



## City of Norwich

Department of Finance – Purchasing Agent  
100 Broadway, Room No. 105  
Norwich, CT 06360

Phone: (860)823-3706  
Fax: (860)823-3812  
E-mail: [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org)

### INVITATION FOR BIDS

**Bid No.: 7641**

**Due Date and Time: December 23, 2019 at 2:00 P.M.**

**Title: Abatement and Demolition of the Building at 11 Lake Street, Norwich, CT 06360**

**Special Instructions:** There will be a mandatory pre-bid meeting for all abatement and demolition contractors on **December 4, 2019** at 10:00 AM. All interested parties are to meet at 11 Lake Street, Norwich, CT. Late arrivals (more than fifteen (15) minutes after the scheduled start time) will not be given credit for attendance at the meeting and will not be able to submit a bid for this project.

The following information must appear in the lower left hand corner of the envelope:

Sealed Bid No.: 7641

Not to be opened until December 23, 2019

#### **Return Bids to:**

William R. Hathaway, Purchasing Agent  
City of Norwich  
100 Broadway, Room 105  
Norwich, CT 06360-4431

## TABLE OF CONTENTS

### Bid No. 7641

|  | <b>No. of Pages</b> |
|--|---------------------|
| <b>Introductory Information</b>  |                     |
| Title Page   | 1                   |
| Table of Contents  | 1                   |
| Invitation for Bids  | 1                   |
| Acknowledgement of Receipt of Bid Documents  | 1                   |
| <b>Bidding Requirements</b>  |                     |
| Instructions to Bidders  | 8                   |
| General Conditions   | 14                  |
| City of Norwich Standard Bid and Contract Terms and Conditions                         | 5                   |
| City of Norwich Code of Ethics   | 6                   |
| <b>Contract Documents</b>  |                     |
| City of Norwich – Contract for Services  | 9                   |
| Performance and Payment Bonds  | 4                   |
| <b>Specifications</b>  |                     |
| Summary of the Work  | 2                   |
| Demolition   | 1                   |
| Asbestos Abatement   | 3                   |
| Limited Directed Pre-Demolition Asbestos Survey  | 24                  |
| State of Connecticut Department of Public Health Approved Alternative<br>Work Practice | 2                   |
| State of Connecticut Department of Public Health, Standards for<br>Asbestos Abatement  | 9                   |
| <b>Bid Forms</b>   |                     |
| Bid Form   | 2                   |
| Bid Bond Form  | 3                   |
| Non-Collusion Affidavit of the Prime Bidder  | 1                   |
| Non-Collusion Affidavit of the Subcontractor   | 1                   |
| Statement of Bidder’s Qualifications   | 2                   |
| Affirmative Action/Equal Opportunity Employment Policy Statement                       | 2                   |
| Certificate of Bidder Regarding Equal Employment Opportunity                           | 1                   |
| Certification of Non-Segregated Facilities   | 1                   |
| Code of Ethics Acknowledgement Form  | 1                   |

**CITY OF NORWICH**  
**Invitation for Bids**

**Bid No. 7641**

**Abatement and Demolition of the Building at 11 Lake Street, Norwich, CT**

Sealed bids for the will be received in the office of the Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360-4431, until 2:00 P.M. prevailing time on **December 23, 2019** . All bids will then be publicly opened and read aloud.

The bid documents may be downloaded from the following websites:

|                      |   |
|----------------------|---|
| City of Norwich      | <a href="http://www.norwichct.org/bids.aspx">http://www.norwichct.org/bids.aspx</a>                       |
| State of Connecticut | <a href="https://biznet.ct.gov/scp_search/default.aspx">https://biznet.ct.gov/scp_search/default.aspx</a> |

Addenda, if any, will be posted on the websites listed above. All bidders, prior to submitting their bids, should check the websites to ensure they have received all issued addenda.

A **mandatory** pre-bid meeting for all abatement and demolition contractors will be held at 10:00 A.M. on **December 4, 2019**. All interested parties are to meet at **11 Lake Street, Norwich, CT**. Late arrivals (more than fifteen (15) minutes after the scheduled start time) will not be given credit for attendance at the meeting and will not be able to submit a bid for this project. This will be the only opportunity to visit the site.

Demolition contractors must hold a current State of Connecticut Class A license.

Requests for information (RFIs) must be submitted in writing no later than 12:00 P.M. on **December 11, 2019**. RFIs must be sent to William R. Hathaway, Purchasing Agent via fax to (860)823-3812, e-mail to [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org) or U.S. Postal Service to City Hall, 100 Broadway, Room 105, Norwich, CT 06360-4431.

Bid surety in the form of a bid bond, certified or bank check in the amount equal to five per cent (5%) of the total bid amount is required at the time of bid.

The City of Norwich reserves the right to reject and all bids, in whole or in part, to waive minor irregularities in the bidding and to award the bid to other than the low bidder if deemed in the best interest of the City of Norwich.

The City of Norwich is an Equal Opportunity/Affirmative Action Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements.

William R. Hathaway  
Purchasing Agent



**RETURN THIS FORM IMMEDIATELY**

**City of Norwich, CT  
Acknowledgement of Receipt of Bid Documents**

**Bid No.:** 7641  
**Title:** Abatement and Demolition of the Building at 11 Lake Street, Norwich, CT

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 11/21/2019  
Date Documents Received: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do you plan to submit a response? \_\_\_\_ Yes \_\_\_\_ No

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Received by: \_\_\_\_\_

**Note: Faxed or e-mailed acknowledgements are requested.**  
**Fax No.:** (860)823-3812  
**E-mail:** [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org)

**Fax or e-mail this sheet only. A cover sheet is not required.**

**DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP**



**INSTRUCTIONS TO BIDDERS  
CITY OF NORWICH, CT 06360**

**Bid Number:**

The following instructions and specifications shall be observed by all bidders:

**1. Time and Place of Bid Opening**

Bids will be opened at **2:00 P.M. on December 23, 2019** at the Purchasing Office, 100 Broadway, Room 105, Norwich, CT 06360. Any bid received after the time and date of bid opening shall not be accepted.

- 2. Pre-Bid Meeting** – There will be a **mandatory** pre-bid meeting on **December 4,, 2019 at 10:00 A.M.** All interested parties are to meet at 11 Lake Street, Norwich, CT. Late arrivals (more than fifteen (15) minutes after the scheduled start time) will not be given credit for attendance at the pre-bid meeting and will be ineligible to submit a bid for this project.

**3. Availability of Bid Documents**

Bidders are advised that all bid documents relative to this project are only available online at the following web addresses:

<http://www.norwichct.org/bids.aspx>

[https://biznet.ct.gov/scp\\_search/default.aspx](https://biznet.ct.gov/scp_search/default.aspx)

**4. Bid Addenda**

If additional information becomes available or changes are made to the bid documents, an addendum will be issued not later than 3 days prior to the bid opening date. All addenda shall become part of the Contract Documents.

All addenda will be sent via e-mail to those bidders that complete and return the Receipt Acknowledgement for to the Purchasing Department. It is incumbent on the bidder to ensure that it has received all issued addenda by checking the websites listed above. Failure of any bidder to receive any such addendum shall not relieve it of the obligations under its bid as submitted. Certification of receipt of addenda shall be made by the bidder on the proposal.

Notice of any addendum will be posted on the following websites:

<http://www.norwichct.org/bids.aspx>

[https://biznet.ct.gov/scp\\_search/default.aspx](https://biznet.ct.gov/scp_search/default.aspx)

**5. Bid Surety Requirements**

A Bid Surety in the amount of five percent (5%) of the total amount bid is required at the time of bid. Bid Surety shall be in the form of a Bid Bond provided by a surety licensed to do business in the State of Connecticut, Certified Check or Bank Check.

**FAILURE OF A BIDDER TO PROVIDE THE REQUIRED BID SURETY SHALL RESULT IN REJECTION OF ITS BID.**

## 6. Bid Instructions

Bids must be enclosed in a sealed envelope, addressed to the City of Norwich and clearly identified with the bid number and name as shown on the face of these bid documents.

Bids must be made on the attached forms with complete information as requested of the bid forms. **Bids submitted on forms other than those included within this document shall not be considered.**

## 7. Examination of Site Conditions

Bidders must satisfy themselves by personal examination of the site and location of the proposed work as to the actual conditions and requirements of the work and inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. No claim because of lack of knowledge by the contractor regarding the site, the proposed work or content of the specifications and drawings will be allowed. At the date established for the opening of bids, it will be presumed that each bidder has made an examination of the location and site of the work to be done under this contract and has satisfied itself as to the actual conditions and requirements.

## 8. Sales and Use Tax

Bidders are reminded that the Connecticut State Sales and Use Tax and associated Federal taxes are not applicable under this contract, and therefore these taxes are not to be included in the bid price(s).

Under the terms of Connecticut Agencies Regulations §12-426-18, Contractors and Subcontractors, the contractor may purchase materials and supplies as are to be installed or placed in projects being performed under these contracts and will remain in such projects after completion, including tangible personal property that remains tangible personal property after its installation or placement, without payment of the tax and shall not charge any such exempt organization or agency any sales or use tax thereon.

## 9. Definitions

For the purposes of these documents:

The word "City" means the City of Norwich, CT.

The words "City Manager" mean the City Manager of the City of Norwich, CT.  
The word "Director" means the Director of Public Works for the City of Norwich, CT.

The word "Engineer" refers to the City Engineer of the City of Norwich, CT.

The word "Bidder" refers to the party or parties submitting a bid to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

The word "Contractor" refers to the party or parties contracting to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

**10. Project Location**

The work for this project will be performed at the City of Norwich Transfer Station, 73 Rogers Road, Norwich, CT..

**11. Intent**

The intent of these specifications is to obtain a Contractor that will furnish all labor, supervision, tools, materials and equipment necessary to replace an existing 10' x 60' concrete deck truck scale with a new Active Scale AMD Modu-Deck 6 Series 110,000 lb. CLC Heavy Duty Steel Deck Truck Scale or approved equal, as detailed in these specifications.

**12. Work Schedule**

The Contractor shall contact the Engineering Department at (860)823-3798 prior to the start of any work associated with this Contract.

No work will be performed at night or on Sundays or legal holidays, except in case of emergency and only to the extent to make the work site safe. The normal work day shall be considered as any eight (8) hour period falling between 7:00 A.M. and 4:00 P.M., Monday through Friday. Special clearance will be required for work outside these times.

All work under this Contract is to be completed in accordance with the schedule requirements contained in the Site Construction Notes.

**13. Evaluation of Prices Submitted**

Bids will be compared on the basis of the estimated quantities times the unit or lump sum prices stated in Bid. In the event of a discrepancy between prices written in word and figures, the prices written in words shall govern. In the event of a discrepancy between (1) the Total amount of lump sum line items and/or unit prices as recorded on the bid form by the bidder and (2) the Total amount of the bids as recorded on the bid form by the bidder and tabulated by the Purchasing Agent, the latter shall prevail.

It is the intent of the City to make award to the lowest, responsible qualified bidder (Ref. C. G. S. §4a-59).

**14. Engineer's Estimate of the Work**

The Engineer's estimate of the work and materials by which the bids will be compared are as shown in the Bid and are solely for the purpose of comparing bids received and are approximate only and are not guaranteed.

**15. Contractor Qualifications**

Bidders, if requested, must be able to present satisfactory evidence that they are capable and fully prepared with necessary capital, personnel, materials and equipment to do the work to be contracted under this proposal.

**16. Certificate in Good Standing**

Any corporation whose bid is being considered for acceptance by the City may be required, if requested, to provide a "Certificate of Good Standing" from the Office of the Secretary of State for Connecticut.

**17. Acceptance/Rejection of Bids**

The City may reject bids which are incomplete, conditional, obscure, contain additions not called for, erasures or corrections not initialed, or which contain alterations or irregularities of any kind. The City may rightfully waive informalities. The Purchasing Agent reserves the right to reject any or all bids; or the bids for any one or more commodities or contractual services included in any or all bids; and, unless otherwise specified, to buy any part or the whole from one or more bidders when it is in the best interest of the City to do so. The City also reserves the right to reject any or all bids, or to award any bid to other than the low bidder if it is deemed in the best interest of the City to do so.

Determination of the best interest of the City shall include consideration of active or pending civil litigation between the City and any firm (or its subcontractors or suppliers) submitting a bid to the City.

**18. Withdrawal of Bid Submitted**

Any bid may be withdrawn prior to the designated date and time for receipt of bids. Bids may be withdrawn ninety (90) days after the bid opening if no award has been made by the City. If the City does not award a contract within ninety (90) days after opening of bids, all bids will be null and void, except this time may be extended on mutual agreement of the City and the lowest qualified vendor, as determined by the City.

