 2

IN WITNESS WHEREOF, this instrument is executed in at least three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____

ATTEST:

Principal

Principal Secretary (seal)

by: _____

Address Zip Code

Witness as to Principal

Address-Zip Code

Surety

ATTEST:

Surety Secretary
SEAL

By: _____
Attorney-in-Fact

Witness as to Surety

(Business Address)

(Address-Zip Code)

NOTE: If Contractor is Partnership, all Partners should execute Bond.

MATERIAL AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS; That we _____
Name of Contractor

_____ a _____
Corporation, Partnership or Individual

Hereinafter called the "Surety", are held firmly bound unto the CITY OF MERIDEN of Meriden, CT 06450, hereinafter called the "Owner", in the penal sum of

_____ dollars
\$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Owner, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor, or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

MATERIAL AND PAYMENT BOND: Page 2

IN WITNESS WHEREOF, this instrument is executed in at least three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____

ATTEST:

Principal Secretary (seal)

Principal

by: _____

Address Zip Code

Witness as to Principal

Address-Zip Code

Surety

ATTEST:

Surety Secretary
SEAL

by: _____

Attorney-in-Fact

Witness as to Surety

(Business Address)

(Address-Zip Code)

NOTE: If Contractor is Partnership, all Partners should execute Bond.

STANDARD AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR DEMOLITION
B020-04 Demolition of 260 Cook Avenue, Multi-Family Residential

This Agreement made as of _____ day of _____, _____ between the City of Meriden (hereinafter referred to as Owner) and _____ hereinafter referred to as Contractor) with regard to Demolition of 260 Cook Avenue, Multi-Family Residential (hereinafter referred to as the Project).

WITNESSETH that the Owner and Contractor agree as set forth hereinafter.

ARTICLE 1: This agreement adopts by reference thereto as if fully set forth herein the bid documents and specifications, Addenda (if any), and any other documents listed in this agreement. This Agreement represents the entire agreement between the parties and supersedes proper negotiations, representations or agreements either written or oral.

ARTICLE 2: The Contractor shall execute the entire work described herein, as follows: The demolition, and all work Required thereto, for Demolition of 260 Cook Avenue, Meriden, CT in strict adherence to all specifications in a neat and workmanlike manner.

The contract time shall begin on the tenth (10th) day after the effective date of this contract (unless a Notice to Proceed is issued) and end within Twenty One (21) Calendar Days unless extended or terminated.

The Contractor shall achieve Final Completion within Twenty One (21) Calendar Days from the commencement date. The Contractor guarantees that the work can and will be completed no later than said dates, and shall pay damages to the Owner for failure to do so in liquidated sum of \$250.00 per calendar day for each day the Contractor shall fail to complete the work or any part thereof in accordance with these provisions. Owner may deduct and retain from any sums due Contractor hereunder the sum of such liquidated damages.

ARTICLE 3: The owner shall pay the Contractor for said work the lump sum price of \$ _____ for said work Within forty five (45) days of satisfactory completion.

ARTICLE 4: The Contract may be terminated by the Owner or Contractor as provided in the Instructions to Bidders and The work may be suspended by the Owner as provided in said section.

CONTRACTOR:

City of Meriden

Duly Authorized

Timothy Coon, City Manager
Duly Authorized

Date: _____

Date: _____

Insurance Requirements

B020-04

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Meriden as an Additional Insured on a primary and non-contributory basis to all policies except Pollution Liability and Workers Compensation. All policies except Pollution Liability should also include a Waiver of Subrogation. Umbrella or Excess Liability should be follow form over Workers Compensation, General Liability and Auto Liability and be included in the description of the certificate. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-" "VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	*Policy has no Exclusion for Demolition, Explosion or Collapse	
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$10,000,000
	Aggregate	\$10,000,000
Pollution Liability	Each Claim or Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000
	*Policy has no exclusion for Asbestos or Lead	
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

STANDARD AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR DEMOLITION
B020-04 Demolition of 260 Cook Avenue, Multi-Family Residential

This Agreement made as of _____ day of _____, _____ between the City of Meriden (hereinafter referred to as Owner) and _____ hereinafter referred to as Contractor) with regard to Demolition of 260 Cook Avenue, Multi-Family Residential (hereinafter referred to as the Project).

WITNESSETH that the Owner and Contractor agree as set forth hereinafter.

ARTICLE 1: This agreement adopts by reference thereto as if fully set forth herein the bid documents and specifications, addenda (if any), and any other documents listed in this agreement. This Agreement represents the entire agreement between the parties and supersedes proper negotiations, representations or agreements either written or oral.

ARTICLE 2: The Contractor shall execute the entire work described herein, as follows: The demolition, and all work required thereto, for Demolition of 260 Cook Avenue, Meriden, CT in strict adherence to all specifications in a neat and workmanlike manner.

The contract time shall begin on the tenth (10th) day after the effective date of this contract (unless a Notice to Proceed is issued) and end within Twenty One (21) Calendar Days unless extended or terminated.

The Contractor shall achieve Final Completion within Twenty One (21) Calendar Days from the commencement date. The Contractor guarantees that the work can and will be completed no later than said dates, and shall pay damages to the Owner for failure to do so in liquidated sum of \$250.00 per calendar day for each day the Contractor shall fail to complete the work or any part thereof in accordance with these provisions. Owner may deduct and retain from any sums due Contractor hereunder the sum of such liquidated damages.

ARTICLE 3: The owner shall pay the Contractor for said work the lump sum price of \$_____ for said work within forty five (45) days of satisfactory completion.

ARTICLE 4: The Contract may be terminated by the Owner or Contractor as provided in the Information to Bidders and the work may be suspended by the Owner as provided in said section.

CONTRACTOR:

City of Meriden

Duly Authorized

Timothy P. Coon, City Manager
Duly Authorized

Date: _____

Date: _____

GENERAL REQUIREMENTS FOR DEMOLITION
SECTION 01000
GENERAL PROVISIONS

PART 1 GENERAL

1.01 DESCRIPTION

A. General:

All applicable provisions of the General Conditions and the Supplementary General Conditions shall apply to all work of this Section.

1.02 PROJECT DESCRIPTION

- A. Work included consists of Demolition of 260 Cook Avenue, Meriden CT - fill any resultant holes with clean fill to grade level, and where asbestos removal is required, properly dispose of asbestos or any other hazardous materials. **Backfill foundation holes with excess site soils to existing grade.**

1.03 DEFINITIONS

- A. All notices or demands shall be delivered to the Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, CT 06450 and may be delivered in any manner designated in the General Conditions for delivery of notices or demands.
- B. The terms "City", "City of Meriden", and "Owner" are used interchangeably and shall have the same meaning.
- C. All nouns used herein in the singular number shall extend to and include the plural and vice versa. All nouns and pronouns used in any gender shall extend to and include all genders.

1.04 PROTECTION OF ADJOINING PROPERTIES

- A. Particular care must be taken to protect existing buildings, planting and other features of the adjoining areas contiguous to the site, whether owned or not owned by the City of Meriden.

1.05 INTENT

- A. It is the intent of the Drawings and Specifications to describe and project complete and finished in every respect, unless otherwise noted or specified; and to require a high standard of work throughout the project.

1.06 OCCUPATIONAL SAFETY AND HEALTH

- A. The Contractor, subcontractors and their employees shall be familiar with the provisions of the Occupational Safety and Health Act and all subsequent detailed regulations; they shall take action as required to comply therewith.
- B. The Contractor shall maintain accurate records of all injuries, disease or death requiring medical attention of causing loss of time, arising out of and in the course of employment under the Contract, submitting such record as required by the Occupational Safety and Health Act.

1.07 CHARTER REQUIREMENTS

- A. The submission of a bid or proposal for the whole or any part of the work contained in these specifications shall constitute an acceptance by the Contractor of the conditions as set forth in the Charter of the City of Meriden in relation to bids, proposals, and the award of contracts founded on same said conditions shall be considered to constitute a part of the Specifications which will be incorporated in and form a part of all Contracts for work contained in these Specifications.

1.08 CUTTING AND PATCHING

- A. The Contractor will be liable for cutting-neatly any areas for removal of materials for demolition. No patching by the contractor will be required unless the work is done in a manner not conducive to good construction practice.

1.09 DELIVERY, STORAGE AND HANDLING

- A. All materials and equipment shall be so delivered, stored and handled as to prevent the inclusion of foreign materials and damage by weather or breakage. Packaged materials shall be delivered and stored in original packages. Packages opened by the Architect for inspection shall be re-sealed until ready for use. Packages, materials and equipment showing evidence of damage shall be rejected.
- B. All materials affected by dampness shall be stored in suitable, substantial, watertight storage sheds or building areas, and maintained in good condition throughout their use. Floors shall be raised at least 12 inches above ground. All storage sheds shall be provided by the Contractor whose material is to be stored and shall be of sufficient size to hold all materials required on the site at one time.
- C. Should it be necessary at any time to move materials, sheds or storage platforms, the Contractor shall move same as and when directed at his own expense.

1.10 ACCESS TO PROJECT AREA

- A. The Contractor shall be allowed access to the project from Cook Avenue.

1.11 USE OF PROJECT AREA

- A. The Contractor shall take proper means to identify his employees, subcontractors, suppliers and agents when operating within the site. He shall not permit his employees, subcontractors, suppliers and agents to trespass outside the limits of the spaces provided for him, to unnecessarily interfere with, to annoy, to commit any nuisance, to scatter rubbish outside such limits, or to loiter there when their presence is not essential to the work underway. He shall not permit others attracted to the site of his work by his operations to loiter in the vicinity of this work by his operations to loiter in the vicinity of this work or to enter or damage City or private property, within or adjacent to the site, or to annoy the regular occupants or owners of such property.

SECTION 01000

Page 3

1.12 INSPECTION

- A. Required testing and inspections are specifically called for in specific Sections of the Specifications.

1.13 REMOVAL OF DEBRIS

- A. All removal materials, construction debris, and waste material shall be removed and disposed of legally off site.
- B. Burning of debris or materials of any sort will not be permitted on the site.
- C. Storage of any debris or materials of any sort will not be permitted on the site or in or on the building. All debris and waste materials shall be immediately removed from the building and site.
- D. Removal of debris shall be performed in a manner acceptable to the Architect and Owner, which shall minimize the spread of dirt and dust and insure the safety of all.

1.14 SIGNS

- A. No signs or advertisements will be allowed to be displayed without the approval of the Owner.

END OF SECTION 01000

SECTION 01005

ADMINISTRATIVE PROCEDURES

PART 1 GENERAL

1.01 DESCRIPTION

A. General:

All applicable provisions of the General Conditions and Supplementary General Conditions shall apply to all work of this Section.

1.02 INTENT

- A. Special attention of the Contractor and each subcontractor is called to the fact that except where more stringent requirements are specified in various Sections of these Specifications, the following headings and their accompanying paragraphs, shall be deemed to apply to every Section of the Specifications as if they had been written in full in each individual Section.

1.03 SPECIFICATIONS EXPLANATION

- A. The Specifications are generally divided into Sections for the purpose of convenience, and ready reference only. The Contractor will be permitted to allot the work of subcontractors at his own discretion regardless of the grouping in the Specifications. It shall be his responsibility to settle definitely with each subcontractor the portion of the work which each will be required to execute. The Owner or the Architect assume no responsibility whatsoever for any jurisdiction claimed by any of the trades involved in the work. The Contractor shall provide each item called for, and shall perform the operations prescribed as per and conditions stated, including specified operations, processes or methods, providing therefore all necessary labor, materials, equipment and the incidentals required to complete the work.
- B. Any work included by reference made in any Section to another Section of the Specifications shall be included as work under the Contract whether or not it is called for under the Section referred to. Failure to cross reference any item in all applicable Sections shall not relieve the Contractor from his obligation to provide such items of work.
- C. Wherever the words "PROVIDE" and "WORK" appear on the Drawings and the Specifications, they shall mean that all Contractors shall "FURNISH" "INSTALL", and "CONNECT-UP", complete and in operative condition and use, all materials, equipment, apparatus, and all other required appurtenances of a particular item to which it has reference.
- D. Reference is made to these Specifications and Drawings, by abbreviation, to standard designations of the ASTM, ATSC, ACI, ASME, AWWA, AIEE, AWI, NEC, NFPA, SSPC, U.L., and other similar organizations and associations. It is intended to refer to Specifications, Code, and/or Standards of the "latest revision and/or edition".