**19. Contract Execution**

The firm(s) whose bid(s) has/have been accepted by the City will be required to furnish all insurance certificates in the amounts specified, within 5 days from the date of the notice of award. The firm(s) will also be required to furnish all performance and payment bonds to the City prior to contract signing.

The firm(s) whose bid is accepted will be required to execute a contract, in substantially the form included in the bid documents, on a date and time mutually agreed to by all parties. Once the contract is executed, the contractor(s) will be issued a Notice to Proceed.

Contracts valued at less than \$25,000.00 may be executed directly via the issuance of a purchase order, at the discretion of the City.

**20. Inclusion of Contract Provisions**

The bidders' attention is directed to the form of this agreement, which, in addition to the Instructions to Bidders includes the bid proposal forms, general provisions, special provisions, federal/state provisions, specifications, measurement and payment provisions, contract drawings (if applicable) and standard detail drawings.

**21. Contract Related Documents**

The Contractor shall provide the bonds and Certificates of Insurance to the Purchasing Agent. In case of failure or refusal on the part of the bidder to enter into a contract or to furnish the required bonds and/or required certificates of insurance within the set time periods, the bidder shall forfeit to the City of Norwich such part of the bid bond as shall be equal to the difference between the total bid of the defaulting bidder and the total bid of the person or persons with whom the contract is finally executed.

**22. Acceptance of Alternate Materials or Methods**

When alternate bids are asked for, the City at time of the awarding or prior to signing of the contract, through its Engineer, will select which type of material or which method of construction will be used.

**23. Indemnification**

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the City other than supervisory acts or omissions of the City in the work.

**24. Equal Opportunity Employment and Affirmative Action**

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act as well as the provision of Title VI of the Civil Rights Act of 1964 and all amendments thereto. Each contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, gender, national origin or age and which specifies the goals and target dates to assure the implementation of equal opportunity employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity employment policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract. The contract is also subject to contract compliance requirements mandated by Connecticut General Statutes §§ 4a-60 and 40a-60a.

**25. Contractor's and Subcontractors' Insurance**

The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of Norwich Code of Ordinances, Article IV., §2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from

operations under the Contract, whether such operations be by itself, its subcontractors, or by anyone directly or indirectly employed or engaged by it.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work.
- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or its subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

The City and its officers, agents, servants and employees shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

All policies, except Professional Liability, shall contain a waiver of subrogation in favor of the City, executed by the insurance company.

All policies shall be so written that the City will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of its responsibilities, obligations and liabilities under the Contract.

## **26. Bond Requirements**

For all contracts in excess of \$50,000.00, the awarded contract shall provide the City with the following bonds in the minimum amounts specified herein.

- a. **Labor and Materials Bond** in the amount equal to 100% of the Total Proposal Price guaranteeing to the City payments for all labor, materials and equipment utilized in the completion of the work under this contract in the amount of the contract award.
- b. **Performance Bond** in the amount equal to 100% of the Total Proposal Price guaranteeing to the City the completion of the Contract.

All bonds shall be issued by a surety that is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) issued by the U.S. Department of the Treasury, Bureau of the Fiscal Service, Surety Bond Section.

It is distinctly agreed and understood that any changes in the plans and/or specifications for this work, whether such changes decrease or increase the amount thereof, or the manner or time of payment, shall in no way annul, release or affect the liability and surety on the bond given by the contractor.

## **27. Safety**

All work done and all equipment used shall comply with all pertinent OSHA, Federal, State and local regulations, laws and ordinances affecting those employed and any affecting the conduct of the work.

Not later than thirty (30) after the date of contract award, the awarded contractor shall furnish proof to the Commissioner of the State of Connecticut Department of Labor that all employees performing manual labor on or in such public project, pursuant to such contract, have completed the 10 hour OSHA Construction Safety and Health course, or in the case of telecommunications workers, have completed at least 10 hours of training in accordance with 29 CFR 1910.268.

The State of Connecticut and all political subdivisions have adopted a zero tolerance policy for workplace violence. In accordance with Executive Order No. 16 issued by Governor John G. Rowland, all contractors, subcontractors and vendors must comply with this policy.

## **28. Personnel Requirements**

All work under this contract shall be performed by competent and proficient tradesmen employed by the contractor and under its supervision. Apprentices and helpers may be used, but only under the direct supervision of the job foreman.

**29. Subcontractors**

The Contractor shall not sublet any portion of the work without written permission from the City. In no case may it be more than forty-nine percent (49%) of the monetary value of the contract. The major units of the work shall be performed by the Contractor. If the Contractor sublets any part of the work, this does not relieve it or the bonding company of their liabilities and obligations to the City. There is no contractual relationship between any subcontractor and the City. The engineer deals only with the Contractor; subcontractors are recognized as employees of the Contractor.

The Contractor must not assign or dispose of its contract in any way without the consent of the engineer in conjunction with the City Manager. Disposal must be for cause.

**30. Freedom of Information**

All bids will be publicly opened and read and upon award shall be made available for public inspection, in accordance with the provisions of Connecticut General Statutes § 1-210, Freedom of Information. Copies of any information resulting from any bid opening are generally not available until a contract has been formally awarded.

**31. Non-Collusion**

The individual signing this bid hereby declares that no person or persons other than members of its organization are interested in this bid or in the contract proposed to be taken; that it is made without any connection to any other person or persons submitting a bid for the same work and is in all respects fair and without collusion or fraud; that no person acting on behalf of or employed by the City of Norwich is directly or indirectly interested in the supplies or work to which they relate or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.



## INDEX TO CITY OF NORWICH GENERAL CONDITIONS

| <u>ARTICLE</u> | <u>TITLE</u>                                      |
|----------------|---|
| 1.             | DEFINITIONS                                       |
| 2.             | BID FORM  |
| 3.             | BID SECURITY                                      |
| 4.             | WAGE RATES AND LABOR LAWS                         |
| 5.             | CONTRACTOR'S BOND AND INSURANCE                   |
| 6.             | NONRESIDENT CONTRACTOR BOND                       |
| 7.             | INDEMNITY OF CITY BY CONTRACTOR                   |
| 8.             | PERMITS, LICENSES AND LAWS                        |
| 9.             | RIGHT TO REJECT BIDS                              |
| 10.            | BIDDERS TO EXAMINE SPECS & VISIT WORK SITE        |
| 11.            | REPRESENTATIONS OF CONTRACTOR                     |
| 12.            | COMPETENT HELP TO BE EMPLOYED                     |
| 13.            | PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR |
| 14.            | SCOPE OF WORK                                     |
| 15.            | MATERIALS   |
| 16.            | SUBCONTRACTORS                                    |
| 17.            | ASSIGNMENT  |
| 18.            | SEPARATE CONTRACTS                                |
| 19.            | PARTIAL INVALIDITY                                |
| 20.            | LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY  |
| 21.            | FIRE PRECAUTION                                   |
| 22.            | "OR APPROVED EQUAL" CLAUSE                        |
| 23.            | TERMINATION FOR CONVENIENCE                       |
| 24.            | TITLE TO WORK                                     |
| 25.            | TIME OF COMPLETION                                |
| 26.            | INSPECTION  |
| 27.            | SPIRITOUS LIQUORS                                 |
| 28.            | WORK CHANGES                                      |
| 29.            | CLAIMS FOR EXTRA WORK                             |
| 30.            | DEFAULTS  |
| 31.            | TAXES   |
| 32.            | OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970        |
| 33.            | COMPLIANCE WITH NON-DISCRIMINATION                |
| 34.            | WORK IN INCLEMENT WEATHER                         |
| 35.            | PROTECTION OF TREES                               |
| 36.            | ARCHEOLOGICAL FINDS                               |
| 37.            | BLASTING  |
| 38.            | POWER AND WATER                                   |
| 39.            | TOILET ACCOMMODATIONS                             |
| 40.            | CLEAN UP  |
| 41.            | GENERAL GUARANTEE                                 |
| 42.            | LIENS   |
| 43.            | PAYMENTS  |
| 44.            | PAYMENT TO SUBCONTRACTORS                         |
| 45.            | FINAL INSPECTION AND ACCEPTANCE                   |

- 46. FINAL PAYMENT
- 47. CORRECTIONS
- 48. INTERPRETATION OF DRAWINGS AND SPECS
- 49. LOADING
- 50. POLLUTION OF WATERS
- 51. USE OF "HE", "HIS", OR "HIM"
- 52. REFERENCE
- 53. SURPLUS MATERIAL

CITY OF NORWICH  
DEPARTMENT OF PUBLIC WORKS  
GENERAL CONDITIONS

**1. DEFINITIONS**

1. Owner - The Owner of the project is the City of Norwich acting by the Director of Public Works.
2. Contractor - The term "contractor" as hereinafter used shall refer to the General Contractor for this work or his authorized representative.
3. Owner's Representative - The term "Owner's Representative" as hereinafter used shall refer to any representative of the Department of Public Works who is appointed by the Department to supervise the work and shall extend to and include any engineer or inspector whom he shall designate to inspect, test, or oversee the work herein specified.
4. Department - Whenever this term is used in these General Conditions, "Department" shall mean City of Norwich, Department of Public Works.
5. City - Wherever the term "City" is used in these General Conditions, it shall mean the City of Norwich, the City of Norwich Department of Public Works.
6. Contract - Wherever the term "Contract" is used in these General Conditions, it shall mean the actual bid form, specifications, drawings, General Conditions and formal purchase order issued to the successful bidder.

**2. BID FORM**

Attached to these specifications is a bid form which shall be used by the contractor submitting bids on this work.

Bids for this work shall be received at the Office of Purchasing Agent, City of Norwich, City Hall Building, at the time of the date designated on the bid forms, and will be publicly opened and read at the time and place, for this work. One copy of bid is for bidders.

Discrepancies between the indicated product of item unit and unit price and the correct product will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**3. BID SECURITY**

Each contractor submitting a bid shall accompany it with bid Surety in the form of a certified check or bid bond equal to 5% of the bid. Should the contractor refuse to go through with the work after having been awarded it by the Owner within the scheduled time, he shall then forfeit the Bid Surety to the Owner who shall use the surety to offset costs to the next lowest bidder or if the contractor fails to provide satisfactory performance and payment bonds as required. The bonding company must be licensed to do business in the State of Connecticut.

**4. WAGE RATES AND LABOR LAWS**

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 1. of Public Act No. 93-392 shall be at a rate equal to the rate customary or prevailing for

the same work in the same trade or occupation in the town of Norwich. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

Please be advised that effective October 1, 1993, Public Act 93-392 requires that all employers on a public works project shall submit weekly to the contracting agency a certified payroll and compliance statement. The certified payroll shall be considered a public record, and every person shall have the right to inspect and copy such records in accordance with the provisions of section 1-15, Connecticut General Statutes.

Upon award of the contract, the contractor shall certify under oath, to the labor commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under the contract.

The provisions of Public Act No. 93-392 shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than one million dollars (\$1,000,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000).

All bidders are advised to inform themselves and to comply with the requirements of Federal, State and local laws governing the employment of labor.

**5. CONTRACTOR'S BONDS AND INSURANCE**

Each bidder must be able to enter into contract, covering the work, within 10 days from the acceptance of his proposal.

The successful bidder must, within ten (10) days from the date of acceptance of his proposal, furnish and file with the City of Norwich, a corporate surety bond or equivalent security, guaranteeing completion of the job in accordance with the proposal and a labor and material payment bond guaranteeing payment of all labor and materials furnished to himself or to his subcontractors for use in the prosecution of the work. This bond or equivalent shall be for 100% of the amount of the contract. The cost of the bonds is to be figured as part of the cost of the job. The Surety company must be one licensed to do business in the State of Connecticut and must be satisfactory to the Owner.

The successful bidder must, within ten (10) days from the date of acceptance of his proposal, file with the City of Norwich, Workmen's Compensation, Comprehensive General Liability, Comprehensive Auto Liability, Certificates of Insurance satisfactory to the City of Norwich, in compliance with the law, and in the following form and amount:

**COMPREHENSIVE GENERAL LIABILITY**

|   |                |
|---|----------------|
| Premises - Operations - Products/Completed Operations |                |
| General Aggregate                                     | \$2,000,000.00 |
| Occurrence  | \$2,000,000.00 |

COMPREHENSIVE AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000.00

WORKMEN'S COMPENSATION Statutory

EMPLOYERS LIABILITY: \$100,000

Fire and Special Extended Coverage in Builder's Risk policy in the amount of 100% of insurable completed value.

Any additional insurance coverage that may be required for permits issued by other authorities having jurisdiction over the work site shall be provided by the successful bidder.

If subcontractors are employed, same limits as named above shall apply and the certificate of insurance must be filed with the City.

No contract shall be binding upon the City of Norwich until such bond shall have been given and until Comprehensive General Liability, Comprehensive General Auto Liability and Workmen's Compensation policy certificates indicated above have been filed with the City and approved as to form and sufficiency by the Owner. The insurance policy certificate provided by the successful bidder and all subcontractors shall carry a statement by the insurance company that the City of Norwich will receive at least ten (10) days notice prior to cancellation of any portion of the policies or any modifications in the insurance coverage that may affect the City's interest. The cost of all insurance coverage shall be included in the price of the contract cost.

The insurance company must be licensed to do business in the State of Connecticut and must be satisfactory to the City of Norwich. THE CITY OF NORWICH MUST BE NAMED AS ADDITIONAL INSURED.

**6. NONRESIDENT CONTRACTOR BOND**

Connecticut General Statute Section 12-430(7) requires that when a nonresident contractor enters into a contract they must post a 5% cash or guarantee bond for the total contract amount with the Commissioner of Revenue Services.

**7. INDEMNITY OF CITY BY CONTRACTOR**

The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind of nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of contractors or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract. The contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance which in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless the City against all liability, judgments, costs and expenses which may in any wise come against the City or which may in any wise result from carelessness, omission or neglect of the Contractor or his agents, employees or workmen in any way arising or resulting from the operation in connection

herewith, including all liability to the City resulting from the failure to maintain sufficient railing or fence as required by Section 13a-111, Conn. General Statutes, and against all liability from defects claimed to be in violation of Section 13a-149, Conn. General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the contract.

**8. PERMITS, LICENSES AND LAWS**

The contractor shall obtain all necessary permits or licenses from the proper authorities and shall give all notices required by law or ordinance, and shall pay all fees and charges incident to the due and lawful prosecution of the work and shall comply with all laws, ordinances and regulations relating thereto.

**9. RIGHT TO REJECT BIDS**

The City of Norwich reserves the right to reject any and all bids to waive any technicalities and to make such awards, including awards not to the lowest bidder, as it deems in its opinion to be the best interest of the City of Norwich, awards made by the City of Norwich shall be final and conclusive and without recourse or appeal by any remaining bidders.

**10. BIDDERS TO EXAMINE SPECIFICATIONS AND VISIT SITE OF WORK**

Bidders must carefully examine the specifications, and in addition must use whatever means may be necessary to completely satisfy themselves not only of the quantity of equipment and labor and the extent and requirements of the work, but also of the actual conditions under which the work specified is to be performed. It is therefore pre-requisite that all bidders shall visit the site of the work to determine actual conditions for themselves. No future plea of ignorance of existing conditions shall be considered as a basis for additional compensation.

If bidders fail to fully understand any clause or requirement of the specifications, inquiry must be made of the Owner's Representative for his interpretation of the specifications in advance of the submission of a bid. Failure on the part of the bidder to acquaint themselves thoroughly with the work to be performed and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the contract. The signature of the bidder upon the bid shall be considered proof of his acceptance of full responsibility in this respect.

**11. REPRESENTATION OF CONTRACTOR**

The contractor represents and warrants that he is financially solvent and that he is experienced and competent to perform the type of work outlined on the specifications and drawings and that he has carefully examined the drawings and specifications along with addendum (or addenda), if any, and the site of the work, and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance and that he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property. He further warrants that any injury to persons or property resulting from the work shall be the sole responsibility of the contractor.

**12. COMPETENT HELP TO BE EMPLOYED**

The contractor shall employ an experienced superintendent and foremen, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, or guilty of being noisy, profane, or otherwise disruptive to the surrounding working environment, he shall be discharged immediately upon the request of the Owner and shall not again be employed on the work.

**13. PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR**

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person applicant for employment or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut and further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the contractor as related to the provisions of this section.

**14. SCOPE OF WORK**

The contractor, as promptly and as economically as practicable, shall perform all necessary engineering services, shall procure, order and furnish all of the required materials (unless furnished by the Owner), labor, equipment, tools, plant, etc. and perform all of the services necessary for the construction, installation and completion of, and shall construct, install and complete all work called for and described in the specifications, drawings and other descriptive data that may be referred to herein. The Department will provide bench marks and control stakes in order to complete the work. The contractor shall protect and maintain these points for the duration of the construction. It is the obligation of the contractor to utilize these bench marks and stakes to determine lines and grades, and to provide his own grade stakes.

**15. MATERIALS**

Unless otherwise specified the Contractor warrants that all materials shall be new and shall be of good quality. The Contractor shall, if required by the Owner, furnish samples or other satisfactory evidence as to the kind and quality of materials as directed by the Owner, and all materials thereafter furnished by the Contractor shall be in strict accordance with such approved samples.

**16. SUB-CONTRACTS**

The Contractor agrees to obtain the agreement of every subcontractor to be bound to terms and conditions materially and substantially comparable to those contained herein unless otherwise authorized and approved by the Owner.

**17. ASSIGNMENT**

No assignment or transfer of the contract, or of any money or moneys due or to become due thereunder, or any part of such contract or of such money, will be permitted, until and unless the same shall be approved by the Owner, nor shall the contractor subcontract any substantial portion of this contract without Owner's written consent.

**18. SEPARATE CONTRACTS**

The Owner shall have the right to let other contracts in connection with this work or other work and the Contractor shall afford other Contractors reasonable opportunity for the execution of their work and shall properly connect and coordinate its work with theirs. The Contractor shall be liable for any damage that it, its agents or employees may cause to any other contractor and shall save Owner harmless therefrom. The Owner also reserves the right to perform work related to the contract with his own employees.

**19. PARTIAL INVALIDITY**

The Owner and Contractor agree that they will perform their obligations hereunder in accordance with all applicable laws, rules, regulations and ordinances now and hereafter in effect. If any term or provision of these conditions shall be found to be illegal or unenforceable then, notwithstanding, these conditions shall remain in full force and effect and such term or provision shall be deemed stricken.

**20. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY**

The Contractor shall put up and maintain such barriers, fences, lighting and warning lights, danger warning signals and signs as will absolutely prevent accidents during the construction work and protect the work and insure the safety of personnel and public at all times and places; and the contractor shall defend, indemnify and save harmless the City and its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the contractor or his sub-contractor, or their servants or agents including any claims arising out of failure to erect and maintain sufficient railing or fence as required by Section 13a-111, Connecticut General Statutes. The fact that the City may retain the control of the premises, or that it or its agents may take action to erect or maintain railings or fences shall not relieve the contractor's obligation hereunder.

Contractor shall furnish, maintain and use, and cause all his sub-contractors to furnish, maintain and use all necessary safety devices and safe practices in prosecution of the work and to adopt, follow and maintain such additional safety measures as in the opinion of the Owner's Representative are conducive to safe operation by the contractor and the sub-contractor. The Owner's Representative shall have the right to order any and all work suspended where, in the Owner's Representative's opinion such work is not being carried on in a safe and proper manner, or where persons and property are not being properly protected or safeguarded and such work shall not be resumed until the Owner's Representative's requirements have been met and the Owner's Representative has directed that work shall resume. The work required by the preceding paragraph shall be totally at the contractor's expense.

In addition to above, when and as necessary, or when required by the Owner, the contractor shall post signs and employ watchmen or flagmen for directing of traffic at the site and for excluding at all times unauthorized persons from the work, for which the contractor will not be paid additional compensation.

**21. FIRE PRECAUTION**

The Contractor shall take adequate precaution against fire; keep flammable material at an absolute minimum; and insure that such material is properly handled and stored. The contractor



shall not permit fires to be built or open salamanders to be used in any part of the work without the express approval of the Owner.

**22. "OR APPROVED EQUAL" CLAUSE**

Whenever a particular brand, make of material, device or equipment is shown as required on bid form by using the name of the proprietary product of a particular manufacturer or vendor, it is to be regarded merely as standard. Any brand, make of material, device or equipment which will perform adequately, may be considered equal and satisfactory providing the bidder offering "or equal" brand, make of material, device or equipment will be responsible for furnishing complete data to the Owner so that he may ascertain if the material is of equal substance and function in his (the Owners) opinion. It shall not be purchased or installed without his written permission.

**23. TERMINATION FOR CONVENIENCE**

The City hereby reserves the right to terminate the performance of this contract for any reason the City deems appropriate, upon five (5) days written notice to the contractor. The City will pay all actual costs to date of termination, however the contractor shall not be entitled to any profit on unfinished or unearned work.

**24. TITLE TO WORK**

The title to all work completed or in the course of construction, and all materials on account of which any payment has been made by the Owner to the Contractor, shall be in the Owner.

**25. TIME OF COMPLETION**

The contractor shall commence work immediately upon receiving notification from the Owner's Representative to do so unless otherwise stated in the bid form and shall follow-up the work diligently without interruption until completed in accordance with the specifications, on or before the date set forth in the specifications.

**26. INSPECTION**

The Owner or persons designated by the Owner shall have access to and the right to inspect all work in the course of construction.

**27. SPIRITUOUS LIQUORS**

The contractor shall neither permit nor suffer the introduction or use of spirituous liquors upon the work embraced in this contract. Dope or drugs of any kind unless ordered by a physician are prohibited. Any employee found using spirituous liquors, dope or drugs of any kind unless ordered by a physician shall be immediately discharged.

**28. WORK CHANGES**

The Owner may make changes by altering, adding to or deleting from the work, without invalidating the contract, but all such changes must be mutually agreed upon in writing, after a breakdown of estimated costs and changes in the contract sum attributable thereto and a statement of any necessary changes in time of completion, between the Owner and the contractor before proceeding with the execution of the work. All such changes in the work shall be authorized on a change order. Charges or credits for work covered by the approved change shall be either (a) an agreed lump sum or (b) actual cost.

**29. CLAIMS FOR EXTRA WORK**

After the contract has been signed, no claims for extra work will be honored, unless authorized in writing by Owner.

**30. DEFAULTS**

If the contractor shall fail in this prosecution of the work under this contract, to perform any provisions of this contract, the Owner after a five (5) days written notice to the contractor to remedy said failure, and upon the refusal or neglect of the contractor to remedy such failure, the Owner, without prejudice to any other remedy the Owner may have, shall be entitled to remedy such deficiency and any cost thereby incurred by the Owner shall be paid for the account of the Contractor and deducted from the contract sum then or thereafter due the contractor. Any expense or cost arising out of the contractor's negligence, or that of its agents or employees for replacing defective work, and for the disposal of material wrongly supplied, may be paid by the Owner for the account of the Contractors and deducted from the contract sum then or thereafter due the contractor.

**31. TAXES**

Purchases made by the City of Norwich, Connecticut, are considered exempt from the payment of Federal excise taxes, Connecticut Sales Taxes, etc. and such taxes shall be identified separately or excluded from the bid prices.

**32. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

The contractor shall also insure that all his operations and those of his sub-contractor abide by the provisions of the William Steiger Occupational Safety and Health Act of 1970, Public Law 91-956 and all subsequent amendments. In the event of any inconsistencies between the above laws and regulations and the provisions of these conditions, the laws and regulations shall prevail. If the Owner or Representative assigned to the work find the contractor or his sub-contractor are not abiding with this act, the Owner shall immediately stop all work until the contractor or sub-contractor adhere to the provisions of the act at no additional cost to the Owner.

**33. COMPLIANCE WITH NON-DISCRIMINATION**

Through the policies and programs set forth in this plan, the City of Norwich undertakes to comply fully with all applicable Federal, State and Local laws relating to equal employment opportunity, affirmative action, and non-discrimination, and of the contractor's obligations thereunder. The City will not enter into any contract in the knowledge or belief that the contractor will discriminate on prohibited grounds in employment.

In addition, the City of Norwich is specifically obligated to comply with the following laws and regulations where applicable.

Section 109, Housing & Community Development Act  
Titles VI and VII, Civil Rights Act of 1964  
Title VIII, Civil Rights Act of 1968  
Executive Order 11063  
Section 3, Housing & Urban Development Act of 1968  
Davis Bacon Act (40 U.S.C. 276A - 276A-7)

**34. WORK IN INCLEMENT WEATHER**

The Owner or the Owner's Representative will determine when conditions are unfavorable for work and may order the work or any portion of it suspended whenever, in his opinion the conditions are not such as will insure first class work. In general, work shall be prosecuted throughout the year and the Contractor will be expected to keep work going and employment of labor as continuous as possible. However, the Contractor shall, and shall cause his sub-contractors to protect carefully his and their work against damage of injury from the weather. If this is not done to the Owner's satisfaction and any damage to the work occurs, the work shall be removed and replaced at the expense of the contractor.

**35. PROTECTION OF TREES**

The Contractor shall take special care to preserve and protect from injury all trees located along the line of construction and no such trees shall be cut down, trimmed or otherwise cut without permission of the Owner.