1.04 CORRELATION AND INTENT OF CONTRACT DOCUMENTS

- A. In the event that there is ambiguity, conflict or disagreement relative to the items or arrangements to be furnished under the Contract Documents, it is understood that the Contractor shall furnish the items or arrangements to best carry out the design intent and provide all incidental components, additional devices to meet the performance requirements.
- B. These Drawings and Specifications are presented to the Contractor with the understanding that he is an expert and competent in the construction industry and that the work shall be performed subject to the interpretation of such Drawings and Specifications by the Architect, when necessary.
- C. The Contractor, prior to the execution of the Contract Documents, shall notify the Architect in writing of any discrepancies, ambiguity or incompleteness in the Contract Documents, or any other facts which in his opinion would make it impossible to produce a complete first class job.
- D. The absence of such notification shall be deemed as a representation by the Contractor that he is of the opinion that the work shall be satisfactorily performed by him and in compliance with the Contract Documents.
- E. Nothing contained herein, however, shall require the Contractor to review the Contract Documents for the purpose of determining the completeness or desirability of aesthetic effects.

1.05 COORDINATION AND COOPERATION

- A. The Contractor shall be responsible for fitting and coordination of work between all Sections of these Specifications, and material suppliers, manufacturers engaged in the construction of the project. The Contractor shall advise the Architect in writing immediately, of any condition caused by any of his subcontractors which will adversely affect the progress of the work as set forth in the Progress Schedule.
- B. The Contractor shall, or cause his agents, employees or subcontractors to coordinate as necessary to make the several parts of the work come together properly, and to fit and modify the work to receive or be received.
- C. The contractor shall confer with all his subcontractors, and the Architect at regular Job Meetings as specified, and/or required, for the purpose of providing each other reasonable opportunity for the introduction of their materials and equipment and for the execution of their work properly connected and coordinated.
- D. Each of the Contractor's subcontractors, prior to starting of his work, shall examine and inspect the work of other applicable subcontractors and field conditions which will affect his work. Commencing of any work shall imply full acceptance of surfaces and conditions to perform his work as specified.

1.06 QUALITY ASSURANCE

A. Preparatory Work:

1. For all applicable Sections where preparatory work is a part of the work therein, carefully examine surfaces over which finished work is to be installed, laid or applied before commencing work.

2. Report in writing to the Architect any and all conditions which may affect the satisfactory execution of his work or endanger its permanency. Do not proceed with said work until defective surfaces on which work is to be applied are corrected to the satisfaction of the Architect.

B. Defective, Damaged and Unsatisfactory Work:

Any work which has become defective from any source has been damaged, unsatisfactorily installed, permanently stained, marred, cracked and materials which do not conform to quality required will be rejected; removed immediately, and reset as required with material and methods of like kind and quality to produce satisfactory, complete work to the full satisfaction of the Owner at no additional costs or extension of contract time.

1.07 INSPECTION AND TESTING OF MATERIALS

A. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing when required by Architect.

B. Materials of construction, particularly those upon which the strength and durability of the structure may depend shall be subject to inspection and testing when required by the Architect to establish conformance with Specifications and suitability for uses intended.

C. The tests called for in the various Sections of the Specifications shall be carried out without special notice from the Architect; additional tests and inspections may be ordered at the discretion of the Architect for any materials included in the work.

D. All inspections and testing required by the Architect, unless otherwise specified, shall be paid for by the Owner, with the exception of any inspection or testing required to ascertain that the work meets contract requirements. Where said inspection or tests indicates that work does not meet Contract requirements, the Contractor shall be responsible for the cost of said inspection and/or testing.

1.08 NAME OF MANUFACTURERS, TRADE NAMES, BRANDS AND CATALOG NUMBER NOT A RELEASE FROM SPECIFICATION REQUIREMENTS

A. The naming of manufacturers, trade names, brands and catalog numbers in the Specifications does not necessarily indicate that they would satisfy fully the requirements of the Drawings and Specifications. In addition, the items or item shall also be modified as necessary in the opinion of the Architect until the special detailed standards of the Architect as illustrated in the Drawings and Specifications are satisfied, and it shall be the full responsibility of the Contractor to ascertain if the designated manufacturer's trade names, brands and catalog number satisfy such criteria.

1.09 ITEMS NO LONGER AVAILABLE

- A. Where an item is designated by manufacturer, brand, trade name or catalog number, and is not otherwise described or specified and if the manufacturer producing described or specified and if the manufacturer producing described or specified items is no longer in business or no longer manufactures such item, the Contractor shall consider the item as standard to be matched with equal products or other fabricators. Such substitution shall be proposed in writing and shall be subject to the approval of the Architect(Consultant) and at no extra cost to the Owner of any kind, and without extension of Contract time.
- B. If Architect (Consultant) is satisfied that no equal exists, he may allow use of item, more or less costly, with corresponding extra charges or credits.

1.10 DETERMINATION OF COMPATIBILITY

- A. The Contractor shall conduct all tests; erect sample panels; examine and investigate conditions affecting, joining, abutting, covering and integrating the various assemblies and systems to assure their compatibility.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Title of work and type of contract.
- B. Contractor use of site and premises.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of this Contract comprises complete demolition and removal of the structure materials including, but not limited to, filling the resultant holes with clean fill to grade level and where asbestos, PCB or lead-based paint removal is required, properly dispose of asbestos or any other hazardous materials.

1.03 CONTRACT METHOD

- A. Demolition is at the lump sum price, including the removal and proper disposal of asbestos and/or any other hazardous materials.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Contractor shall have complete use of premises for work, storage, and access, to allow execution of the contract.
- B. Assume full responsibility for protection and safekeeping of products under this Contract.
- C. Obtain and pay for use of additional storage or work areas needed for operations under this Contract.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Schedule of Values.
- B. Application for Payment.
- C. Change procedures.

1.02 RELATED SECTIONS

- A. Section 01027 - Application for Payment.
- B. Section 01028 - Change Order Procedures.
- C. Section 01300 - Submittals; Schedule of Values.
- D. Section 01600 - Material and Equipment; Product substitutions.

1.03 SCHEDULE OF VALUES

- A. Submit typed schedule for Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 7 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.
- D. Include in separate line item, the amount of Allowances specified in this Section.
- E. Include separately from each line item, a directly proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATION FOR PAYMENT

- A. Submit one original invoice for application and certificate for payment.
- B. Content and Format: Utilize Schedule of Values for listing items in application for payment.
- C. There may be progress payments and must be agreed upon by the City and the Contractor. Final payment is made after receipt of the asbestos waste (and any other hazardous materials, if applicable) manifest and verification that the building has been demolished.

1.05 CHANGE PROCEDURES

- A. The City will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the City.
- B. The City may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 7 days.
- C. The Contractor may propose a change by submitting request for change to the City describing the proposed change and its full effect on the Work.
- D. Stipulated Sum Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by the City.
- E. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Authorization or Construction Change Directive.
- F. Change Order Forms
- G. Execution of Change Orders: City will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of Application for Payment.

1.02 RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Final Payment
- B. Section 02080 Final Payment After Disposal.

1.03 FORMAT

- A. An invoice labeled Application and Certificate for Payment including continuation sheets when required.

1.04 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten form or on electronic media printout.
- B. Execute certification by signature of authorized officer.
- C. Use date from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of work.
- E. Prepare Application for Final Payment as specified in Section 01700.

1.05 SUBMITTAL PROCEDURES

- A. Submit two copies of each Application for Payment.
- B. Payment Period: Submit at intervals stipulated in the Agreement.
- C. Submit under transmittal letter specified in Section 01300.

1.06 SUBSTANTIATING DATA

- A. When City requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01028

CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for issuing Change Orders.

1.02 RELATED SECTIONS

- A. Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.
- B. Section 01019 - Contract Considerations: Contingency allowance.
- C. Section 01019 - Contract Considerations: Schedule of Values.
- D. Section 01700 - Contract Closeout: Project Record Documents.

1.03 SUBMITTALS

- A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes of the work.
- B. Typed Change Order Forms.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

- A. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. On request, provide additional data to support computations:
 - 1. Quantities of products, labor and equipment.
 - 2. Insurance and Bonds.
 - 3. Overhead and profit.
 - 4. Justification for any change in Contract Time.
 - 5. Credit for deletions from Contract, similarly documented.
- D. Support each claim for additional costs, and for work done on a time and material basis, with additional information;
 - 1. Origin and date of claim.
 - 2. Dates and times work was performed, and by whom.
 - 3. Time records and wage rates paid.
 - 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.05 CHANGE PROCEDURES

- A. The City may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.
- B. The Contractor may initiate a change by submitting a request for change to the City, describing the proposed change with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.

1.06 LUMP SUM CHANGE ORDER

- A. Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by the City.

1.07 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: The City will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.08 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule for Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjustment the Contract Sum/Price.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedule to adjust time for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Cutting.
- C. Progress meetings.

1.02 RELATED SECTIONS

- A. Section 01041 - Project Coordination.

1.03 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various Sections of the specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of work of separate Sections in preparation for Substantial completion.

1.04 PROGRESS MEETINGS

- A. Should a meeting be necessary, schedule through the consultant and prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within three days to Architect, Owner, participants, and those affected by decisions made.
- B. Attendance Required: Job superintendents, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- C. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems and decisions.
 - 4. Identification of problems which impede planned progress.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Construction mobilization.
- B. Schedules
- C. Submittals.
- D. Closeout procedures.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Project.
- B. Section 01039 - Coordination and Meetings: Project Meetings.
- C. Section 01700 - Contract Closeout: Contract closeout procedures.

1.03 CONSTRUCTION MOBILIZATION

- A. Cooperate with the City Officials in allocation of mobilization areas of site; for field offices and sheds, for access, traffic and parking facilities.

1.04 SCHEDULES

- A. Submit preliminary progress schedule in accordance with Section 01030 coordinated with Project construction schedule.
- B. After review, revise and resubmit schedule to comply with revised Project schedule.
- C. During progress of Work, revise and resubmit with Applications for Payment.

1.05 SUBMITTALS

- A. Submit applications for payment on invoice for review, and for transmittal to City.
- B. Process requests for substitutions, and change orders, through the City.

1.06 CLOSEOUT PROCEDURES

- A. Notify City when Work is considered ready for Substantial Completion.
- B. Comply with City's instructions to correct items or Work listed in executed Certificates of Substantial Completion.
- C. Notify the City when Work is considered finally complete.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.

1.02 RELATED SECTIONS

- A. Section 01019 - Contract Considerations: Schedule of Values.
- B. Section 01700 - Contract Closeout.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with bid number on it.
- B. Identify Project, Contractor, Subcontractor or supplier.
- C. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required is in accordance with the requirements of the Work and Contract Documents.
- D. Provide space for Contractor and Architect review stamps.
- E. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- F. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 7 days after date of Owner-Contractor Agreement for City review.
- B. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities.
- C. Indicate estimated percentage of completion for each item of Work at each submission.

1.05 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.06 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

Part 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, and protection of the Work, and water control.
- C. Construction Facilities: Parking, progress cleaning and project signage.

1.02 RELATED SECTIONS

- A. Section 01540 - Security
- B. Section 01550 - Parking Areas.
- C. Section 01560 - Temporary Controls.
- D. Section 01570 - Traffic Regulation.
- E. Section 01700 - Contract Closeout: Final cleaning.

1.03 TEMPORARY ELECTRICITY

- A. Provide and pay for, as required for your operations.

1.04 TEMPORARY LIGHTING

- A. Provide and pay for as required for your operations.

1.05 TEMPORARY HEAT

- A. Provide and pay for as required for your operations.

1.06 TEMPORARY WATER SERVICE

- A. Provide and pay for, as required for your operations.

1.07 TEMPORARY SANITARY FACILITIES

- A. Provide and pay for as required for your operations.

Section 01500, Continued:

1.08 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades required by governing authorities for public right-of-way.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.09 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.10 PARKING

- A. Vehicle parking on existing pavement is allowed.