**36. ARCHEOLOGICAL FINDS**

The Contractor for the life of this contract, is herewith required to immediately notify the Engineer in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire cracked stones", or "stone flaking material" or any other such related items of historical significance are discovered.

**37. BLASTING**

The approval of the Owner shall first be obtained before blasting is permitted. Before any explosive, such as dynamite or detonator caps, are stored or used, the contractor shall contact the Fire Department of the City of Norwich for instructions relative to the regulations for possession and use of explosives in the City of Norwich, Connecticut. The Contractor shall obtain all required permits and licenses for possession and use of explosives to be used on the sites of construction.

The Contractor shall also be responsible for the explosive materials at all times; for keeping of records regarding the explosives open at all times to inspection by the Police and Fire Departments of the City of Norwich, Connecticut; for the storage of explosive materials in a secure manner away from all tools, overnight or for any length of time at the site of construction; for the keeping of only such quantity of explosive material as may be needed for the work underway; for the immediate reporting to the Police and Fire Departments of the City of Norwich, Connecticut, of all unaccounted for explosive materials; for completely, adequately and carefully covering all blasts with suitable blasting mats in such a manner to prevent damage to landscape features, structures, facilities, privately owned and all other properties and surrounding objects and in a manner that will prevent injury to persons.

Unless specifically permitted, no blasting shall be done between the hours of sunset and sunrise on any day and no blasting will be allowed on Sundays or legal holidays.

Receptacles especially constructed for use in the storage of explosives shall be provided for the storage of explosives and they shall be proof against bullets, fire or other conditions which might cause explosions of the contents. When the need for explosives is ended, all such materials remaining on the job shall be promptly removed from the premises.

The Contractor shall be responsible for conducting any visual surveys and documentary photography in the immediate vicinity of the proposed blast site prior to any blasting. The cost of conducting such surveys and photography shall be included in the unit prices for rock removal.

When blasting is not approved by the Owner, alternate means of rock removal shall be used, such as mechanical splitting or hydraulically splitting. If specified in the contract, the Contractor must perform tests on well water and structures prior to any blasting.

**38. POWER AND WATER**

Should the Contractor require electric power and/or water, he shall make necessary arrangements with the Norwich Public Utilities Department for securing it and bear any expense involved, unless expressly provided for otherwise in the specifications.

**39. TOILET ACCOMMODATIONS**

The Contractor shall provide necessary sanitary toilet accommodations maintained in a sanitary condition for the workmen; chemical toilets will be permitted.

**40. CLEAN-UP**

The Contractor shall regularly and at the completion of the job, clean up all excess backfill materials and debris of every nature in order that the sites worked upon shall be left in a presentable condition as existed at the start of the job. It shall be the responsibility of the contractor to sweep and wash all surfaces and where mortar or grout has been deposited before these materials have an opportunity to bond. In case of dispute, the Owner may remove the rubbish and charge the cost of such removal to the Contractor.

**41. GENERAL GUARANTEE**

The Contractor shall guarantee his work for a period of one (1) year after the date of the Owner's Representative's final inspection and acceptance as evidenced by final payment. He shall during that period repair promptly, at his own cost and expense all breaks, failures or defects which develop in his work as a result of a faulty material or workmanship and indemnify and hold harmless the Owner from and against all loss or damage arising out of or in connection with any such defects.

**42. LIENS**

The final payment for the work will not be made until the Owner is satisfied that no liens have, or can be placed for material or labor on this work. If required by the Owner, the contractor shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full covering all material and labor for which a lien could be filed against the Owner.

**43. PAYMENTS**

Payment for the work will be made when the work outlined in the specifications is completed or in accordance with the terms stated herein. Invoices shall be prepared in prescribed form by the contractor and shall be submitted to the Owner's Representative for checking and certification. The City shall retain 5% of invoices until substantial completion of the project is reached. Retainage shall be reduced to 2% upon discretion of the City at that time.

**44. PAYMENT TO SUB-CONTRACTOR**

The Owner assumes no obligation to pay or to see to the payment of any sum to the sub-contractor. The owner can require a release of all liens for labor. (See Article 41)

**45. FINAL INSPECTION AND ACCEPTANCE**

Upon receipt of written notice from the contractor that his work is completed the Owner's Representative will make a final inspection and will notify the contractor of all instances in which the work fails to comply with the specifications as well as any defects which he may discover. The contractor shall thereupon immediately rebuild, alter and restore the work so that it will comply with the specifications and he shall remedy any defects at this own cost and expense and to the satisfaction of the Owner's Representative. Upon the completion of such alterations or repairs, the Owner's Representative will issue his certificate of final acceptance of work. The issuance of such certificate of final acceptance by the Owner's Representative shall not prevent the City from recovering damages at any subsequent time for work found to be actually defective during the one year guarantee period that commences after final payment has been made.

**46. FINAL PAYMENT**

The acceptance by the contractor of payment for the final invoice made after the Owner's Representative's certification of final acceptance as provided for in these General Conditions, shall release the City of Norwich and every agent of the City from all further claims or liabilities to the contractor of whatever nature except for the remaining sum or sums of money withheld under the provisions of the contract.

**47. CORRECTIONS**

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

**48. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS**

The contractor shall keep at the site of the work at least one copy of the drawings and specifications, and shall at all times give the Owner and his representatives access thereto. Anything shown on the Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned on both.

**49. LOADING**

No part of the materials involved in this contract shall be loaded during construction with a load greater than that it can carry with safety. Should any accidents or damages occur through any violation of this requirement, the contractor will be held responsible under his contract and bond.

**50. POLLUTION OF WATERS**

Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows along the line of work. No Waste matter of any kind will be allowed to discharge into the stream flows or impounded waters of any ponds or other bodies of water.

**51. USE OF "HE", "HIS" OR "HIM"**

Whenever in these General Conditions the masculine words, "he", "his" or "him" are used pertaining to the contractor or buyer, it shall be for brevity and in no way is any sexual discrimination intended.

**52. REFERENCE**

Any reference to sections or articles shall be construed as pertaining to Connecticut State Highway Standard Specifications Form 814A.

**53. SURPLUS MATERIAL**

The surplus material, if requested by the Engineer, shall be placed in designated areas, provided the haul does not exceed 1.5 miles. Should no area be designated, the Contractor shall dispose of the material beyond the limits of this project and in both instances this work will be done at no cost to the city.



## City of Norwich Connecticut

Department of Finance/Purchasing  
100 Broadway, Room 105  
Norwich, CT 06360-4431

Telephone Number:  
(860)823-3706

Fax Number:  
(860)823-3812

<http://www.norwichct.org>

### Standard Bid and Contract Terms and Conditions

All Invitations for Bids issued by the City of Norwich ("City") will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

#### Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile Bids will not be accepted in response to an Invitation for Bids.
2. Bidders shall bear any and all costs associated with response to this invitation to Bid, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Bids are to be opened is given in each Bid issued. Bids received after the specified time and date of Bid opening given in each Bid shall not be considered. **Bid envelopes must clearly indicate the Bid number** as well as the date and time of the opening of the Bid. The name and address of the Bidders shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:  
<http://www.norwichct.org/bids.aspx>  
[http://das.ct.gov/SCP\\_Search/Default.aspx](http://das.ct.gov/SCP_Search/Default.aspx)
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete Bid forms may result in the rejection of The Bid. Amendments to Bids received by the City after the time specified for opening of Bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All Bids shall be signed by a person duly authorized to sign Bids on behalf of the Bidders. Unsigned Bids shall be rejected. Errors, alterations or corrections on both the original and copy of the Bid schedule to be returned must be initialed by the person signing the Bid or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Bid for those items erased, altered or corrected and not initialed.
7. The City of Norwich reserves the right to accept or reject any and all Bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Bid to the City or its subcontractor or supplier. The City also reserves the right to make multiple awards.
8. Conditional Bids are subject to rejection in whole or In part. A conditional Bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Bids.
9. Alternate Bids will not be considered, unless specifically authorized in the invitation to Bid. An alternate Bid is defined as one which is submitted in addition to the Bidders primary response to the invitation for Bids.
10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid, and subject only to cash discount. In the event of a



## City of Norwich Connecticut

Department of Finance/Purchasing  
100 Broadway, Room 105  
Norwich, CT 06360-4431

Telephone Number:  
(860)823-3706

Fax Number:  
(860)823-3812

<http://www.norwichct.org>

### Standard Bid and Contract Terms and Conditions

discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.
12. By its submission the Bidder represents that the Bid is not made in connection with any other Bidders submitting a Bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.
13. All Bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Bid opening are generally not available until a contract has been formally awarded.
14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

**Corporation** - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires the Contractor to carry commercial general liability insurance to protect it from loss. The following minimum limits shall be met:  
**Bodily Injury and Property Damage:** \$1,000,000 each occurrence; \$2,000,000 aggregate  
**Products or Completed Operations:** \$1,000,000 each occurrence; \$2,000,000 aggregate and be written with a per project aggregate.  
**Professional Liability (Errors and Omissions):** \$2,000,000 each occurrence  
**Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property):** \$1,000,000 combined single limit for each accident  
**Workers' Compensation:** Shall be in accordance with State of Connecticut requirements at the time of Bid.  
**Umbrella/Excess Liability:** \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage..

The Contractor shall provide the City with a Certificate of Insurance before any work is performed. The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

All policies, except Professional Liability, shall contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

Thirty (30) days' notice of cancellation is required and must be provided to the City of Norwich via certified mail.

#### Samples

16. Accepted Bid samples do not supersede the Specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted Bid sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.





## City of Norwich Connecticut

Department of Finance/Purchasing  
100 Broadway, Room 105  
Norwich, CT 06360-4431

Telephone Number:  
(860)823-3706

Fax Number:  
(860)823-3812

<http://www.norwichct.org>

### Standard Bid and Contract Terms and Conditions

#### Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.
18. The Purchasing Agent may reject any Bidders in default of any prior contract or guilty of misrepresentation or any Bidders with a member of its firm in default or guilty of misrepresentation.

#### Delinquent Tax Set Off

19. In accordance with §7-46 of the City of Norwich Code of Ordinances, the award of any contract for the performance of any work, or the furnishing of any services and/or materials or equipment, any vendor or successful bidder shall agree that any taxes, landfill fees or special assessments due from the vendor or successful bidder to the City of Norwich, unless previously paid, may be set off against any monies that may be due from the City of Norwich to the vendor or successful bidder for the performance of work or the furnishing of services and/or materials or equipment under said contract.
20. Any person, vendor or successful bidder performing any work or furnishing any services or material or equipment to the City or any department, board or agency thereof, shall, as a condition of doing such or furnishing services or material or equipment, agree that any delinquent taxes, landfill fees or special assessments due from him, her or it to the City, unless previously paid, may be set off against any monies that may be due from the City to such person, vendor or successful bidder for the performance of such work or the furnishing of services or materials or equipment.

#### Contract

21. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.
22. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.
23. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Bidders.
24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
25. The Bidders hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents, servants and employees agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents, servants and employees, or of the Bidders or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, servants and employees, caused in whole or in part by the acts or omission of the Bidders or any participant or spectator or anyone directly or indirectly employed or working for the Bidders while engaged in the activity in the City of Norwich.



## City of Norwich Connecticut

Department of Finance/Purchasing  
100 Broadway, Room 105  
Norwich, CT 06360-4431

Telephone Number:  
(860)823-3706

Fax Number:  
(860)823-3812

<http://www.norwichct.org>

### Standard Bid and Contract Terms and Conditions

26. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.
27. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the City, upon request, with adequate assurances of future performance. In the event of termination for cause, the City shall not be liable to the Contractor for any amount of supplies or services not accepted, and the Contractor shall be liable to the City for any and all rights and remedies provided by law. If it is determined that the City improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
28. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a Bid for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

#### Delivery

29. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Bid specifications.
30. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Bid specifications.
31. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

#### Saving Clause

32. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

#### Advertising

33. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

#### Rights

34. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Norwich purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.



## City of Norwich Connecticut

Department of Finance/Purchasing  
100 Broadway, Room 105  
Norwich, CT 06360-4431

Telephone Number:  
(860)823-3706

Fax Number:  
(860)823-3812

<http://www.norwichct.org>

### Standard Bid and Contract Terms and Conditions

35. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.
35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.
36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

## ARTICLE IV. - CODE OF ETHICS

## Sec. 2-51. - Declaration of policy.

The proper operation of municipal government requires that all officials and employees be independent, impartial and responsible to the citizens of the community; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. The purpose of this article is to establish guidelines for ethical standards of conduct for all officials and employees by setting forth those acts or actions that are incompatible with the best interests of the city and by direct disclosure by such officials and employees of financial and personal interests in matters affecting the city.

(Ord. No. 909, § 1, 11-13-78; Ord. No. 1625, 8-3-09)

## Sec. 2-52. - Definitions.

The following definitions shall apply in this article:

- (a) *Agency*. All departments, boards, commissions, committees and agencies of the City of Norwich, including the city council.
- (b) *Business entity*. Any business, proprietorship, firm, partnership, person in a representative or fiduciary capacity, association, venture, trust or corporation, whether paid or unpaid, including members of any board, committee or commission thereof.
- (c) *Complainant*. The party initiating a complaint alleging a violation of this section.
- (d) *Gift*. A payment, subscription, advance, forbearance, rendering of service, deposit of money, or anything of value unless consideration of equal or greater value is transferred in its place. The term "gift" shall not include a political contribution otherwise reported as required by law; services provided to support a political candidate or political party without compensation by persons volunteering their time; a commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business; anything of value received because of a family or other close personal relationship with the donor; food or beverage or both, consumed on a single occasion, the cost of which is less than fifty dollars (\$50.00) per person; an occasional nonpecuniary gift, insignificant in value; an award publicly presented in recognition of public service or any gift which would have been offered or given to the recipient if he or she were not a public official or municipal employee.
- (e) *Immediate family*. Spouse, child, parent, sibling, or any person unrelated by blood residing in the individual's household.
- (f) *Interest*. A direct or indirect pecuniary or material benefit accruing to an officer, official or employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the city, except for such contracts or transactions which by their

terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. For the purposes of this code, an officer, official or employee shall be deemed to have an interest in the affairs of:

- (1) Any person in his or her immediate family or the spouse of a person in his or her immediate family,
  - (2) Any person or business entity with whom a contractual relationship exists with the public officer or employee;
  - (3) Any business entity in which the officer, official or employee is an officer, director, member, or employee;
  - (4) Any business entity in which the stock of, or legal or beneficial ownership of, in excess of five (5) percent of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the officer, official or employee.
- (g) *Officer, official or employee.* Members of all departments, boards, commissions, committees or other agencies of the City of Norwich, including the city council, whether they be elected or appointed, paid or unpaid, full or part time, and all classified and unclassified employees of the City of Norwich.
- (h) *Respondent.* The party against whom a complainant has alleged a violation of this section.
- (i) *Transaction.* The offer of, or the sale, purchase or furnishing of any real or personal property, or services, by or to any person or entity directly or indirectly, as vendor or vendee, prime contractor, subcontractor or otherwise for the use and benefit of the city or of such other person or entity, for any form of consideration.

(Ord. No. 909, § 2, 11-13-78; Ord. No. 1625, 8-3-09)

#### Sec. 2-53. - Fair and equal treatment.

- (a) *Use of public property.* No officer, official or employee, unless so authorized, shall use or permit the use by others of city-owned property or publicly funded labor or service for personal convenience or profit.
- (b) *Impartiality.* No officer, official or employee shall grant any special consideration, treatment or advantage to any person beyond that available to all citizens.

(Ord. No. 909, § 3, 11-13-78; Ord. No. 1625, 8-3-09)

#### Sec. 2-54. - Conflict of interest.

- (a) *General conduct.* No officer, official or employee shall engage in any business or transaction or shall have an interest, which is incompatible or in conflict with the proper discharge of his or her official duties in the public interest or would tend to impair independence of judgment or action in

the performance of official duties; nor shall he or she become involved in any contract with, sales to, purchases from, or compensable services made with or rendered to the city except where the same is covered by competitive bidding.

- (b) *Disclosure of information.* Except as may be required by law, no officer, official or employee shall disclose any confidential information concerning the property, business or affairs of the city or use such information to advance the private, financial or personal interest of himself or herself or others.
- (c) *Gifts and favors.* No officer, official or employee shall accept or solicit any gift from any person who, to his or her knowledge, is interested, directly or indirectly, in any manner whatsoever, in business dealings with the city, or which gift may tend to influence him or her in the discharge of official duties or in granting any improper favor, service or thing of value.
- (d) *Incompatible employment.* No officer, official or employee shall appear in behalf of another person not a member of his or her immediate family before any agency of the city, nor shall he or she represent private persons or entities in any action or proceeding against the city in any litigation when said appearance or representation would be in conflict with or would tend to impair his or her independence of judgment and action in the performance of his or her official duties. However, an elected official may so appear on behalf of his or her constituents in the course of his or her duties as a representative of the electorate.
- (e) *Disclosure of interest.* Any officer, official or employee who has an interest in any matter concerning the city shall publicly disclose the true nature and extent of such interest and shall disqualify himself or herself from participating in such matter, if such interest is significant.

(Ord. No. 909, § 4, 11-13-78; Ord. No. 1625, 8-3-09)

#### Sec. 2-55. - Enforcement.

- (a) *Ethics commission.*
  - (1) There shall be an ethics commission consisting of five (5) members and four (4) alternate members. The council shall appoint commission members and alternate members who shall serve for a term of two (2) years. Upon the expiration of a term, the council may reappoint a commission member or alternate member to a new term, provided that no person who has served as either a member or alternate for three (3) consecutive terms may be reappointed.
    - a. All commission members and alternates shall be resident electors of the city.
    - b. Commission members and alternates may not be officers, officials, or employees of the city by virtue of service other than service on the ethics commission.
  - (2) This ordinance [amendment of this section by Ord. No. 1667] shall become effective July 1, 2012. The initial term of the new alternate members appointed hereunder shall expire on October 18, 2013, and they may thereafter be appointed to two (2) two-year terms pursuant to the provisions of subsection (a)(1).
- (b) *Organization.* The commission shall elect a chair and vice chair, who shall serve until the

expiration of their current term of appointment by the council, at which time the commission shall hold a new election. The commission shall establish its own rules and procedures consistent with the generally applicable law, including, without limitation, Section 1-82a(a) through (e) of the Connecticut General Statutes, as the same may be amended from time to time. Such rules and procedures shall provide for the seating of alternate members who when seated shall have all the powers and duties of regular members. The first rules and procedures shall be established within six (6) months of the date on which the council initially appoints members of the commission. The commission shall hold meetings at the call of the chair or any two (2) of the commission members and at such other times as may be provided by rules and procedures adopted by the commission.

(c) *Procedure for receiving and hearing complaints.*

- (1) *Generally.* The commission shall receive complaints from any person of any alleged violation of the code of ethics. Any complaint received by the commission must be in writing on a form prescribed by the commission and signed under penalty of false statement. A person shall be in violation of this section if the person submits a complaint containing a written statement that he or she does not believe to be true or that has been submitted with malice.
- (2) *Limitation.* No complaint may be received by the commission more than eighteen (18) months after the date of the action complained of, except where the person to be named as the respondent has fraudulently concealed the existence of the action. In which case the herein time limitation shall run from the date the complainant first had actual or constructive notice of the action.
- (3) *Notices and investigations.* Upon receiving a complaint of an alleged violation of the code of ethics, the commission shall, within five (5) business days, notify in writing the person about whom said complaint has been filed, advising the concerned person of the specific nature of the complaint made and being investigated by the commission, and enclosing therewith a copy of the complaint. At least three (3) members of the commission, of which one (1) may be an alternate, shall make a probable cause investigation of the validity of the complaint. The confidentiality provisions of General Statutes § 1-82 shall apply to the investigation. A finding of probable cause shall require the affirmative vote of a majority of commission members or alternates conducting the investigation. Not later than five (5) business days after termination of the investigation, the commission shall inform the complainant and the respondent of its finding as to probable cause and provide them a summary of its reasons for making the finding. If no probable cause was found, the commission shall dismiss the complaint. If probable cause was found, the commission shall call for a public hearing. A hearing shall commence within sixty (60) days after the receipt of the complaint by the commission.
- (4) *Hearings.* In the event a hearing is held, a panel consisting of five (5) members or alternates shall hear it. In the event a hearing is continued to a new date, upon continuation a member or alternate may be substituted for one of the original panel members provided the member

substituted was present for all prior hearings in the case. The respondent shall have the right to counsel, to cross examination of any witness, and to present evidence on his or her behalf. The commission may consider hearsay evidence as prescribed in its rules of procedure.

- (5) *Counsel for the commission.* Corporation counsel shall advise the commission in any matter at the request of the chair or vice chair of the commission. In the event corporation counsel is the respondent, the ethics commission may retain the services of another attorney licensed to practice law in the state.
- (6) *Findings.* A finding of a violation of this code shall require the affirmative vote of three (3) members of the hearing panel that there is clear and convincing evidence the respondent violated the code, and no member may vote who was not in attendance at all hearings. Clear and convincing evidence is evidence indicating the probability that the respondent committed a violation is substantially greater than the probability that he or she did not.
- (7) *Report of recommendations.* When there has been a finding of a violation the commission shall report the finding and a recommendation for action to the council. The commission shall also report to such other officer or board of the city with the power granted by the Charter or state statute to remove the officer, official, or employee found to have committed the violation, when such power of removal exists.
- (8) When the power of removal exists, the officer or board of the city with the power to remove the violator shall within sixty (60) days of receiving a report of violation report back to the ethics commission the disposition of the matter. In all other cases, a report of disposition may be made by the council at their discretion.

(Ord. No. 909, § 5, 11-13-78; Ord. No. 1625, 8-3-09; Ord. No. 1667, 5-21-12)

#### Sec. 2-56. - Advisory opinions.

Any officer, official or employee may seek from the commission, upon written request, an advisory opinion as to the application of any provision of this article to a particular situation or as to an interpretation of any such provision. The commission shall act on a written request within sixty (60) days of receipt. Such action may be an affirmative vote to decline ruling on the matter. In the event the commission fails to achieve a majority vote for any proposal, such failure shall be construed as an affirmative vote to decline ruling on the matter. The city clerk shall maintain a file of advisory opinions.

(Ord. No. 909, § 6, 11-13-78; Ord. No. 1625, 8-3-09; Ord. No. 1651, 2-7-11)

#### Secs. 2-57—2-60. - Reserved.



**Sec. 7-53. - Conflict of interests.**

No member of the council or any other officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city or any department or agency thereof, or be financially interested, directly or indirectly, in the sale to the city or any department or agency thereof of any land, material, supplies or services, except on behalf of the city or any department or agency thereof as an officer or employee or as a member of the council. Any wilful violation of this section shall constitute malfeasance in office, and any member of the council, officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person contracting with the city or any department or agency thereof shall render the contract void. This section shall not apply to members of the council who may be members of a firm or corporation which has secured a city contract as the lowest responsible bidder after bidding thereon as herein provided.

(Ord. No. 22, § 21, 5-5-52)

**CONTRACT  
DOCUMENTS**



# City of Norwich

100 Broadway  
Norwich, CT 06360

Phone: (860)823-3700

Fax: (860)885-2131

## CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (legal name and address), hereinafter called “**Contractor**” and the City of Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called “**City**.”

WHEREAS, the City desires to enter into a contract for services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. (Attachments must be specifically labeled; for example, “Attachment A, consisting of \_\_\_\_\_ pages, attached hereto and made a part hereof,” and be initialed by authorized representatives of both parties.) Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

2. **Term of the Contract:** The start date for this Contract shall be \_\_\_\_\_ and the completion date of this Contract shall be \_\_\_\_\_.

3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of \$ \_\_\_\_\_.

4. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor’s bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of this Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. **Obligations And Liability Of The Contractor:** The Contractor shall, as herein specified, do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary for the proper performance and completion of the work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not it is indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if it is called for both by the Drawings and by the Specifications.

The Contractor shall coordinate its operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct its work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required it shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the City other than supervisory acts or omissions of the City in the work.

The Contractor shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until final completion and final acceptance thereof. It shall in no way be relieved of its responsibility by any right of the City to give permission or directions relating to any part of the work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct its operations so as not to damage existing structures or work installed either by it or by other contractors. In case of any such damage resulting from its operations, it shall repair and make good as new the damaged portions at its own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, their officers, agents, servants and employees as it is for its own acts and omissions and those of its own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of its subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against it in connection with the work or its operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

**6. Supervision of Work:** The Contractor shall be solely responsible for supervision of the work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as its agent on the work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or its agent or superintendent is not present on any part of the work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

**7. Insurance:** The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of Norwich Code of Ordinances. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by itself, its subcontractors, or by anyone directly or indirectly employed or engaged by it.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work.
- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor

or its subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

All policies shall be so written that the City will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of its responsibilities, obligations and liabilities under the Contract.

All policies, except Professional Liability, shall contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

**8. Contract:** This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.

**9. Funding and Fiscal Year Appropriations:** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

**10. Termination:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill its obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

**11. Obligations in Event of Termination:**

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.

B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.

**12. Record keeping, Audit, and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the

Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

**13. Publicity, Publication, Reproduction and Use of Contract Products or Materials:** Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of Norwich."