1.11 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.12 PROJECT IDENTIFICATION

- A. No signs are allowed without owner permission except those required by law.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01540

SECURITY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security Program.
- B. Entry Control.
- C. Personnel Identification.
- D. Miscellaneous Restrictions.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work
- B. Section 01500 - Construction Facilities and Temporary Controls; Temporary lighting. Barriers and enclosures.

1.03 SECURITY PROGRAM

- A. Protect premises from theft, vandalism, and unauthorized entry.
- B. Maintain security throughout construction period.

1.04 ENTRY CONTROL

- A. Restrict entrance of person into existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workmen and visitors, make available to Owner on request.

1.05 PERSONNEL IDENTIFICATION

- A. Maintain a list of accredited persons, submit copy to Owner on request.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01550

PARKING AREAS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Existing pavements and parking areas.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

3.01 PARKING AREAS

- A. Existing on-site driveway may be used for construction traffic. Tracked vehicles not allowed.
- B. Do not allow heavy vehicles or construction equipment in parking areas.

3.02 MAINTENANCE

- A. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

END OF SECTION

SECTION 01560

TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Dust Control.
- B. Noise Control.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work.

1.03 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.04 NOISE CONTROL

- A. Execute Work by methods to minimize noise.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.

1.02 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for re-use.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

1.03 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.

1.02 RELATED SECTIONS

- A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect inspection.
- B. Provide submittals to Architect that are required by governing or others authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.04 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Remove waste and surplus materials, rubbish, and construction facilities from the site.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

GENERAL SPECIFICATIONS

SECTION 02050 - DEMOLITION AND SITE CLEARANCE

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the City and the Contractor, of which these GENERAL SPECIFICATIONS form a part.
- b. The term "City" shall each mean the City of Meriden, which is authorized to undertake this contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the City to perform the work Demolition and Site Clearance.
- d. The term "Demolition Area" means the area the work of demolition and site clearance is to be performed under this Agreement.
- e. The term "Engineer" means the City Engineer.
- f. The term "Drawings" means the drawings listed in the Schedule of Maps and Drawings.
- g. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates the manner and methods to be employed in the work of Demolition and Site Clearance.
- h. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Agency to prospective Bidders prior to time of receiving Bids, in accordance with Section 9 of the Instructions to Bidders.
- i. The term "Salvage" means all building materials, equipment, appliances, fixtures, debris located on the parcel incorporated around and in the building/garage to be demolished so as to form a part of the real estate (unless specifically exempted in this contract) within the demolition area.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work the Contractor shall have a competent superintendent, satisfactory to the City and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- b. The Contractor shall schedule the Demolition and Site Clearance as directed by the City and he shall be responsible for all work executed by him under the Agreement.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract, until he has submitted a non-collusion affidavit from the subcontractor in substantially the form show below and has received written approval of such subcontractor from the City.

104. OTHER CONTRACTS

The City may award, or may have awarded, other Contracts for additional work and the Contractor shall cooperate fully, with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings or Technical Specifications, the matter shall be immediately submitted to the City, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

106. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in his possession, which should be furnished by the Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two days after Contract award and shall be as complete as possible at the time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

107. PERMITS AND CODES

a. The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances and codes of the City of Meriden and the State of Connecticut. All construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes, and shall immediately report any discrepancy to the City. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price. Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or installation of any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such methods are in compliance with the Drawings and Technical Specifications), the Contractor shall correct the methods of doing such work without cost to the City but a change order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall comply with applicable laws, ordinances and regulations governing the disposal of materials, debris, rubbish and trash on or off the Project Area and shall commit not trespass on any public or private property in any operation due to or connected with the Demolition and Site Clearance.

108. STATE LICENSE

In accordance with Section 3 of Public Act 551 (February 1965), the Contractor must submit to the City satisfactory evidence of a license obtained from the State of Connecticut to engage in business of demolition of buildings.

109. CARE OF WORK

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

b. In an emergency affecting the safety of life or property, on or adjoining the site, the Contractor shall act, either at his own discretion or as instructed by the City to prevent such threatened loss of injury.

c. The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures or any other property either on or adjacent to the site. He shall repair, at his own expense and in a manner satisfactory to the City, any damage thereto caused by his operations. The Contractor shall be responsible to present evidence, pictorial or otherwise, if claim is made that any adverse condition existed prior to his commencing work.

d. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of structures to remain on the project site or which are adjacent to or in the vicinity of the site and which may be in any way affected by his excavations or other operations. The Contractor shall indemnify and save harmless the City from any liability for any injury or damage to said structures and their premises or to persons arising out of this contract. He shall issue any and all required notices to property owners or other parties on, or in the vicinity of the site. The Contractor shall call to the attention of the City any conditions described in this paragraph which might prohibit continuation of the work. The Contractor may delay work on any such item, subject to the approval of the city.

110. ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of or his failure to prosecute the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

111. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and Demolition and Site Clearance operations to the limits prescribed by ordinances or permits, or as may be directed by the City and shall not unreasonably encumber the premises with his salvaged material. For the duration of this contract, to the extent that such storage does not interfere with activities of the City or of other Contractors, the Contractor will be allowed to store his salvageable material on cleared areas. The City shall determine on which areas this will be allowed. A reasonable amount of space will be allowed, subject to aforesaid limitation.
- b. The Contractor shall comply with all reasonable instructions of the City and the ordinances and codes of the State and Local Government regarding signs, advertising, traffic, fires, explosives, danger, signals, barricades, and fire prevention.

112. REMOVAL OF DEBRIS, CLEANING, ETC.

All rubbish and debris found on the Demolition Area at the start of the work as well as that resulting from the Demolition activities or deposited on the site by others during the duration of the Contract shall be removed and legally disposed of by the Contractor who shall keep the Project Area and public rights-of-way reasonably clear at all times. Upon completion of the work, the Contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all kinds leaving the salvaged materials, trash and debris of all kinds leaving the entire site of the Project Area in a neat condition. Any fires occurring will be the responsibility of the Contractor and he shall be subject to fine as regulated by existing ordinances.

113. FINAL INSPECTION

- a. When the demolition and removal is substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date, which shall be stated in such notice. The notice shall bear the signed concurrence of the representative at least ten (10) days prior to the date stated for final inspection.
- b. It is understood and agreed by the parties to this Contract that the nature of demolition work under this Contract often prevents the immediate discovery of defects in site preparation until such time as new construction occurs on the area previously demolished. Therefore, neither the final report of the City inspector, termination of the contract, or final payment to the Contractors will be deemed to release the Contractor and his sureties from any liability for work done which is not in accordance with the Contract Documents and the full period of the Statute of Limitations for sealed instruments shall commence at the time of discovery of any defects.

114. DEDUCTION FOR UNCORRECTED WORK

If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents an equitable deduction from the Contract price may be made by an agreement between the Contractor and the City.

115. GENERAL GUARANTY

Neither the final certificate of payment, nor any provision in the contract documents, nor partial or entire use or occupancy of the premises by the City, nor any approval or report by the engineer or any other person, nor any other act or failure to act on the part of the City shall constitute an acceptance or work not done in accordance with the contract or relieve the Contractor or his sureties of liability in respect to any express warranties or responsibility for failure to comply with terms of contract documents. The City will give notice to observed non-compliance with reasonable promptness, but failure to give such notice shall not relieve the Contractor or his sureties of their responsibilities or liabilities under the contract.

116. CHANGED CONDITIONS OF NO EFFECT

The City assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter, or their location relative to other buildings in the demolition area. No adjustment of contract price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued will be made.

117. REMOVAL AND SALVAGE OF EXISTING BUILDINGS

All right, title, property and interest of the City in and to any of the buildings, structures and other property to be demolished and/or removed by the Contractor under this contract shall be deemed to be vested in the Contractor upon receipt by the Contractor of the contract for demolition and subject to the following;

- (1) No right, title, property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted or transferred to the Contractor, or any other person or persons, except only the license and right to entry to remove such buildings and structures in strict accordance with the contract.
- (2) Only such property may be salvaged by the Contractor as is owned by the City.
- (3) All salvage becomes the property of the Contractor but storage of such materials and equipment on the Project Area will not be permitted except by written approval of the City and such storage shall at no time interfere with activities of the City or of other contractors.

118. OTHER PROPERTY AND UTILITIES

- a. The Contractor shall assume all responsibility for damage attributable to him and to pay for its correction.
- b. If disconnections of underground utility services are required to be made in public thoroughfares, the Contractor shall comply with all local requirements and regulations respecting the barricading of streets, the removal and restoration of pavement, and other pertinent matters. He shall make all the necessary arrangements with other local authorities for permits, fees, etc.

TECHNICAL SPECIFICATIONS

601. EXTENT OF DEMOLITION

Except as otherwise shown or specified, the Contractor shall demolish structures, piers and foundations (including piers and foundations of structures previously demolished on the site) to a minimum depth of twenty-four inches (24") below the variable ground levels which exist adjacent to the structures to be demolished, and remove completely all posts, chain link fencing, porches and similar construction and remove all exterior or interior concrete or other slabs. **No perimeter fencing shall be removed.**

The Contractor shall also remove all gas, oil, water and other tanks and containers which may be buried below or adjacent to the structure.

Masonry walls, foundation walls, footings and basement floors shall be broken into small sections. All floor construction over basements and cellars shall be removed regardless of elevation. All partitions, stairways, furnaces, piping, apparatus and debris shall be removed from within basements, except as provided in Section 603 - - - BASEMENT FILLING below basement and cellar floors shall be broken up sufficiently to permit drainage.

602. PROTECTION OF TREES

The Contractor shall not remove, damage or harm any trees which the City has not directed to be removed, and shall take all necessary measures to protect trees from damage.

603. BASEMENT FILLING

No cellar hole shall be filled until it has been inspected by the Engineer. After inspection, cellar holes may be filled with earth or other material acceptable to the Engineer and free from combustible or unstable debris or trash. Masonry foundation walls may be collapsed inward provided that all portions thereof shall be placed at least twenty-four (24") below the variable ground levels which exist adjacent to the structure to be demolished, and provided that no such portions shall weigh more than 300 pounds nor measure more than two feet in any direction. Asphalt and masonry if broken into fragments weighing less than 300 pounds and measuring not more than two feet in any dimension may be dumped in cellar holes, but not into other cavities, provided that all portions of such fragments shall be placed below the said minimum depth of twenty-four inches (24"), provided that they are interspersed with earth or rubble material to make a compact fill, and provided that they are incorporated within the soil so as to make a smooth surface. Excess asphalt and masonry material which cannot be so placed shall be removed by the Contractor and properly disposed of.

604. METHOD OF WORK

The Contractor shall begin demolition of all structures on the interior of all blocks, unless in the City's opinion alternative methods are satisfactory. Walls fronting on streets remaining open shall be demolished inward toward the middle of the building. In the case of load-bearing walls fronting on streets, one story shall be razed at a time. All floors above the third floor will be demolished with the use of adequate chutes. Demolition equipment will be confined to areas designated by the City Engineer for demolition and loading and unloading operations. No storage of rubble on the upper floors of any building will be allowed.

605. REMOVAL AND DISPOSAL OF EXCESS MATERIALS

The Contractor shall remove such materials and debris to an available dump or to a site of the Contractor's own choosing and is fully responsible for the proper disposal of all materials and debris.

Trucks used to carry materials to any dumping site will be covered so as to prevent any littering of the public streets and highways. The Contractor will be responsible for cleaning up all debris allowed by the Contractor to fall on public streets or highways. The cost thereof will be billed to the Contractor and shall be paid by him.

606. CLEAN-UP

The Contractor shall do rough grading in such a manner as to obliterate all evidence of the former location of buildings, fences, retaining or other walls, hedges, surface structures and objects and streets to prevent subsequent excessive settling over backfill in cellar holes.

All rubbish and debris found on the site, or within buildings or basements thereon shall be removed therefrom by the Contractor, and except as otherwise specified, all materials and debris resulting from the work of demolition shall be removed. The site shall be left in safe and clean condition upon completion of the demolition work.

607. PROTECTIVE BARRICADES

The Contractor shall provide adequate fully enclosed protective barricades around the perimeter of the building three stories or more above ground, further protection shall be provided where necessary. All protective barricades shall be constructed in accordance with applicable laws including the State Demolition Code. Public Act 551 (February, 1965) and the Building Code of the City.

Sketches of proposed barricades must be submitted to the City Building Official at least ten days prior to their installation. No work shall be done on the site unless all safety precautions required by this Contract or by good practice have been taken by the Contractor and approved by the City Building Official.

The Contractor shall notify the City five (5) days prior to start of actual demolition so the City can plan for traffic control and closure of necessary sidewalks.

The Contractor accepts full responsibility for the adequacy of barricades and other safety precautions taken by him to ensure the accomplishments of the work in a safe and satisfactory manner.

608. DUST CONTROL (Revised in Demolition bid package as of 2015)

The Contractor shall undertake whatever precautions are necessary to prevent the excessive spread of dirt during demolition. Specifically he shall water down each parcel during and immediately after razing of the building.

The City of Meriden Water Division **will NOT** allow the Contractor to use City hydrants for the purpose of the supply of water for this Dust Control and/or for the proper removal and disposal of any potential asbestos containing material. The Contractor will be required to have a proper water tank vehicle on site, when it is required. The Contract may acquire water from the Meriden Water Division in accordance with our City Charter for Section 207.12 Rates of unmetered service, Item B, (7). Your water tankers may be filled up to 5 times in one day, or on multiple days (as necessary) at the following locations: Water Division at 117 Parker Ave between the hours of 7:45 A.M. to 4:30 P.M. M-F or at the Water Pollution Control Facility located at 226 Evansville Avenue, South Meriden between the hours of 7:00 A.M. to 3:00 P.M. M-F.

Costs for the water for this specific project will be directly paid by the City to the Water Division. This is listed as an Allowance of \$400.00 on the Proposal Page. This allowance is only for water purchased at the City of Meriden Water Division.

609 A. AIR POLLUTION PREVENTION

The Contractor shall comply with all the provisions of the National Clean Air Act of 1972 and all regulations promulgated pursuant thereto by the Federal Environmental Protection Agency and the Department of Environmental Protection of the State of Connecticut. The Contractor shall perform all demolition work pursuant to this Contract within the terms of the National Commission's Standards for Hazardous Air Pollutants.

609. USE OF EXPLOSIVES

No blasting shall be permitted on the project site.

610. FIRES

Absolutely no burning will be permitted in connection with the performance of this Contract.

611. FIRE WATCH

If, so ordered by the City, the Contractor will be required to provide proper personnel to serve as a fire watch at the demolition site (A fire watch is not required except when and if open flame methods are used in demolition i.e., when cutting is used to remove structural steel, etc.)

612. PUBLIC SAFETY

In the interest of public safety the Contractor is required to conform at all times to the directives and regulations of the City Police Department and Fire Department.

613. CONFORMANCE TO BUILDING CODE

All work shall be done in accordance with Section 19-403a through 19-403p, as amended, of the Connecticut General Statutes. Before the demolition work is begun, the Contractor shall file an application with the Building Inspector. The Contractor shall report to the Building Inspector all unsafe construction existing in adjoining structures that may be uncovered during the course of the demolition work. When all demolition work is over, the premises shall be free from all unsafe and hazardous conditions.

614. UTILITIES -

A. Sewer Lines – Map of the sewer connection is part of this bid package.

- (1) Obtain and pay for permit for capping the sewer line at Engineering Department. \$50.00 FEE
- (2) Contact the Engineering Department for updated fees and any other requirements. Costs for sewer capping and permit shall be included in your bid price, whether it is performed by you or by a licensed sub-contractor.
- (3) It is understood and agreed by the Contractor that he is solely responsible for ensuring that all sewer lines are properly cut off and capped with Fernco and PVC plug prior to commencing the demolition of any structure under this contract. In the event a sewer line is not cut off and capped prior to the commencement of any demolition under this contract, the Contractor hereby agrees, without limitation as to time, without reference to the Statute of Limitations and irrespective of whether the City has made final payment under this contract, to cut or have cut and cap any “live” sewer line at the main within ten (10) days of being notified to do so by the City. (Capping shall be at the property line or where directed by the DPW but no further than the property line).

B. With respect to water, electric, and gas lines, the City shall request their disconnection. Attached is a confirmation email that the CL&P (now known as EverSource) electrical service has been completed. Also attached is the letter from the Department of Public Utilities, Water Division that the water service has been disconnected.

Any temporary relocation of lines or equipment requested by the Contractor for his convenience during the progress of the work, shall be done by the companies and charged to the Contractor, and such amount to be deemed included in the bid price. All lines and equipment, both overhead and underground, which are in the street shall be undisturbed. Streets shall include sidewalk areas and all land on the street side of the individual property line.

C. The City will notify all utilities of the impending demolition. Do not proceed with demolition until you receive copies of the turn off notices.

614. UTILITIES – Continued:

D. With respect to the sewer lines the Contractor shall do all the work related to the capping of the connections to the sewers and shall assume all responsibility relative to this work. All sewers will be plugged at the connection with the main sewer and done under the supervision of the City Engineer. The Contractor shall be responsible and shall repair all sewers at his own expense which may be broken during the course of this contract. All sewers shall be capped by use of vitrified clay or concrete disk to be placed in the hub, and encased in concrete. This work shall be done in an acceptable manner, and in compliance with the requirements of the City Engineer and the Inspector on the job. The Contractor's bid price shall be deemed to include all of the above work including all excavation, backfilling and repaving of the excavated areas as required by the City Engineer. Any alternative methods suggested by the Contractor should be submitted in writing for approval by the City Engineer. Methods approved by the City Engineer will be acceptable under this Contract.

615. PATCHING OF STREET PAVING

Wherever excavations have been made in the street for the purpose of disconnecting sewer lines, or for any other purpose, the excavation shall be backfilled, thoroughly tamped, and a hot patch put over the area in such a manner that the pavement is left with a smooth surface. The Contractor is responsible for the excavation and backfilling from the Public Works Department relative to backfilling and repair of all excavations.

616. PATCHING OF SIDEWALKS

a. Whenever concrete sidewalks and/or driveways are damaged on property other than the parcel on which the Contractor is demolishing and/or removing a structure or structures due to the Contractor's operations, the Contractor shall repair such sidewalks in accordance with the City of Meriden specifications. Sidewalks will be cut back to the nearest joint and replaced with 5" of Class C concrete. Driveway aprons will be cut back to the nearest joint and replaced with 8" of Class C concrete. All patching will be accomplished prior to the time the demolition operation is completed. Bituminous concrete sidewalks and driveways will be replaced to match the existing thickness. Repairs will be made at no cost to the City.

b. Whenever sidewalks and/or driveways are damaged on the parcel upon which the Contractor is demolishing and/or removing a structure or structures due to the Contractor's operations, the Contractor shall repair said sidewalks and/or driveways in the manner directed by the City Engineer.

END OF GENERAL REQUIREMENTS

SECTION 023000 – SITE EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Excavating and backfilling for structures.
 - 2. Disposal of unsuitable material.
 - 3. Disposal of surplus suitable material, if required.
 - 4. Site restoration.
- B. Related Sections include the following:
 - 1. Division 2 Section “Contaminated Material Management”.
 - 2. Division 2 Section “Underground Storage Tank Removal”.

1.3 DEFINITIONS

- A. Backfill: Soil materials used to fill trench, structure or pit excavations.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- C. Cohesive Materials: Cohesive materials include materials classified by ASTM D2487 as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM will be identified as cohesive only when fines have a plasticity index greater than zero.
- D. Cohesion less Materials: Cohesion less materials include materials classified by ASTM D2487 as GW, GP, SW, and SP. Materials classified as GM and SM will be identified as cohesion less only when the fines have a plasticity index of zero.
- E. Compaction: The process of mechanically stabilizing a material by increasing its density at a controlled moisture condition. "Degree of Compaction" is expressed as a percentage of the maximum density obtained by the test procedure described in ASTM D698 or

ASTM D1557 for general soil types abbreviated in this specification as “_” percent ASTM 698 maximum density.

- F. Drainage Fill: Clean, poorly graded crushed rock, stone, or natural sand or gravel having a high porosity which is placed beneath a building slab or adjacent to structures with or without a vapor barrier to cut off the capillary flow of pore water and provide free drainage to the area immediately below a slab or adjacent to structures.
- G. Embankment: A "fill" having a top that is higher than the adjoining ground.
- H. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by the Environmental Consultant. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by the Environmental Consultant. Unauthorized excavation, as well as remedial work directed by the Environmental Consultant, shall be without additional compensation.
- I. Fill: Soil materials used to raise existing grades to subgrade.
- J. Hard Material: Weathered rock, dense consolidated deposits or conglomerate materials which are not included in the definition of "rock" but which usually require the use of heavy excavation equipment with ripper teeth or the use of jack hammers for removal.
- K. Lift: A layer (or course) of soil placed on top of a previously prepared or placed soil in a fill or embankment.
- L. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cubic yard for bulk excavation or 3/4 cubic yard for footing, trench, and pit excavation, that cannot be removed by rock excavating equipment, without systematic drilling, ram hammering, ripping, or blasting, when permitted; and that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches..
- M. Soil: The loose surface material of the earth's crust resulting from the chemical and mechanical weathering of rock and organic material.
- N. Stabilized Subgrade: A layer of compacted crushed stone that replaces the in-place existing material to provide a stable, uniform bearing foundation for further construction.

- O. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- P. Subgrade: The bottom layer of material (sometimes in-situ soil or rock) graded or otherwise prepared for supporting the addition of fill material, pavement courses, or a building slab.
- Q. Topsoil: In natural or undisturbed soil formations, the fine-grained, weathered material on the surface or directly below any loose or partially decomposed organic matter. Topsoil may be a dark-colored, fine, silty, or sandy material with a high content of well decomposed organic matter, often containing traces of the parent rock material. Gradation and material requirements specified herein apply to all topsoil references in this contract. The material shall be representative of productive soils in the vicinity.
- R. Unsatisfactory Material: Existing, in-place soil or other material which can be identified as having insufficient strength characteristics or stability to carry intended loads in fill or embankment without excessive consolidation or loss of stability. Materials classified as PT, OH, or OL by ASTM D2487 are unsatisfactory. Unsatisfactory materials also include manmade fills, refuses, frozen material, un-compacted backfills for previous construction, unsound rock or soil lenses, or other deleterious or objectionable material. S. Utilities include on-site underground pipes, conduits, ducts, and cables.

1.4 SUBMITTALS

- A. Physical Analysis: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated. Prepare separate reports for each type and application of borrow material.
 - 1. Classification: ASTM D 2487.
 - 2. Gradation Analysis (Sieve Analysis): ASTM D 422
 - 3. Moisture and Density Relationship Curve (Modified Proctor Analysis): ASTM D 1557.
 - 4. Classification and laboratory compaction curve for on-site soil material, in accordance with the above requirements, when requested by the Engineer.
- B. Chemical Analysis
 - 1. Obtain one composite sample for every 500 cy of soil/material with at least three samples for each soil/material type from each borrow source location. Analyze each for Pesticides (EPA Method 8081), Chlorinated Herbicides (EPA Method 8151), Polyaromatic Hydrocarbons (EPA Method 8270), Synthetic Precipitation Leaching Procedure (SPLP) Polyaromatic Hydrocarbons, Total Petroleum

Hydrocarbons (CTETPH method), Total RCRA 8 Metals (EPA Method 6010 / 7421 / 7470),

SPLP RCRA 8 Metals, Volatile Organic Compounds (EPA Method 8260), and Polychlorinated Biphenyls (EPA Method 8082). Based on the results of this testing, additional SPLP or Toxicity Characteristic Leaching Procedure (TCLP) testing may be required at the discretion of the Engineer.