**14. Assignment by Contractor and Subcontracting:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall it subcontract any services without the prior written approval of the City.

**15. Connecticut Law:** It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

**16. Venue:** In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for Norwich at Norwich, Connecticut.

**17. Waiver of Jury Trial:** CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:**

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Contractor's name." Section A of this article is inserted in connection with subsection (a) of § 4a-60 of the General Statutes of Connecticut, as revised. Section E of this article is inserted in connection with subsection (a) of § 4a-60a of the General Statutes of Connecticut, as revised.

- A. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, or in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved,

or in any manner prohibited by the laws of the United States or of the State of Connecticut; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. § 46a-56.

- B. Any contractor who is party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any contractor who is party to a municipal public works contract or a quasi-public agency project where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) above; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) above and is in effect on the date the affidavit is signed.
- C. (1) If the contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The contractor shall include the provisions of subdivision (A)(1) above in every subcontract or purchase order entered into to fulfill any obligation of a public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Conn. Gen. Stat. §46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter; (2) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects; (3) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts; (4) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.
- D. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. §32-9n; and "good faith" means the degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the contractor's good



faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, form of corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in Conn. Gen. Stat. §10-262u, financed by state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- E. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

- F. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- G. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.
- H. This contract is subject to the provisions of the City of Norwich Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

**19. Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**20. Compliance with Laws and Indemnification of the City of Norwich:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

**21. Waivers And Severability:** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

**22. Amendments:** No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

**23. Entire Agreement:** The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

**24. Notice:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

Its Duly Authorized Agent

Its Duly Authorized Agent

Approved as to form and legality:

\_\_\_\_\_  
Michael E. Driscoll, Corporation Counsel

Date Signed \_\_\_\_\_

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal

(hereinafter called Principal) and \_\_\_\_\_  
as Surety, (hereinafter called Surety) are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ as Obligee (hereinafter called Owner), for the use and  
benefit of claimants as hereinbelow defined;  
in the amount of \_\_\_\_\_ Dollars (\$  
\_\_\_\_\_) for the payment whereof the Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a Contract with the  
owner for \_\_\_\_\_

\_\_\_\_\_ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety for any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this Bond in the name of the person suing, prosecute the same to a final judgment and have the execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Corporate Principal)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_ By

\_\_\_\_\_  
Affix  
Corporate  
Seal

\_\_\_\_\_  
(Corporate Surety)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_ By

\_\_\_\_\_  
Affix  
Corporate  
Seal

Countersigned  
by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_, Power-of- Attorney for person signing for  
Surety Company must be attached to Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contract has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for \_\_\_\_\_

---

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in Connecticut, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- (2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of the Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed in writing by the parties to this Bond.

\_\_\_\_\_  
(Corporate Principal)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

By

\_\_\_\_\_  
Affix  
Corporate  
Seal

\_\_\_\_\_  
(Corporate Surety)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

By

\_\_\_\_\_  
Affix  
Corporate  
Seal

Countersigned  
by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_, Power-of- Attorney for person signing for Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal was then the \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_  
Affix  
Corporate  
Seal

Title \_\_\_\_\_

**SECTION 01010  
SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

A. The Project Description

1. The project is summarized as the demolition of the building and associated work at 11 Lake Street, Norwich, Connecticut.
2. Protection for the public, grounds and buildings in the vicinity during this contract from concerns including dust, noise and, if applicable, odor control.
3. Abatement of any hazardous and/or regulated materials within the residential building consisting of approximately 2,246 square feet living area (3,720 square feet gross area) and a small garage, on a 0.06 acre land parcel in Norwich.
4. Confirmation of utility shutoffs or deactivation, followed by disconnection of utilities.
5. Implementation of site security measures including sequencing of demolition activities and control of vehicular and pedestrian traffic around the site perimeter.
6. Demolition of said building.
7. Sorting and staging of materials, including those specified for recycling or salvage.
8. Removal and disposal of all debris caused by this contract, except where specified otherwise.
9. Completion of site cleanup, grading and landscaping, inclusive of removal of all asphalt or concrete surfaces on the property and replacement with 4" top soil rough graded.

B. Owner and Agency:

1. Owner: The Owner is the City of Norwich.
2. The Owner's Representative is the authorized representative for the Owner to act in matters involving revoking, altering, enlarging or relaxing any requirement of the contract documents. The Owner's Representative for any remediation work will
3. Agency: The Agency is the City of Norwich.



4. The Agency Representative is James Troeger, Building Official, 23 Union Street, Norwich, Connecticut 06360. The Agency Representative has the administrative authority for the site where the work is being performed.

C. Owner's Representative:

1. All communications concerning the project will be directed through the Owner's Representative.
2. The Owner's Representative will, among other things, monitor the General Contractor's performance, scheduling and construction, process shop drawings, material, and equipment submittals, review and process periodic billings, review and recommend cost changes.
3. The Owner's Representative will process all requests for information, interpretations and decisions regarding the meaning and intent of the Contract Documents, consulting with appropriate parties prior to rendering the interpretations or decisions to the Contractor. All such requests and replies shall be in writing.

- D. The Contractor will serve as the primary contact with local agencies, including but not limited to the
- |                             |  |
|-----------------------------|--|
| Norwich Building Department | James Troeger, (860)823-3775             |
| Fire Department             | Chief Kenneth Scandariato, (860)892-6080 |
| Police Department           | Chief Patrick Daley, (860)886-5561       |
| Norwich Public Utilities    |  |
| Public Works Department     | Ryan Thompson, (860)823-3798             |

The Contractor is responsible for obtaining all required demolition related permits. City **permit fees will not be waived** for this project. Water and sewer usage fees shall apply where relevant.

- E. The Contractor shall include in its bid, all items required in order to carry out the intent of the Work as described, shown and implied in the Contract Documents.
- F. It shall be the Contractor's responsibility upon discovery to immediately notify the Owner's Representative, in writing, of errors, omissions, discrepancies, and instances of noncompliance with applicable codes and regulations within the documents, and of any work which will not fit or properly function if installed as indicated on the Contract Documents. Any additional costs arising from the Contractor's failure to provide such notification shall be borne by the Contractor.
- G. The Work will be performed as a lump sum contract as further described in the specifications and as indicated in the Bid Schedule.

### 1.3 WORK SEQUENCE

- A. Work shall include all labor and material, shown on the drawings and as specified hereinafter. The intent is to completely demolish the building but is not limited to the following:
  1. Issuance of Notice to Proceed by City.

2. Completion and submission of Application to Demolish, including certification from licensed exterminator. The City shall handle public notice and neighbor notification.
  3. Equipment mobilization and demobilization, construction of work zones, and implementation of site security measures after City grants demolition permit. Such work shall comply with approved street opening/street use permits, where applicable.
  4. Confirmation that all utilities have been shut off or deactivated, followed by disconnection of utilities as specified. Coordinate water usage requirements for abatement and demolition with the Water and Fire Departments prior to beginning either activity.
  5. Removal of salvageable materials.
  6. Removal of above ground fuel storage tank, including appropriate removal and disposal of any fuel remaining in the tank.
  7. Building demolition (see authorization requirements below), with processing, stockpiling, loading, transportation and disposal of demolition materials at appropriate intervals.
  8. Restoration of the site (e.g. cleanup following demolition).
- B. The City will authorize demolition after receiving notification that the Demolition Permit has been secured by the Contractor.
- C. The Contractor shall be required and shall include in the Base Bid all costs for labor, material, equipment, etc., to perform and limit its operations to schedule for the work to be substantially completed within 30 days of notice to proceed. The Contractor shall allow for project meetings throughout the demolition phase, attended by the site foreman and applicable subcontractor representatives with the Agency and Owner's Representative either on-site or at the City Hall.

#### **1.4 CONTRACTOR USE OF PREMISE**

- A. General: During the construction period the Contractor shall have full use of the site and mobilization areas designated on the Contract Drawings for construction operations.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of properties beyond the areas in which the Work is indicated.
1. The Contractor shall confine its operations including storage of materials, supplies, equipment, and apparatus to the areas bounded by the contract limits indicated and as directed in the Contract Documents. During demolition activities, the Contractor shall provide and maintain security and temporary fencing as indicated in the Contract Drawings as an exclusion zone.
  2. Existing roads, drives, walks, and parking areas which are not within the contract limit line are to be kept free and clear at all times. Schedule deliveries to minimize space and time requirements

for storage of materials and equipment on-site. Additional parking areas may be provided with approval from the Owner's Representative.

3. The Contractor shall be responsible for keeping the premises clean and shall pick up rubbish and debris and promptly remove from site.
4. Parking for the Contractor's employees will be limited to an adjacent on-site area designated by the Owner's Representative, and the Contractor may be required to provide identification stickers for all employees' cars. Parking on streets will not be allowed.
5. The Contractor shall comply with local working hour restrictions, unless specifically approved otherwise in writing by the Owner.
6. No signs, other than those approved by the Owner's Representative, will be visible on the premises.
7. All Contractor personnel shall attend a briefing by Owner's Representative regarding conduct on the premises as required by the City.

## **1.5 MISCELLANEOUS PROVISIONS**

### **A. Examination of Site:**

1. It is not the intent of the Documents to show all existing conditions. All Contractors are required to attend a mandatory Pre-bid Conference prior to submitting their Bid Proposals. This is the only official opportunity to visit and examine the site with the Agency and Owner's Representative.
2. Contractors shall investigate and satisfy themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, roads or similar physical conditions of the ground, the character of equipment, facilities needed preliminary to and during the execution of the Work and all required permits necessary to complete the work. The Contractor should further satisfy himself as to the character, quality, and quantity of materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Contract Documents. Any failure by the Contractor to acquaint himself with the available information shall not relieve him from the responsibility for estimating properly the difficulty and cost of successfully performing the Work.

### **B. Pre-Bid Conference:**

1. A Pre-Bid Conference and tour of the site will be conducted as scheduled in the Notice to Bidders. This scheduled conference is the only official opportunity for the bidders to tour the site.

### **C. Project Documents**

1. The Specifications and Drawings are intended to describe and illustrate the materials and labor necessary for the work of this Project.

#### D. Drawings, Disks and Specifications Furnished

1. The General Contractor will be given three sets of the Contract Documents on or about the time of execution of the Contract, free of charge. If additional copies are wanted, they will be available at the direct additional cost of their reproduction, to the Contractor.

#### E. Construction Responsibility

1. The Contractor shall be responsible for its construction means, methods, techniques, sequences, and procedures employed in the performance of its work and shall have full responsibility for its failure to carry out any part of its work in accordance with the Contract Documents.

#### F. Overtime

1. The Contractor shall coordinate with the Owner's Representative for approval prior to working overtime. Said request shall be made 48 hours in advance. All costs for overtime shall be the sole responsibility of the Contractor and shall be included in the Contract Sum as stated in the Bid Schedule. Acceptable overtime hours shall be 7:00am to 6:00pm Monday through Friday, and 8:00am to 4:00pm on Saturdays. Overtime work shall not be allowed on Sundays or holidays.

#### G. Disclosure of Information

1. These Bid Documents may reference or include as attachments various reports, surveys or drawings. Such sources of information were obtained for the Owner's use and are offered in good faith for information only, solely for the purpose of placing the Contractor in receipt of all information known to the owner at this time, unless otherwise provided. This referenced or attached information is not to be considered a part of contract documents. The Owner does not warrant or represent that the information contained in these reports is complete or accurate, but only that it constitutes a disclosure of the information known to the owner at this time regarding these conditions.

#### **PART 2 - PRODUCTS (Not Applicable)**

#### **PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION 01010**

**SECTION 020050  
DEMOLITION**

**PART I GENERAL**

**1.1 SUMMARY**

- A. This specification describes the minimum requirements of the Contractor for the demolition activities to be conducted at the site.
- B. The scope of work in this Section includes removal of the existing building at 11 Lake Street, and legal recycling, reuse, or off-site disposal of all resulting demolition materials, as follows:
1. Provide temporary facilities and protection including protective barriers, dust control, water runoff control and traffic control. Upon the City's issuance of Notice to Proceed, provide orange safety fencing prior to initiating demolition activities. Completely remove fencing after completion of demolition activities.
  2. Locate utilities and confirm utility shutoffs or deactivations, followed by disconnection, capping and removal of utility lines serving the property to be demolished as indicated. The Contractor is responsible for coordinating "Call Before You Dig" operations at the appropriate times, and for confirming locations by hand digging, test pitting, air knife, or other suitable means.
  3. Protect storm sewer system from impact by the work performed by the Contractor (e.g. cover catch basins temporarily to prevent fill of system with debris). During times of heavy precipitation, the Contractor may remove catch basin protective covers, subject to the approval of and under the direction of the Owner's Representative. Replace section of existing storm water system as noted in subsequent notes.
  4. Coordinate with Norwich Public Utilities, City of Norwich Fire and Public Works Departments and other jurisdictions as applicable prior to making any temporary connections or performing any utility work. The Contractor is responsible for not damaging the sanitary system, and shall be responsible for all costs associated with damages and repairs to the system as well as fines, if any are levied. The City shall not pay any compensation for the Contractor's actions.
  5. Demolish all above ground pipes and conduits that remain above the slab, as needed to demolish the building and as approved by the Owner's Representative. Obtain all necessary street use/street opening and sidewalk permits from the City.
  6. If present, remove and properly dispose of above-ground fuel storage tank in the basement.
  7. Trees within the property are to remain.