2. The Owner reserves the right to reject material based on the results of this testing.
 - a. Satisfactory soil/material shall not exceed laboratory detection limits for concentrations of Pesticides, Chlorinated Herbicides, Volatile Organic Compounds, and Polychlorinated Biphenyls.
 - b. Satisfactory soil/material shall not exceed naturally occurring background levels for concentrations of RCRA-8 Metals in native soils on Site. Refer to analytical tables provided in *Appendix A* for background metals concentrations reported in Site soils.
 - c. In no case shall soil/material exceed any GB pollutant mobility criteria (GB PMC) or residential direct exposure criteria (RES DEC) established in Sections 22a-133k-1 through 22a-133k-3 of the regulations of Connecticut state agencies.
- C. Soil/Material Origin: Provide a description for each originating off-site location or project from which imported soil/material is obtained, including known historical activities occurring on the site, and any possible releases that have occurred.
1. The following are not acceptable:
 - a. Soils/materials originating from sites subject to any Federal or State remediation program.
 - b. Soils/materials that have undergone any treatment process for one or more chemical constituents listed within the Connecticut Remediation Standard Regulations (CT RSRs).
- D. Shop Drawings for Information.
1. Excavation Protection System: Proposed system and design data; including certification by the qualified professional engineer responsible for their preparation.
 2. Disposal Facilities: The Contractor shall submit written documentation to the Engineer, prior to disposal, identifying the final disposal location(s) of soil, liquid and solid waste.
 3. Disposal Records: For all waste generated by the project and removed from the property, submit records indicating receipt and acceptance by a facility licensed to accept the type of waste in question.
 - a. Records must clearly indicate name of accepting facility, quantity of material accepted (e.g., tons of soil) and dates of acceptance.
 - b. Records must indicate that the disposal facility was provided with satisfactory waste characterization data.

- c. Submit Hazardous Waste Manifests for all Hazardous material generated by the project.

4. Product Certificates

1.5 QUALITY ASSURANCE

- A. Form 816 State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, and issued supplements.
- B. Perform excavation operations in accordance with OSHA Regulations 1926.651 and 1926.652.

1.6 DELIVERY AND STORAGE

- A. Deliver and store materials in a manner to prevent contamination or segregation.

1.7 PROJECT CONDITIONS

- A. Site Information: Subsurface conditions are not intended as representations or warranties of accuracy or continuity. The Owner will not be responsible for interpretations or conclusions drawn from this data by Contractor.
- B. Additional test borings and other exploratory operations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.
- C. Contact Call before You Dig at 1-800-922-4455 before excavating. Proceed with excavation only after utility locator service completes marking of utility locations.
- D. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- E. Existing Utilities: Locate existing utilities underground utilities in area of Work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations
- F. If uncharted, or incorrectly charted, piping or other utilities are encountered during excavation, consult utility owner and Engineer immediately for directions. Cooperate with Owner, and public and private utility companies to keep their respective services and facilities in operation. Repair damaged utilities as required by utility owner.
- G. Prevent undermining of pavements and slabs.
- H. Extent of excavated areas will be controlled by site conditions and Engineer's requirements.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
1. Provide materials free from frozen materials, debris, waste, vegetation, clay, grease, oil, solvents, pesticides, herbicides, and other hazardous or deleterious materials or contaminants.
 2. Provide approved 3/4" crushed stone installed within the designated excavation in the saturated zone limits up to a maximum of 12 inches above the water table, or as designated by the Engineer.
 - a. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. (See Division 2 Section "Contaminated Material Management.")
 - b. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups. (See Division 2 Section "Contaminated Material Management.")
 3. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
 - a. Backfill and Fill: Satisfactory soil materials. (See Division 2 Section "Contaminated Material Management.")

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion and sediment control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
 - a. Do not mix excavated pavement with other excavated materials.
2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

3.3 STORAGE OF SOIL MATERIALS

- A. Storage of Soil Materials: Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Prevent windblown dust. Provide erosion and sediment control measures. (See Division 2 Section "Contaminated Material Management.")
 1. Stockpile soil materials away from edge of excavations.

3.4 EXCAVATION

- A. Excavate to indicated elevations and dimensions. Extend excavations a sufficient distance to confirm removal of impacted fill material and for inspections, as directed by the Engineer.

3.5 APPROVAL OF SUBGRADE

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

3.6 BACKFILLING TANK GRAVE & PETROLEUM EXCAVATION

- A. Filling and Backfilling:
 1. Place backfill adjacent to structures and compact to prevent wedging action or eccentric loading upon or against the structures.
 2. Step or serrate slopes bounding or within areas to be backfilled to prevent sliding of the fill.
 3. Do not use equipment for backfilling operations or for the formation of embankments against structures that will overload the structure.
- B. Backfill excavation first with clean on-Site material, then with clean imported backfill material to a height of approximately 6-inches below surface grade.

- C. Restore surface grade at tank grave and petroleum excavation areas with approximately 6 inches of ¾" stone at the surface, including compaction.

3.7 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

- 1. To ensure proper compaction, fill soil material placed in lifts of 8 inches shall be compacted by a minimum of 2 passes with heavy compaction equipment.

- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

3.8 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

- 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

- B. Site Rough Grading: Slope grades to prevent ponding. Finish subgrades to required elevations within the following tolerances:

- 1. Turf or Unpaved Areas: Plus or minus 1 inch.

3.9 PROTECTION AND REPAIR

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- B. Repair and reestablish grades to specify tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

- 1. Scarify or remove and replace soil material to depth as directed by Environmental Consultant; reshape and re-compact.

- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

**Limited Hazardous Building Materials
Inspection**
March 15, 2019
260 Cook Avenue
Meriden, Connecticut

City of Meriden
Meriden, Connecticut

April 3, 2019



FUSS & O'NEILL

Fuss & O'Neill, Inc.
146 Hartford Road
Manchester, CT 06040



FUSS & O'NEILL

April 3, 2019

Mr. Brian Ennis
Associate City Engineer
City of Meriden
142 East Main Street
Meriden, CT 06450

Re: Limited Hazardous Building Materials Inspection
260 Cook Avenue, Meriden, Connecticut
Fuss & O'Neill Project No. 20170932.C20

Dear Mr. Ennis:

Enclosed is the report for the limited hazardous building materials inspection conducted in response to proposed demolition of the multi-family home located at 260 Cook Avenue, Meriden, Connecticut (the "Site"). The work was conducted for the City of Meriden (the "Client").

The services were performed on March 15, 2019 by a Fuss & O'Neill, Inc. licensed inspector and included a limited asbestos-containing material (ACM) inspection, lead-based paint (LBP) determination, lead waste characterization and a visual inventory of polychlorinated (PCB)-containing ballasts and mercury-containing equipment. The information summarized in this report is for the above-mentioned materials only. The work was performed in accordance with our written proposal dated February 27, 2019.

If you should have any questions regarding the contents of this report, please do not hesitate to contact me at (860) 646-2469, extension 5570. Thank you for this opportunity to have served your environmental needs.

Sincerely,

Carlos Texidor
Senior Project Manager

146 Hartford Road
Manchester, CT
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1 Introduction

On March 15, 2019, Fuss & O'Neill, Inc. (Fuss & O'Neill) representative Kristina Snurkowski performed a limited hazardous building materials inspection for the proposed demolition of the multi-family home at 260 Cook Avenue, Meriden, Connecticut (the "Site"). The work was conducted for the City of Meriden (the "Client") in accordance with our written scope of services dated February 27, 2019 and is subject to the limitations included in *Appendix A*.

The limited inspection included the following:

- asbestos-containing material (ACM) inspection;
- lead-based paint (LBP) determination;
- lead waste characterization; and
- Polychlorinated biphenyl (PCB)-containing light ballasts and mercury-containing equipment visual inventory.

This hazardous building materials inspection was performed in response to the proposed demolition of the single family home at the Site and included a full inspection of the house and garage.

This inspection was not limited to non-invasive and discrete sampling techniques. Specific areas that were inspected include the following:

- Beneath window and door frames;
- Spaces above fixed ceilings, solid walls and between and beneath floors; and
- Pipe chases.

We have excluded collection and analysis of building materials for PCBs. Sampling for PCBs is presently not mandated by the Environmental Protection Agency (EPA); however, significant liability risk for disposing of PCB-containing wastes exists. Recent knowledge of PCBs within these matrices has become more prevalent, especially with remediation contractors, waste haulers, and disposal facilities. Many property Owners have become subject to large changes in schedule, scope, and costs as a result of failure to identify this possible contaminant prior to renovation or demolition.

2 Asbestos Inspection

On March 15, 2019, Ms. Snurkowski of Fuss & O'Neill conducted the limited inspection. Ms. Snurkowski is a State of Connecticut Department of Public Health (CTDPH)-licensed Asbestos Inspector. Refer to *Appendix B* for the Asbestos Inspector license and accreditations.

2.1 Methodology

The inspection was conducted by visually inspecting for suspect ACM and touching each of the suspect materials. The suspect materials were categorized into three EPA NESHAP groups: friable and non-friable Category I and Category II type ACM.



- A Friable Material is defined as material that contains greater than 1 percent ($> 1\%$) asbestos that when dry **can** be crumbled, pulverized, or reduced to powder by hand pressure.
- A Category I Non-Friable Material refers to material that contains $> 1\%$ asbestos (i.e., packings, gaskets, resilient floor coverings, and asphalt roofing products) that when dry **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.
- A Category II Non-Friable Material refers to any non-friable material excluding Category I materials that contain $> 1\%$ asbestos that when dry, **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.

The suspect ACM were also categorized into their applications including Thermal System Insulation (TSI), Surfacing ACM (S), and Miscellaneous ACM (M). TSI includes those materials used to prevent heat loss/gain or water condensation on mechanical systems. Examples of TSI are pipe insulation, boiler insulation, duct insulation, and mudded pipe fitting insulations. Surfacing ACM includes those ACM that are applied by spray, trowel, or otherwise applied to an existing surface. Surfacing ACM is commonly used for fireproofing, decorative, and acoustical applications. Miscellaneous materials include those ACM not listed as thermal or surfacing, such as linoleum, vinyl asbestos flooring, ceiling tiles, caulking, glues, construction adhesives, etc.

The EPA recommends collecting suspect ACM samples in a manner sufficient to determine asbestos content and to segregate each suspect type of homogenous (similar in color, texture, and date of application) materials. The EPA NESHAP regulation does not specifically identify a minimum number of samples to be collected for each homogeneous material, but the NESHAP regulation does recommend the use of sampling protocols included in Title 40 CFR, Part 763, Subpart E: Asbestos Hazard Emergency Response Act (AHERA).

The EPA AHERA regulation requires a specific number of samples be collected based on the type of material and quantity present. This regulation includes the following protocol:

1. Surfacing Materials (S) (i.e., plasters, spray-applied fireproofings, etc.) must be collected in a randomly distributed manner representing each homogenous area based on the overall quantity represented by the sampling as follows:
 - a. Three (3) samples collected from each homogenous area that is less than or equal to 1,000 square feet.
 - b. Five (5) samples collected from each homogenous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
 - c. Seven (7) samples collected from each homogenous area that is greater than 5,000 square feet.
2. Thermal System Insulation (TSI) (i.e., pipe insulations, tank insulations, etc.) must be collected in a randomly distributed manner representing each homogenous area. Three (3) samples must be collected from each material. Also, a minimum of one (1) sample of any patching materials applied to TSI presuming the patched area is less than 6 linear or square feet should be collected.



3. Miscellaneous materials (M) (i.e., floor tile, gaskets, construction mastics, etc.) should have a minimum of two (2) samples collected for each type of homogenous material. Sample collection was conducted in a manner sufficient to determine asbestos content of the homogenous material as determined by the inspector.

The inspector collected samples of those suspect ACM anticipated to be disturbed by the proposed demolition activities, and prepared a proper chain of custody form for transmission of the samples to EMSL Analytical, Inc. for analysis. EMSL is a State of Connecticut-licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory. The sample locations, material type, sample identification, and asbestos content are identified by bulk sample analysis in **Table 1** attached hereto. Suspect ACM not listed in the table that may be identified at a later date at the Site, should be assumed to be ACM until sample collection and analysis indicate otherwise. Initial asbestos sample analysis was conducted using the EPA Interim Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116) via Polarized Light Microscopy with Dispersion Staining (PLM/DS).

If samples of suspect materials could not be collected or were inaccessible but observed elsewhere, these materials were assumed to contain asbestos and the inspectors approximated quantities. The exterior and roof were included in the scope of work for this inspection.

Destructive investigations were performed at the Client's request. Typically, these areas included, but were not limited to the following:

- wall cavities;
- pipe chases;
- spaces above fixed ceilings;
- spaces behind the vinyl siding;
- vapor/moisture barriers under floors or on concrete foundations.

Fuss & O'Neill did not conduct subsurface investigations to identify suspect cementitious pipe or other subgrade features throughout the Site.

2.2 Building and Mechanical System Description

The building structure includes 3 stories with a full basement, and was reportedly constructed in 1900. The building contains approximately 4,814 square feet (SF) of total floor area. According to the City of Meriden property card, renovations to the building were conducted in 2008 to remodel the house and an addition was added to the garage in 2017. The building is heated by an oil-fired forced hot air heating system. The house has a pitched roof with shingles and two porches. The front porch has a rolled asphalt roof. The foundation is comprised of a combination of brick and stone. No exterior waterproofing mastic was observed on the foundation.



2.3 Results

Utilizing the EPA protocol and criteria, the following materials were determined to contain asbestos:

- Black adhesive associated with multiple layers of associated sheet flooring in the third floor storage room above the back stairway
- Black adhesive associated with rolled asphalt roofing above the front porch

Refer to **Table 1** for a complete list of ACM and non-ACM sampled as part of this inspection. Refer to **Table 2** attached hereto for the ACM inventory. Refer to *Appendix C* for the asbestos laboratory report and chain of custody form. Refer to *Appendix D* for Site photographs.

2.4 Discussion

The EPA, the Occupational Safety and Health Administration (OSHA), and the CTDPH, define a material that contains greater than one percent (> 1%) asbestos, utilizing PLM/DS, as being an ACM.

Suspect ACM not identified during this inspection should be presumed to contain asbestos until sample collection and laboratory analysis indicate otherwise.

Additionally, the EPA has suggested that materials that are non-friable organically bound (NOB) materials (e.g., asphaltic-based materials, adhesives, etc.) are recommended for further confirmatory analysis utilizing Transmission Electron Microscopy (TEM). Three of the collected samples were recommended to be analyzed by TEM. The results of TEM analysis are denoted in **Table 1**.

2.5 Conclusions and Recommendations

Based on visual observations, sample collection, and laboratory analysis, asbestos was present at the Site.

Prior to disturbance, ACM that would likely be impacted by the proposed demolition activities must first be abated by a state-licensed Asbestos Abatement Contractor. This is a requirement of CTDPH, and EPA NESHAP regulations governing asbestos abatement.

Due to the inability to effectively separate some types of multi-layered ACM (e.g., floor tile/mastic, gypsum board/joint compound, mastic/plywood, etc.) from non-ACM, these materials are considered asbestos-contaminated and must be managed as ACM for the purposes of removal and disposal.

Fuss & O'Neill recommends that a comprehensive scope of work and technical specification be developed as part of demolition plans for the site.

Suspect materials encountered during demolition that are not identified in this report as being non-ACM should be presumed to be ACM until sample collection and laboratory analysis indicate otherwise.

This report is not intended to be utilized as a project specification document. The report is designed to aid the building owner, construction manager, general contractors, and asbestos abatement contractors in locating identified ACM.

3 Lead-Based Paint Determination

On March 15, 2019, Ms. Snurkowski of Fuss & O'Neill performed a lead-based paint (LBP) determination associated with coated building components at the Site that may be disturbed during demolition activities. An X-ray fluorescence (XRF) analyzer was used to perform the LBP determination. The determination was conducted in accordance with generally-accepted industry standards for non-child-occupied buildings.

3.1 Methodology

A Viken Detection/Heuresis Pb200i XRF instrument, serial number 2170, was utilized for the LBP determination. The instrument was checked for proper calibration prior to use as detailed by the manufacturer and the Performance Characteristic Sheet (PCS) developed for the instrument.

For the purpose of this LBP determination, representative building components were tested as part of this pre-demolition study. Individual repainting efforts are not discoverable in such a limited program. LBP issues involving properties that are not residential are regulated to a limited degree for worker protection relating to paint-disturbing work activities and waste disposal.

Worker protection is regulated by OSHA regulations, as well as CTDPH regulations. These regulations involve air monitoring of workers to determine exposure levels when disturbing lead-containing paint. An LBP determination cannot determine a safe level of lead, but is intended to provide guidance for implementing industry standards for lead in paint at identified locations. Contractors may then better determine exposure of workers to airborne lead by understanding the different concentrations of LBP activities that disturb paint on representative surfaces.

The EPA Resource Conservation and Recovery Act (RCRA), as well as CT DEEP, regulate disposal of lead-containing waste. Lead-containing materials that will be impacted during renovation or demolition activities, and result in waste for disposal must either be analyzed using the Toxicity Characteristic Leaching Procedure (TCLP) analysis if lead is determined to be present in non-residential buildings, or be presumed as a hazardous waste. A TCLP sample is a representative sample of the intended waste stream. The results are compared to a threshold value of 5.0 milligrams per liter (mg/L); a result exceeding this value is considered hazardous lead waste. If the result is below the established level, the material is not considered hazardous and may be disposed as general construction debris.

A level of LBP equal to or exceeding 1.0 milligrams of lead per square centimeter (mg/cm²) is considered toxic or dangerous for compliance with residential standards. For purpose of this LBP determination the level of 1.0 mg/cm² has been utilized as a threshold for areas where possible worker exposures may occur.



3.2 XRF Determination Results

The LBP determination indicated consistent painting trends associated with representative building components that may be impacted by potential demolition work. The following building components were determined to contain levels of lead (equal to or greater than 1.0 mg/cm²):

- White wood trim on front door
- Orange stairs in back stairway
- White walls in back stairway
- Gray walls in third floor kitchen
- Top of stair cover in third floor storage off kitchen
- Back 2nd floor balcony exterior door trim
- Front 2nd floor balcony exterior door trim
- Ceramic tub in 2nd floor bathroom
- Light blue walls in back stairway
- Blue door and door frame to second floor back balcony
- Basement window trim on original windows

Refer to *Appendix E* for the XRF lead determination field data sheets.

3.3 Discussion

OSHA published a Lead in Construction Standard (OSHA Lead Standard) Title 29 CFR, Part 1926.62 in May 1993. The OSHA Lead Standard has no set limit for the content of lead in paint below which the standards do not apply. The OSHA Lead Standards are task-based, and derived from airborne exposure and blood lead levels.

The results of this LBP determination are intended to provide guidance to contractors for occupational lead exposure controls. Building components coated with lead levels above industry standards may cause exposures to lead above OSHA standards during proposed demolition and renovation activities. The results of this determination are also intended to provide insight into waste disposal requirements, in accordance with EPA RCRA regulations.

A TCLP sample to characterize the expected waste that may result from demolition work was collected as part of this limited inspection.

3.4 Conclusion and Recommendations

Based on our LBP determination results, LBP is present on coated building components located on and in the building.

Contractors must be made aware that OSHA has not established a level of lead in a material below which Title 29 CFR, Part 1926.62 does not apply. Contractors shall comply with exposure assessment

criteria, interim worker protection, and other requirements of the regulation as necessary to protect workers during any demolition work that will impact lead paint.

If disturbed by renovation or demolition activities, LBP-coated building components should be segregated from the general waste stream for sample collection and analysis by TCLP to determine proper off-site waste disposal. If disturbed and managed off-site, non-porous LBP-coated building materials (i.e., metals) may be segregated and recycled as scrap metal. Metal LBP-coated building components cannot be subject to grinding, sawing, drilling, sanding, or torch cutting.

The building is not considered a "child-occupied facility" and therefore, it is not subject to lead safe renovation requirements.

4 Lead Waste Characterization

A waste is a solid or liquid material that serves no further purpose. A waste is defined by EPA to be hazardous if it contains certain properties that could pose dangers to human health and the environment after it is discarded. Wastes that are ignitable, corrosive, reactive, or toxic are regulated under the Hazardous Waste Regulations. TCLP is a method that extracts the compounds of interest in a standard way simulating landfill conditions (EPA Title 40 CFR, Part 261).

4.1 Sample Collection Methodology

Ms. Snurkowski collected representative aliquots of various lead-based paint-containing and lead-containing building components throughout the building. Material substrates such as brick, concrete, and wood were segregated in accordance with LBP determination data. Representative aliquots were collected of the individual substrates/surfaces and composited based on their respective quantities into a single sample. The composite sample was analyzed by TCLP for lead as a representation of the total waste stream, should the building ever be entirely demolished.

EMSL Analytical, Inc. analyzed the composite sample. EMSL is a State of Connecticut-certified laboratory. The sample was analyzed using EPA Method SW-846 (Extraction Method 1311).

4.2 Results

One composite sample was collected and analyzed. RCRA defines toxic concentrations for lead which is commonly identified in paint to be greater than 5.0 milligrams per liter (mg/L), or parts per million (ppm).

The analytical results of the representative composite sample indicates the waste leaches lead at less than 5.0 mg/L (3.0 mg/L) and is, therefore, not classified as a hazardous waste. Refer to *Appendix F* for the Waste Characterization Laboratory Report.



4.3 Conclusion

Based on the TCLP laboratory analytical results of the representative waste stream composite sample, the waste generated during building demolition would not be classified by EPA or CT DEEP as hazardous waste. If materials are segregated, the TCLP sample will not represent individual waste streams.

5 PCB-Containing Fluorescent Light Ballasts and Mercury-Containing Equipment

5.1 PCB-Containing Fluorescent Ballasts

Fluorescent light ballasts manufactured prior to 1979 may contain capacitors that contain PCBs. Light ballasts installed as late as 1985 may also contain PCB capacitors. Fluorescent light ballasts that are not labeled as "No-PCBs" must be assumed to contain PCBs, unless proven otherwise by quantitative analysis. Capacitors in fluorescent light ballasts labeled as non-PCB-containing may contain diethylhexyl phthalate (DEHP). DEHP was the primary substitute to replace PCBs for small capacitors in fluorescent light ballasts in use until 1991. DEHP is a toxic substance, a suspected carcinogen, and is listed under EPA RCRA and the Superfund law as a hazardous waste. Therefore, EPA Superfund liability exists for landfilling both PCB and DEHP-containing light ballasts. These listed materials are considered hazardous waste under EPA RCRA, and require special handling and disposal considerations.

On March 15, 2019, Fuss & O'Neill representative, Ms. Kristina Snurkowski performed a visual inspection of representative fluorescent light fixtures to identify possible PCB-containing light ballasts. No PCB or DEHP containing light ballasts were observed during the inspection.

5.2 Mercury-Containing Equipment

Fluorescent lamps/tubes are presumed to contain mercury vapor, which is a hazardous substance to both human health and the environment. Thermostatic controls and electrical switch gear may contain a vial or bulb of mercury associated with the control. Mercury-containing equipment is regulated for proper disposal by the EPA RCRA hazardous waste regulations. According to the EPA, mercury lamps are characterized as a Universal Waste. Therefore, fluorescent lamps must be either recycled, or disposed as hazardous waste.



On March 15, 2019, Fuss & O'Neill representative, Ms. Kristina Snurkowski, performed an inventory of mercury equipment. No mercury containing equipment was observed during the inspection.

Report prepared by Environmental Technician, Kristina Snurkowski.

Reviewed by:

A handwritten signature in black ink, appearing to read 'CTJ' with a flourish at the end.