Packaging

***NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)***

NFPA 241 1993 Safeguarding Construction, Alternation and Demolition operations  
NFPA 30 2003 Flammable and Combustible Liquids Code

***REGULATIONS OF CONNECTICUT STATE AGENCIES (RCSA)***

RCSA 22a-449(c) CT Department of Environmental Protection (CTDEP) Hazardous Waste Management  
RCSA 22a-209 CT Department of Environmental Protection (CTDEP) Solid Waste Management  
RCSA 22a-430 CT Department of Environmental Protection (CTDEP) Water Pollution Control  
RCSA 22a-6k CT Department of Environmental Protection (CTDEP) Water Pollution Control  
RCSA 22a-449(d) CT Department of Environmental Protection (CTDEP) Waste Management

***CONNECTICUT GENERAL STATUTES (CGS)***

CGS 29-401 through 29-415 State of Connecticut Demolition Code

**1.3 PROJECT CONDITIONS**

A. The Contractor shall perform all work in compliance with all Federal, State, and Local regulations and requirements, including, but not limited to, Building Code, Health, Fire Department, and Fire Marshall provisions, and EPA and Connecticut Department of Health for asbestos and lead abatement regulations and requirements. The Contractor shall be responsible for obtaining and payment of fees for all permits and approvals required to perform the work. City permit fees will not be waived. Applicable regulations and requirements may include, but are not limited to:

**1. Federal**

- a. Environmental Protection Agency (EPA) requirements for the management of hazardous waste including 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, and 40 CFR 268. Comply with governing EPA notification regulations before beginning demolition.
- b. Department of Transportation (DOT) requirements for the transportation of waste including 49 CFR 171, 49 CFR 172, and 49 CFR 173.
- c. OSHA requirements for Safety and Health Protection including 29 CFR 1910 and 29 CFR 1926.
- d. NFPA 241, Standards for Fire Protection during the work, and NFPA 30, Flammable and Combustible Liquids Code.
- e. ANSI A10.6, Safety Requirements for Demolition Operations.

**2. State of Connecticut**

- a. Connecticut Department of Environmental Protection (CTDEP)
  - 1) Waste Management Bureau - requirements for Hazardous, Connecticut-regulated and Solid Waste management, transport and disposal including RCSA 22a-449(c) and RCSA 22a-209. Connecticut regulatory standards for the management of used oil are contained in RCSA 22a-449(c)-119.

- 2) Water Management Bureau - requirements for control of wastewater discharges and use of Best Management Practices (BMPs) to protect surface and ground waters including RCSA 22a-6k and 22a-430. Connecticut construction stormwater regulations are contained in RCSA 22a-430(b). Obtain any necessary water discharge permits. If a liquid dust suppression agent will be used, the Contractor shall either obtain approval of a Water Management Plan (for discharge to sanitary sewer) or obtain a Temporary/Emergency Authorization (for discharge to ground or surface water). For discharge to the sanitary sewer, obtain plan approval from both CTDEP and the applicable sewer authority.
  - 3) Air Management Bureau - requirements for control of noise, fugitive dust and visible emissions and permitting of sources exceeding state limits.
  - 4) Water Management Bureau - requirements for soil erosion and sediment control, including C.G.S. 22a-325 through 22a-329 and summarized in Connecticut Guidelines for Soil Erosion and Sediment Control.
- b. Connecticut Department of Public Health (CTDPH)
    - 1) Requirements for abatement of asbestos, civil penalties for violation of asbestos abatement laws and licensure and training of persons engaged in asbestos consultation services.
  - c. State Fire Marshall's Office
    - 1) Requirements for licensing of Contractors and compliance with the State Demolition Code (CGS 29-401 through 29-415).

### **3. City of Norwich**

- a. Building Department - requirements to obtain and comply with Demolition Permit process. The City will not waive the permit application fee.
- b. Engineering Department - requirements to obtain street use/street opening and sidewalk permits. No new sidewalk posts will be allowed without permission from the City Engineer.
- d. Fire Department - requirements associated with use of fire hydrant.
- e. Norwich Public Utilitied - requirements for water service deactivation, disconnection and/or capping. Coordinate with the Water Department, in addition to the Fire Department, for hydrant usage requirements.

### **4. Owner's Representative**

- a. Requirements that Contractor notify the Owner's Representative seven (7) working days prior to proposed demolition and obtain Owner's Representative approval for the specific phase of the demolition to take place.

### **5. General**

- a. Buildings to be demolished will be vacated and their use discontinued before start of work.



- b. Condition of Structure: The City assumes no responsibility for actual condition of structures to be demolished.
- c. Hours: The Contractors' hours of work shall be Monday through Friday exclusive of holidays, 7:00 am through 5:30 pm.
- d. Provide not less than 72 hours notice to neighbors of activities that will affect their operations.
- e. Salvaged Materials: Items of salvable value to Contractor may be properly decontaminated, tested, and removed from structure as work progresses.
- f. Noise: Noise levels shall be reduced to the maximum extent practical. Onsite crushing equipment, if used, shall comply with applicable regulatory requirements for noise.
- g. Explosives: Do not bring explosives to site or use explosives at the site.
- h. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1) Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the City of 11 Norwich). Provide alternate routes around closed or obstructed traffic ways as required by governing regulations.
  - 2) Arrange demolition so as not to interfere with neighbors and City traffic operations.
- i. Protections: Ensure safe passage of persons around area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, improvements and other facilities, and injury to persons.
  - 1) 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 of 11 Lake. No work shall be done on the site unless all safety precautions
  - 2) The Contractor shall maintain adequate metal fencing to secure this site along adjacent streets and exclude the public from the Contract Boundaries as shown on the Drawings.
  - 3) Maintain access to other adjacent, occupied or used facilities.
- j. Damages: Promptly repair damages caused to adjacent facilities by demolition operations.
- k. Fire Protection: The Contractor shall contact the City's Fire Marshall concerning their requirements for providing fire protection and, if applicable, fire hydrant use.
- l. Utility Services: Confirm all utilities to be removed and utilities indicated to stay in service. Protect the latter against damage during demolition operations. Field verify all utility locations.
- m. Do not interrupt existing utilities serving occupied or used adjacent facilities, except when authorized in writing by the Owner's Representative. Provide temporary services during interruptions to existing utilities.

- n. Burning: Burning will not be permitted.
- o. Hazardous Materials: Hazardous materials are not present in the building to be demolished.
  - 1) If the Contractor encounters what is believed to be hazardous materials, not originally identified in the Contract Documents, the Contractor shall notify the City prior to testing to verify such materials a minimum of 14 days before demolition in that area occurs.
- p. Storage or sale of removed items or materials onsite is not permitted.

#### **1.4 SUBMITTALS**

No later than fifteen (15) days prior to initiating any site work, the Contractor shall submit six (6) copies of a draft of each of the statements listed below for review and comment by the Owner's Representative. Owner's Representative shall review the statements for compliance with the project specifications, industry standards, and good engineering practice. Owner's Representative shall provide comments on the statements within seven (7) days of receipt. The Contractor shall, to the satisfaction of the Owner's Representative, address any comments or concerns that the Owner's Representative has on the draft statements and submit four (4) copies of final statements to the Owner's Representative. Statements shall be submitted as complete organized reports (including tables of contents), bound in durable, 3-ring, water resistant binders. The Contractor shall not be allowed to commence with any site work until the final statements have been submitted to the Owner's Representative, and the Owner's Representative has acknowledged that the Contractor has addressed all applicable comments and concerns on the draft report.

##### **A. Statements**

###### **1. Demolition Work Plan**

- a. Submit a Demolition Work Plan for approval by Owner's Representative and produced by a competent person for the safe dismantling and removal of the areas to demolished.
- b. The Demolition Work Plan shall include such aspects as the sequence, schedule and procedure for all phases of the work based on an Engineering Survey of the structures to determine the layout, condition and potential hazards. The Work Plan shall include measures to protect the environment, the safety of workers and public and adjacent buildings, structure, and utilities to remain. The Work Plan shall detail the procedures and equipment to be employed to demolish each individual building. The Demolition Work Plan shall also include a description of the methods, equipment, and materials to be employed for loading of demolition materials, backfilling, and dust control.

###### **2. Staging Plan**

Submit a staging plan for City review and acceptance. If any demolition activity requires the use of or opening of a City roadway, the Contractor will be required to apply for and adhere to all requirements of the permit issued by the City for such work.

### 3. Materials Management Plan

Submit a Materials Management Plan, similar to but separate from the Regulated Items Handling and Disposal Work Plan (Section 02095), for City review and acceptance. The plan shall address the methods of sorting, processing, stockpiling, handling, transport and reuse, recycling, salvage, or disposal of all materials expected to result from demolition activities.

### 4. Water Management Plan

- a. As part of this work, the Contractor shall ensure that no runoff of dust suppression fluid from work zones occurs. To prevent runoff and minimize ponding, collect dust suppression fluid and treat prior to discharging in accordance with applicable regulations (including RCSA 22a-430 and 22a-6k). Treat dust suppression fluid on-site and discharge to the sanitary sewer in accordance with a Water Management Plan.
- b. Prepare a Water Management Plan per CTDEP and applicable City of 11 Lake Water Pollution Control Authority requirements. At a minimum, the Water Management Plan shall include a description of Best Management Practices (BMP); water collection, treatment and discharge methods; contaminant discharge limits; and runoff minimization techniques. Fluids to be discharged shall be treated to remove asbestos contaminants, if applicable (RCSA 19a-332a-5). Address procedures required to prevent unauthorized discharge into drainage facilities or underground structures and comply with any applicable floodplain regulations. If fluid cannot be discharged to a sanitary sewer, then a Temporary/Emergency Discharge Authorization shall be obtained for discharge to the ground, or surface water body. The requirements for obtaining a Temporary/Emergency Discharge Authorization shall be the same as for a Water Management Plan except as directed otherwise by the CTDEP.
- c. The Contractor is solely responsible for maintaining compliance with the Water Management Plan or Temporary/Emergency Authorization, and treatment of the entire volume of fluids generated as part of this contract.

### **B. Proposed Protection and Control Measures**

Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate. Include measures for the following:

1. Environmental protection.
2. Dust control.
3. Noise control.

### **C. Schedule of Building Demolition Activities**

Indicate detailed sequence of demolition and removal work, with starting and ending dates for each activity, interruption of utility services, and locations of temporary protection and means of egress.

#### **D. Pre-demolition and Post-demolition Photographs**

Show existing conditions of site improvements that might be misconstrued as damage caused by building demolition operations. Submit pre-demolition photographs before work begins. Submit post-demolition photographs demonstrating completion of the work in compliance with the Specifications and Drawings prior to Contract Closeout.

#### **E. Statement of Refrigerant Recovery**

Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

#### **F. Records**

##### **1. Contractor's Registration**

Submit proof of valid State of Connecticut Class A Demolition License as certified by the State Fire Marshall's Office prior to contract signing.

##### **2. Permits and Approvals**

Submit proof of all applicable permits and approvals necessary prior to initiating any site work.

##### **3. Waste Manifests**

Submit records of waste manifests, Bills of Lading, and tipping receipts for the transport and disposal of waste from the site for both hazardous and nonhazardous materials within 15 days of delivery.

##### **4. Landfill Records**

Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes within 15 days of delivery.

### **1.5 QUALITY ASSURANCE**

1. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this project.
2. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
3. Standards: Comply with ANSI A10.6 and NFPA 241.
4. Pre-demolition Conference: Conduct conference at project site with City representatives and subcontractors to review methods and procedures related to building demolition, but not limited to the following:
  - a. Sequence of demolition and removal work
  - b. Coordination of decommissioning and capping of utility services.

## **1.6 ENVIRONMENTAL PROTECTION**

Provide environmental protection as required to prevent fugitive dust and debris from creating a nuisance or hazard and to prevent spills and pollution of the ground or water on and off-site during the Work. Do not use water for dust control if it results in objectionable conditions such as ice or pollution.