Carlos Texidor
Senior Project Manager

Tables

Table 1
Summary of Suspect Asbestos-Containing Materials

Sample No.	Sample Location	Material Type	Asbestos Content	Analysis Method
031519KS-01A	First Floor Living Room Wall	White Plaster Skim Coat	ND	PLM
031519KS-01B	First Floor Kitchen Wall	White Plaster Skim Coat	ND	PLM
031519KS-01C	Second Floor Living Room Ceiling	White Plaster Skim Coat	ND	PLM
031519KS-01D	Second Floor Kitchen Wall	White Plaster Skim Coat	ND	PLM
031519KS-01E	Third Floor Living Room Wall	White Plaster Skim Coat	ND	PLM
031519KS-01F	Third Floor Kitchen Ceiling	White Plaster Skim Coat	ND	PLM
031519KS-01G	Basement Stairway Wall	White Plaster Skim Coat	ND	PLM
031519KS-02A	First Floor Living Room Wall	Tan Plaster Rough Coat	ND	PLM
031519KS-02B	First Floor Kitchen Wall	Tan Plaster Rough Coat	ND	PLM
031519KS-02C	Second Floor Living Room Ceiling	Tan Plaster Rough Coat	ND	PLM
031519KS-02D	Second Floor Kitchen Wall	Tan Plaster Rough Coat	ND	PLM
031519KS-02E	Third Floor Living Room Wall	Tan Plaster Rough Coat	ND	PLM
031519KS-02F	Third Floor Kitchen Ceiling	Tan Plaster Rough Coat	ND	PLM
031519KS-02G	Basement Stairway Wall	Tan Plaster Rough Coat	ND	PLM
031519KS-03A	First Floor Kitchen Wall	White Joint Compound	ND	PLM
031519KS-03B	First Floor Hallway Wall	White Joint Compound	ND	PLM
031519KS-03C	Second Floor Bedroom Wall	White Joint Compound	ND	PLM
031519KS-03D	Third Floor Bedroom Wall	White Joint Compound	ND	PLM
031519KS-03E	Third Floor Bedroom Ceiling	White Joint Compound	ND	PLM
031519KS-04A	First Floor Kitchen Wall	Gray Sheetrock	ND	PLM
031519KS-04B	First Floor Hallway Wall	Gray Sheetrock	ND	PLM
031519KS-04C	Second Floor Bedroom Wall	Gray Sheetrock	ND	PLM
031519KS-04D	Third Floor Bedroom Wall	Gray Sheetrock	ND	PLM
031519KS-04E	Third Floor Bedroom Ceiling	Gray Sheetrock	ND	PLM
031519KS-05A	First Floor Kitchen Wall	White Joint Compound and Gray Sheetrock Composite	Not Analyzed	Not Applicable
031519KS-05B	First Floor Hallway Wall	White Joint Compound and Gray Sheetrock Composite	Not Analyzed	Not Applicable
031519KS-05C	Second Floor Bedroom Wall	White Joint Compound and Gray Sheetrock Composite	Not Analyzed	Not Applicable
031519KS-05D	Third Floor Bedroom Wall	White Joint Compound and Gray Sheetrock Composite	Not Analyzed	Not Applicable
031519KS-05E	Third Floor Bedroom Ceiling	White Joint Compound and Gray Sheetrock Composite	Not Analyzed	Not Applicable
031519KS-06A	First Floor Kitchen	White Textured Ceiling Paint	ND	PLM
031519KS-06B	Third Floor Bedroom	White Textured Ceiling Paint	ND	PLM



Sample No.	Sample Location	Material Type	Asbestos Content	Analysis Method
031519KS-06C	Third Floor Front Bedroom	White Textured Ceiling Paint	ND	PLM
031519KS-06D	Third Floor Kitchen	White Textured Ceiling Paint	ND	PLM
031519KS-06E	First Floor Bedroom	White Textured Ceiling Paint	ND	PLM
031519KS-07A	First Floor Kitchen	White 2'x4' Suspended Ceiling Tile	ND	PLM
031519KS-07A	Second Floor Kitchen	White 2'x4' Suspended Ceiling Tile	ND	PLM
031519KS-08A	First Floor Kitchen	Brown Multicolor Ceramic Wall Tile	ND	PLM
031519KS-08B	First Floor Kitchen	White Multicolor Ceramic Wall Tile	ND	PLM
031519KS-09A	First Floor Kitchen	Grout associated with Multicolor Ceramic Wall Tile	ND	PLM
031519KS-09B	First Floor Kitchen	Grout associated with Multicolor Ceramic Wall Tile	ND	PLM
031519KS-10A	First Floor Kitchen	White Thin Set associated with Multicolor Ceramic Wall Tile	ND	PLM
031519KS-10B	First Floor Kitchen	White Thin Set associated with Multicolor Ceramic Wall Tile	ND	PLM
031519KS-11A	Second Floor Closet	White Thin Set associated with Ceramic Tile On Countertop	ND	PLM
031519KS-11B	Second Floor Closet	White Thin Set associated with Ceramic Tile On Countertop	ND	PLM
031519KS-12A	Second Floor Closet	Ceramic Tile On Countertop	ND	PLM
031519KS-12B	Second Floor Closet	Ceramic Tile On Countertop	ND	PLM
031519KS-13A	First Floor Kitchen	Yellow Adhesive associated with Laminate Flooring	ND	PLM
031519KS-13B	First Floor Kitchen	Yellow Adhesive associated with Laminate Flooring	ND	PLM
031519KS-14A	First Floor Kitchen	Laminate Flooring	ND	PLM
031519KS-14B	First Floor Kitchen	Laminate Flooring	ND	PLM



Sample No.	Sample Location	Material Type	Asbestos Content	Analysis Method
031519KS-15A	First Floor Kitchen	Yellow Adhesive associated with 12"X12" Imitation Wood Flooring	ND	PLM
031519KS-15B	First Floor Kitchen	Yellow Adhesive associated with 12"X12" Imitation Wood Flooring	ND	PLM
031519KS-16A	First Floor Kitchen	Imitation Wood 12"X12" Tile Flooring	ND	PLM
031519KS-16B	First Floor Kitchen	Imitation Wood 12"X12" Tile Flooring	ND	PLM
031519KS-17A	First Floor Kitchen	Brown Adhesive associated with Red Imitation Brick Sheet Flooring	ND/ND	PLM/TEM
031519KS-17B	First Floor Kitchen	Brown Adhesive associated with Red Imitation Brick Sheet Flooring	ND	PLM
031519KS-18A	First Floor Kitchen	Red Imitation Brick Sheet Flooring	ND	PLM
031519KS-18B	First Floor Kitchen	Red Imitation Brick Sheet Flooring	ND	PLM
031519KS-19A	First Floor Kitchen	Adhesive associated with Tan Formica Countertop	ND	PLM
031519KS-19B	First Floor Kitchen	Adhesive associated with Tan Formica Countertop	ND	PLM
031519KS-20A	First Floor Kitchen	Tan Formica Countertop	ND	PLM
031519KS-20B	First Floor Kitchen	Tan Formica Countertop	ND	PLM
031519KS-21A	First Floor Bathroom	Green Self Adhesive Vinyl Floor Tile	ND	PLM
031519KS-21B	First Floor Bathroom	Green Self Adhesive Vinyl Floor Tile	ND	PLM
031519KS-22A	First Floor Bathroom	Tan Self Adhesive Vinyl Floor Tile	ND	PLM
031519KS-22B	First Floor Bathroom	Tan Self Adhesive Vinyl Floor Tile	ND	PLM
031519KS-23A	First Floor Bathroom	Tan Sheet Flooring With Paper Backing	ND	PLM
031519KS-23B	First Floor Bathroom	Tan Sheet Flooring With Paper Backing	ND	PLM
031519KS-24A	First Floor Bedroom Closet	Gray Sheet Flooring With Black Paper	ND	PLM
031519KS-24B	First Floor Bedroom Closet	Gray Sheet Flooring With Black Paper	ND	PLM

Sample No.	Sample Location	Material Type	Asbestos Content	Analysis Method
031519KS-25A	First Floor Entryway Closet	Tan Sheet Flooring With Black Paper	ND	PLM
031519KS-25B	First Floor Entryway Closet	Tan Sheet Flooring With Black Paper	ND	PLM
031519KS-26A	Second Floor Kitchen	Tan With Brown Border Self Adhesive Floor Tile	ND	PLM
031519KS-26B	Second Floor Kitchen	Tan With Brown Border Self Adhesive Floor Tile	ND	PLM
031519KS-27A	Second Floor Kitchen	Tan Plain Self Adhesive Floor Tile	ND	PLM
031519KS-27B	Second Floor Kitchen	Tan Plain Self Adhesive Floor Tile	ND	PLM
031519KS-28A	Second Floor Kitchen	Brown Adhesive associated with Wall Paneling	ND/ND	PLM/TEM
031519KS-28B	Second Floor Kitchen	Brown Adhesive associated with Wall Paneling	ND	PLM
031519KS-29A	Second Floor Kitchen	Yellow Adhesive associated with Tan Mottled 12"X12" Vinyl Floor Tile	ND	PLM
031519KS-29B	Third Floor Bathroom	Yellow Adhesive associated with Tan Mottled 12"X12" Vinyl Floor Tile	ND	PLM
031519KS-30A	Second Floor Kitchen	Tan Mottled 12"X12" Vinyl Floor Tile	ND	PLM
031519KS-30B	Third Floor Bathroom	Tan Mottled 12"X12" Vinyl Floor Tile	ND	PLM
031519KS-31A	Second Floor Bathroom	Gray Adhesive associated with Tub Surround	ND	PLM
031519KS-31B	Second Floor Bathroom	Gray Adhesive associated with Tub Surround	ND	PLM
031519KS-32A	Second Floor Bathroom	Yellow Adhesive associated with Gray Imitation Tile Sheet Flooring	ND	PLM
031519KS-32B	Second Floor Bathroom	Yellow Adhesive associated with Gray Imitation Tile Sheet Flooring	ND	PLM
031519KS-33A	Second Floor Bathroom	Gray Imitation Tile Sheet Flooring	ND	PLM
031519KS-33B	Second Floor Bathroom	Gray Imitation Tile Sheet Flooring	ND	PLM
031519KS-34A	Second Floor Bathroom	Green Self Adhesive Vinyl Floor Tile	ND	PLM



Sample No.	Sample Location	Material Type	Asbestos Content	Analysis Method
031519KS-34B	Second Floor Bathroom	Green Self Adhesive Vinyl Floor Tile	ND	PLM
031519KS-35A	Third Floor Bathroom	Light Brown Glue associated with Cream Sheet Flooring	ND	PLM
031519KS-35B	Third Floor Bathroom	Light Brown Glue associated with Cream Sheet Flooring	ND	PLM
031519KS-36A	Third Floor Bathroom	Cream Sheet Flooring	ND	PLM
031519KS-36B	Third Floor Bathroom	Cream Sheet Flooring	ND	PLM
031519KS-37A	Third Floor Bedroom Closet	Black and White Patterned Sheet Flooring	ND	PLM
031519KS-37B	Third Floor Bedroom Closet	Black and White Patterned Sheet Flooring	ND	PLM
031519KS-38A	Third Floor Bedroom Under Laminate	Black Adhesive associated with White 12"X12" Vinyl Floor Tile	ND/ND	PLM/TEM
031519KS-38B	Third Floor Bedroom Under Laminate	Black Adhesive associated with Blue 12"X12" Vinyl Floor Tile	ND	PLM
031519KS-39A	Third Floor Bedroom Under Laminate	White 12"X12" Vinyl Floor Tile	ND	PLM
031519KS-39B	Third Floor Bedroom Under Laminate	Blue 12"X12" Vinyl Floor Tile	ND	PLM
031519KS-40A	Third Floor Bedroom	Black Paper associated with Flooring	ND	PLM
031519KS-40B	Third Floor Bedroom	Black Paper associated with Flooring	ND	PLM
031519KS-41A	Third Floor Bedroom Closet	Brown Diamond Pattern Sheet Flooring	ND	PLM
031519KS-41B	Third Floor Bedroom Closet	Brown Diamond Pattern Sheet Flooring	ND	PLM
031519KS-42A	Third Floor Kitchen	Brown and Slate Colored Self Adhesive Vinyl Floor Tile	ND	PLM
031519KS-42B	Third Floor Kitchen	Brown and Slate Colored Self Adhesive Vinyl Floor Tile	ND	PLM
031519KS-43A	Third Floor Storage	Black Adhesive associated with Multiple Layers Of Sheet Flooring	28% Chrysotile	PLM



Sample No.	Sample Location	Material Type	Asbestos Content	Analysis Method
031519KS-43B	Third Floor Storage	Black Adhesive associated with Multiple Layers Of Sheet Flooring	NA/Pos Stop	Not Applicable
031519KS-44A	Third Floor Storage	Blue and Gray Diamond Pattern Sheet Flooring	Not Analyzed	Not Applicable
031519KS-44B	Third Floor Storage	Blue and Gray Diamond Pattern Sheet Flooring	Not Analyzed	Not Applicable
031519KS-45A	Third Floor Storage	Multicolor Tribal Pattern Sheet Flooring	Not Analyzed	Not Applicable
031519KS-45B	Third Floor Storage	Multicolor Tribal Pattern Sheet Flooring	Not Analyzed	Not Applicable
031519KS-46A	Third Floor Storage	White Sheet Flooring	ND	PLM
031519KS-46B	Third Floor Storage	White Sheet Flooring	ND	PLM
031519KS-47A	Second Floor D Side Bedroom	Tan Shelf Adhesive Vinyl Floor Tile	ND	PLM
031519KS-47B	Second Floor D Side Bedroom	Tan Shelf Adhesive Vinyl Floor Tile	ND	PLM
031519KS-48A	Front Porch Roof	Black Adhesive Associated Rolled Asphalt On Front Porch Roof	6% Chrysotile	PLM
031519KS-48B	Front Porch Roof	Black Adhesive Associated Rolled Asphalt On Front Porch Roof	NA/Pos Stop	Not Applicable
031519KS-49A	Front Porch Roof	Rolled Asphalt On Front Porch Roof	ND	PLM
031519KS-49B	Front Porch Roof	Rolled Asphalt On Front Porch Roof	ND	PLM
031519KS-50A	Front Porch Roof	Flashing associated with Front Porch Roof	ND	PLM
031519KS-50B	Front Porch Roof	Flashing associated with Front Porch Roof	ND	PLM
031519KS-51A	Exterior	Shingles On Exterior Wall	ND	PLM
031519KS-51B	Exterior	Shingles On Exterior Wall	ND	PLM
031519KS-52A	Exterior	Black Vapor Barrier Under Siding	ND	PLM
031519KS-52B	Exterior	Black Vapor Barrier Under Siding	ND	PLM
031519KS-53A	Exterior	Roof Shingles	ND	PLM
031519KS-53B	Exterior	Roof Shingles	ND	PLM
031519KS-54A	Exterior	Garage Roof Shingles	ND	PLM
031519KS-54B	Exterior	Garage Roof Shingles	ND	PLM



Sample No.	Sample Location	Material Type	Asbestos Content	Analysis Method
031519KS-55A	Exterior	Tan Glazing associated with 2 nd Floor Balcony Door Window	ND	PLM
031519KS-55B	Exterior	Tan Glazing associated with 2 nd Floor Balcony Door Window	ND	PLM

NA/Pos Stop = Not Analyzed/Positive Stop

ND = None Detected

Table 2
Summary of Asbestos-Containing Materials Inventory

Location	Material Type	Asbestos Content	Estimated Total Quantity	Comments
Third floor storage	Black adhesive associated with multiple layers of sheet flooring	28% Chrysotile	60 SF	Associated sheet flooring is considered inseparable from the adhesive and also must be considered ACM.
Front porch roof	Black adhesive associated rolled asphalt on front porch roof	6% Chrysotile	70 SF	Separate from the main roof of the house

SF = Square Feet

Appendix A

Limitations



APPENDIX A

**260 Cook Avenue
Meriden, Connecticut**

1. This inspection report has been prepared for the exclusive use of the City of Meriden (the "Client") and is subject to, and is issued in connection with the terms and conditions of the original Agreement and all of its provisions. Any use or reliance upon information provided in this report, without the specific written authorization of the Client and Fuss & O'Neill, Inc. (Fuss & O'Neill) shall be at the User's individual risk. This report should not be used as an abatement specification. All quantities of materials identified during this inspection are approximate.
2. Fuss & O'Neill has obtained and relied upon information from multiple sources to form certain conclusions regarding likely environmental issues at and in the vicinity of the subject property in conducting this inspection. Except as otherwise noted, no attempt has been made to verify the accuracy or completeness of such information or verify compliance by any party with federal, state or local laws or regulations.
3. Fuss & O'Neill has obtained and relied upon laboratory analytical results in conducting the inspection. This information was used to form conclusions regarding the types and quantities of ACM and LBP that must be managed prior to renovation or demolition activities that may disturb these materials at the Site. Fuss & O'Neill has not performed an independent review of the reliability of this laboratory data.
4. Unless otherwise noted, only suspect hazardous materials associated within or located on the building (aboveground) were included in this inspection. Suspect hazardous materials may exist below the ground surface that were not included in the scope of work of this inspection. Fuss & O'Neill cannot guarantee all asbestos or suspect hazardous materials were identified within the areas included in the scope of work.
5. The findings, observations and conclusions presented in this report are limited by the scope of services outlined in our original Agreement (February 27, 2019), which reflects schedule and budgetary constraints imposed by Client. Furthermore, the assessment has been conducted in accordance with generally accepted environmental practices. No other warranty, expressed or implied, is made.
6. The conclusions presented in this report are based solely upon information gathered by Fuss & O'Neill to date. Should further environmental or other relevant information be discovered at a later date, the Client should immediately bring the information to the Fuss & O'Neill's attention. Based upon an evaluation and assessment of relevant information, Fuss & O'Neill may modify the letter report and its conclusions.

Appendix B

Fuss & O'Neill Inspector Licenses and Accreditations

Appendix C

Asbestos Laboratory Report and Chain of Custody Form

Appendix D

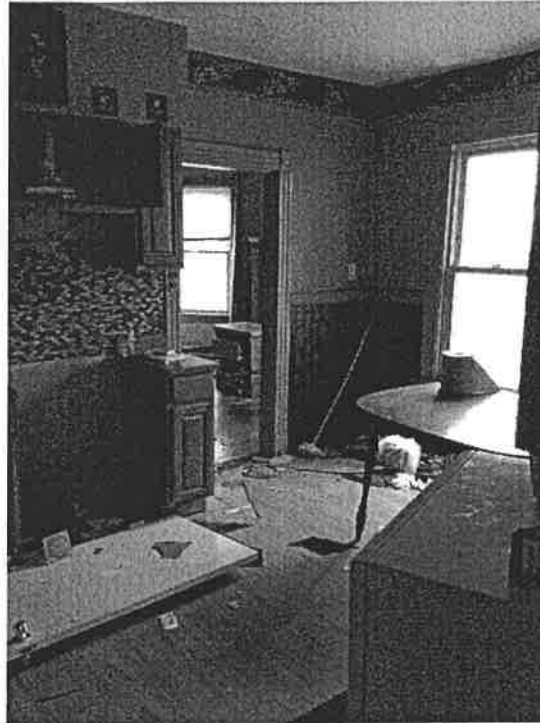
Site Photographs



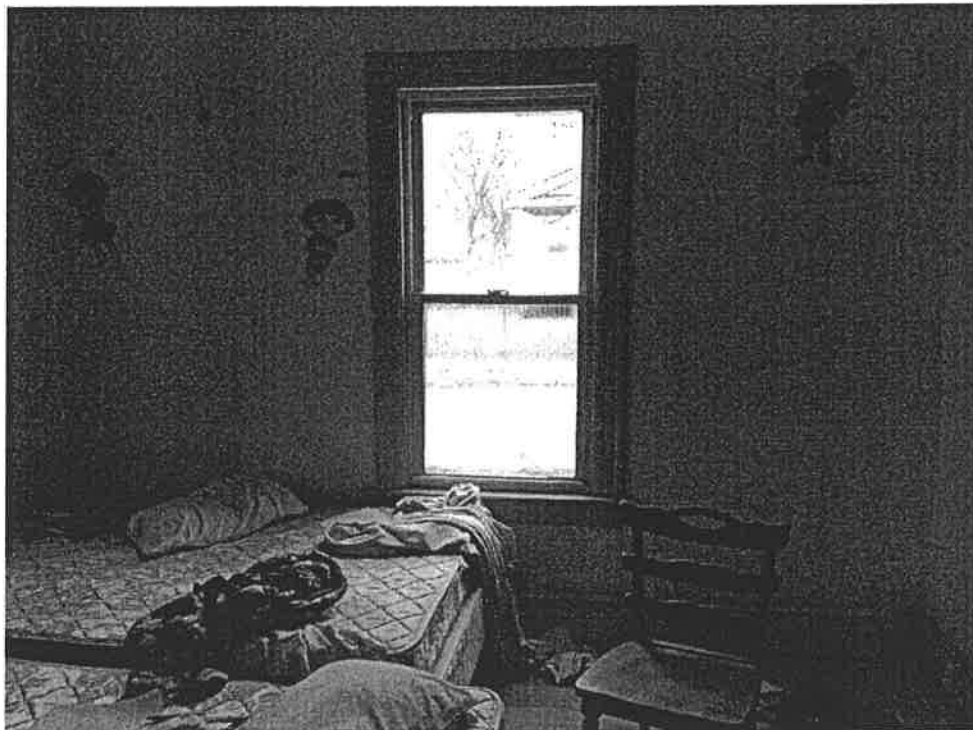
House street side exterior view. Roofing above ground level porch is asbestos containing.



Front doors to different levels of the multi-family home



Ground floor apartment kitchen



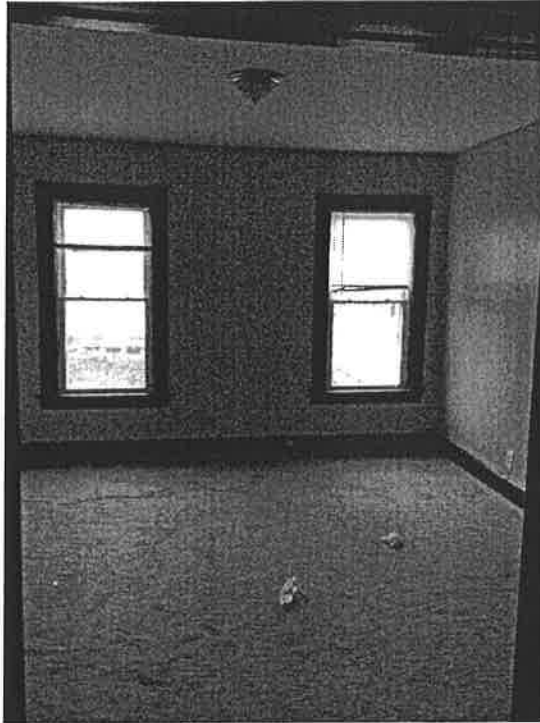
Ground floor apartment bedroom



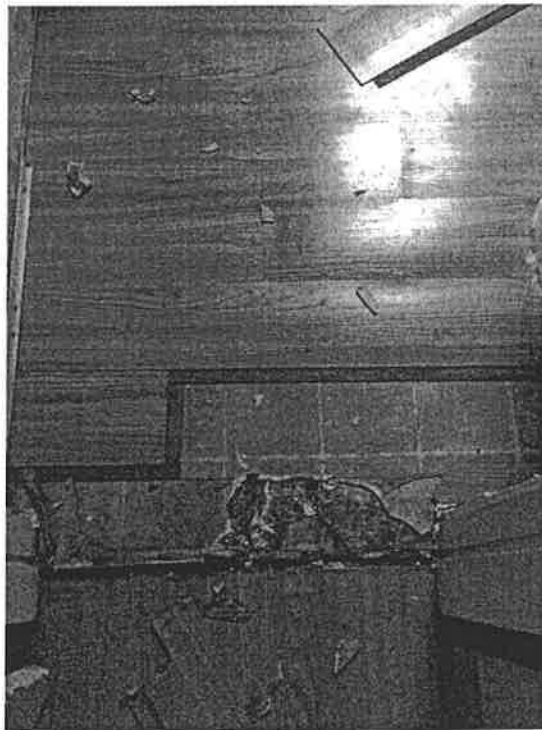
Many closets off bedrooms had multiple layers of sheet flooring and sometimes old newspapers as insulation



Front stairway



Second floor bedroom



Multiple flooring layers in second floor



Third floor kitchen



Multiple layers of flooring in bathroom



Multiple layers of sheet flooring over asbestos containing black adhesive in third floor storage room off kitchen



Third floor storage room cover of back stairway. Paint contains lead.

Appendix E

XRF Lead Determination Field Data Sheets



Appendix F

Waste Characterization Laboratory Report and Chain of Custody Form