## **PART 2 PRODUCTS**

### **2.1 RECYCLED OR REUSED MATERIALS**

1. Recycling of materials such as brick, concrete, or glass is encouraged to the extent that recycling is compatible with applicable regulations and reduces project costs by reducing disposal costs and/or providing salvage value. Recycling and/or reuse of glass shall be done off-site. All steel and metal generated from the demolition of the building shall be segregated and recycled as scrap metal at an approved facility.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

1. Prior to the start of Work, the Contractor shall engage a competent person to conduct an engineering survey to address planning and implementation of all aspects of the demolition process in accordance with the important regulations provided within of OSHA, 29 CFR 1926, Subpart T-Demolition. The engineering survey shall be utilized to prepare the Demolition Work Plan (see Section 1.4.1.1) detailing safe demolition procedures and all other aspects to be utilized in performance of the Work.
2. The Contractor shall provide for the continued examination of the site by a competent person as the Work progresses and conditions change to detect and protect against hazards to safety.
3. Perform engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
4. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.
5. Review Project Record Documents of existing construction (if available) from City of 11 Lake Building Department. The City does not guarantee that existing conditions are same as those indicated in Project Record Documents.
6. Inventory and record the condition of items to be removed and salvaged.
7. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of the element.

8. Verify in writing that hazardous materials have been remediated before proceeding with building demolition operations.

## **3.2 PREPARATION AND PROTECTION**

### **A. Environmental Protection**

1. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air. Comply with governing regulations pertaining to environmental protection to prevent pollution of air, water or soil. The Contractor shall be responsible for the cost and work required to clean any spills or pollution resulting from performance of this Project.
2. Assume responsibility for Storm water pollution control. If greater than 5 acres are disturbed (clearing, grading, excavation) during project activities, the contractor shall be required to submit to the Connecticut Department of Environmental Protection (DEP) a "General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities" registration. Such costs shall be incorporated into the Contract Sum in the Base Bid.
3. On-site crushing/processing equipment, if used, shall comply with applicable regulatory requirements, including those pertaining to control of fugitive (dust) and mobile source emissions (from diesel combustion). On-site crushing/processing shall be performed within the building footprint and at least 100 feet from the property boundary.
4. Clean adjacent structures and improvements which are to remain of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.
5. Refrigerant: Remove and store refrigerant according to 40 CFR 82 and regulations of authorities having jurisdiction.

### **B. Protection of Existing Facilities**

1. Protect adjacent buildings and underground vaults or conduits to remain from damage. Protect features to be preserved prior to initiating demolition. The Contractor is solely responsible for repairing damage to any and all such structures. Ensure that heavy materials are not staged and heavy equipment is not operated, above underground drainage conduits or other underground structures to remain that could be damaged by excessive weight. Do not operate cranes above the North Creek conduit, storm drains or sewers.
2. Protect adjacent walkways, fences, and neighbor's facilities during demolition operations.

3. Existing roads, drives, walks, and parking areas which are not within the contract limit line are to be kept free and clear at all times during and after the demolition until project completion. Keep a mechanical street sweeper on hand at all times for this purpose. Cleanup any materials that spill onto the streets immediately. The Contractor shall be responsible for obtaining an approved Street Opening/Street Use Permit prior to mobilization. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
4. Temporary Protection: Erect temporary protection, such as walks, fences, where required by authorities having jurisdiction and as indicated.
  - a. Provide temporary barricades and other protection required to prevent injury to people and damage to facilities to remain.
  - b. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
5. Provide Security Guard Services as necessary during operations.

### **C. Protection of Utilities**

1. Protect from damage all utilities which are to remain. Examples of such utilities which could be encountered include site security features, lighting, sanitary sewer, catch basins, or underground conduits.
2. Arrange to shut off or confirm condition of indicated utilities with utility companies. **The Contractor shall quantify the number and location of existing utilities that need to be disconnected, and shall be solely responsible for associated costs for such disconnections.** Certain gas and electric lines may currently be active whereas others have already been deactivated. Confirm that all applicable utilities have been fully de-energized prior to demolition.
3. Disconnect, terminate and abandon all other specified utilities in a manner conforming to the applicable regulations and codes and utility company requirements.
4. Cut off pipe or conduit to be demolished at or below planned final grade. Cap, valve, or plug and seal using a watertight non-shrink grout remaining portion of pipe or conduit after bypassing.
5. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing by all respective utility companies (including CL&P, Yankee Gas, AT&T, etc.).
6. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by the City and authorities having jurisdiction.
7. Provide temporary services during interruptions to existing utilities, as acceptable to the City and to authorities having jurisdiction.
8. Provide at least 72 hours notice to the City of shutdown of service if required during changeover.

#### **D. Fire Protection**

1. Provide fire protection required for performance of the work and complying with the requirements of the 11 Lake Fire Department. Coordinate the use of local fire hydrants as required with the water company and the fire department.
2. In areas where welding or flame cutting is performed, fire protection shall be as required. Areas shall be dust free before flame cutting begins. Flame resistant blankets shall be provided to protect combustible materials and finished surfaces. Dry chemical fire extinguishers shall be provided in these areas and workmen shall be trained in their use, all as required.

#### **E. Pre-Demolition Inspection and Notification**

Prior to demolition activities, perform an inspection with the Owner's Representative, and other governing authorities, to ensure that all required preparations have been made. Once an area is approved for demolition, provide governing authorities notification, according to statutes with a minimum three days advance, that demolition is to occur.

### **3.3 DEMOLITION**

#### **A. General**

1. Use methods of dismantlement or demolition as required to complete the Work within limitation and in accordance with all codes, ordinances and requirements of governing authorities. Demolition practices shall be acceptable to the City, shall assure the safety of persons, equipment and structures which are to remain, and shall provide adequate protection of the environment. The Contractor shall schedule demolition activities to minimize delays.
2. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, framing, or underground conduits or structures to remain.
3. Engineering Surveys: Perform surveys as the work progresses to detect hazards that may result from building demolition activities.

#### **B. Preparation of Work Zones**

Construct zones (including contract boundaries, exclusion, contaminant reduction, and support zones) and perform health and safety monitoring in and adjacent to the work area (exclusion zone) as indicated.



### **C. Decommissioning of Utilities**

1. Disconnecting, relocating, and capping utilities before starting demolition operations is part of this work. The Contractor shall retain the services of a licensed plumber for locating existing sewer/sanitation lines. The City will make available any plans or drawings in its possession for review. Cut and cap sanitary sewer at street property line. Should Contractor encounter cesspool/septic system and/or drywell, comply with applicable 11 Lake/Burlington Health District requirements for removal or abandonment.

The Contractor shall be responsible for verifying that all sources, including pressurized water, associated with applicable utilities, have been de-energized prior to demolition. Water service shall be shut off within the property as required in Subsection 1.1.B.6.

2. Existing Utilities: Demolish and remove existing utilities and utility structures.
3. Do not start demolition work until utility disconnections have been completed and verified in writing.
4. Demolish appropriate above ground pipelines and conduits associated with each selected structure on the site completely. Plug and/or fill floor drains and cleanouts.
5. Patching of Street Paving: Wherever excavations have been made in the public street or sidewalk/walkway for the purpose of disconnecting utility lines, or for any other purpose, the excavation shall be backfilled, thoroughly tamped, and replaced with pavement or cast-in-place concrete, in kind or substitute approved by City of 11 Lake, placed over the area in such a manner that the pavement is left with a smooth surface that matches the existing street or sidewalk/walkway and in accordance with City requirements. The Contractor is responsible for the excavation, backfilling, and patching, and must obtain the necessary excavation permits for backfilling and repair of all excavations.

### **D. Building Demolition**

1. Remove debris from multiple directions where possible so that the maximum segregation can be obtained. Grab specific identifiable sections of the building to remove select material in a controlled manner, thereby avoiding or minimizing damage to the adjacent structure or materials.
3. Proceed with demolition of structure systematically, from higher to lower level (if relevant). Complete building demolition operations above each floor or tier before disturbing supporting member on next lower level. Limit all falling, or temporary placement of, construction debris to within 20 feet of the structure.
4. Remove debris from elevated portions by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

5. Acceptable equipment and techniques include the use of an excavator mounted grapple with sufficient reach to safely demolish the building, or an excavator or other construction equipment without grapples.
6. Demolish buildings completely, inclusive of the foundation, to produce a cleared, nominally level site. The Contractor is solely responsible for the methods and performance of the work.

#### **E. Dust Suppression**

Employ fugitive dust control measures as detailed in the approved Demolition Work Plan. Ensure that no run-off of dust suppression fluid from work zones occurs. Coordinate water usage requirements with the Water, Sewer, and Fire Departments.

#### **F. Storage, Removal and Disposal Of Demolition Materials**

1. Storage of materials on-site shall be temporary only and in no event shall storage of debris occur on-site for more than thirty days. Storage shall be conducted in secure, clean, weatherproof containers (roll-offs or debris piles properly lined with 20 mil poly sheeting and covered with 6 mil poly sheeting) to prevent additional pollution or fugitive dust emissions. Limit height of stockpiles or containers plus contents to ten feet.
2. Remove materials in an orderly manner that will prevent spillage on streets or adjacent areas. If flood danger exists on-site, then remove materials to a safe area to the extent possible.
3. Except for items or materials indicated to be reused, salvaged, reinstalled or otherwise indicated to remain on Owner's property, remove and dispose materials off-site in an EPA-approved landfill in accordance with the applicable sections of this specification package and all Federal, State and local regulations. The Contractor shall receive Bill of Lading for each load of material shipped off-site for disposal. A copy of each Bill of Lading, including weight of the load as measured at the disposal facility, shall be returned to the City and will serve as the basis of payment for unit quantities. Loads of construction debris which are processed and returned to the site as fill or disposed off site at a facility other than a landfill shall have their weight measured at the processing/disposal facility on a scale inspected by the applicable government agency. The Contractor shall provide the Owner's Representative with a weight ticket certified by the processing/disposal facility. City reserves the right to confirm all load weights using an independent certified scale or weight facility.
4. Treat and discharge dust suppression fluids in accordance with applicable regulations. Dispose of existing drums of purge water located outside the west end of the building in accordance with applicable regulations. Provide copies of any waste manifests to the Owner's Representative within 15 days of disposal.
5. Do not burn demolished materials.

#### **G. Final Cleanup and Restoration**

1. At the completion of the demolition work, clean the entire project area of all debris. Remove and decontaminate if necessary all dust, dirt or other contaminants from driveways, roadways,

parking areas and surrounding buildings. Clean-up debris and spillage from the project on streets and adjacent areas completely. Return adjacent areas to condition existing before building demolition operations began.

2. Below Grade Areas: Fill below grade areas and voids resulting from building demolition operations with satisfactory materials.
3. Final Cleaning up: Before acceptance of the demolition work, the Contractor shall remove all unused material and rubbish from the work site. All ground occupied by the Contractor in connection with the work shall be restored. The lump sum price will include final cleanup of the entire building disturbed area.
4. General: Promptly repair any damage to adjacent construction caused by building demolition operations.
5. Final restoration of the site shall include filling any depressions created from the demolition with clean fill, grading the site smooth, spreading of topsoil and establishing grass.

#### **H. Recycling Demolished Materials**

Separate recyclable demolished materials from other demolished materials to the maximum extent possible. Separate recyclable materials by type.

1. Store components off the ground and protect from the weather.
2. Transport recyclable materials off Owner's property and legally dispose of them.

#### **I. Restoration**

Patch pavement or concrete that is disturbed within public streets or sidewalks according to the requirements of applicable sections of the specification and the City of 11 Lake.

**END OF SECTION 020050**

## SECTION 02080 ASBESTOS ABATEMENT

### PART 1 GENERAL

#### 1.1 SCOPE

- A. Work under this item shall include the abatement of asbestos containing materials (ACM) and associated work by persons who are knowledgeable, qualified, trained and licensed in the removal, treatment, handling, and disposal of ACM and the subsequent cleaning of the affected environment. ACM shall include material composed of any type of asbestos in amounts greater than one percent (1%) by weight. The Contractor performing this work shall possess a valid Asbestos Abatement Contractor license issued by the Connecticut Department of Public Health (CTDPH).
- B. These Specifications govern all work activities that disturb asbestos containing materials. All activities shall be performed in accordance with, but not limited to, the current revision of the OSHA General Industry Standard for Asbestos (29 CFR 1926.1001), the OSHA Asbestos in Construction Regulations (29 CFR 1926.1101), the USEPA Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) Regulations (40 CFR Part 61 Subpart M), the CTDPH Standards for Asbestos Abatement, Licensure and Training (19a-332a-1 through 16, 20-440-1 through 9 & 20-441), and the CTDEP Special Waste Disposal Regulations (22a-209-8(i)).
- C. The asbestos abatement work shall include the removal and disposal of all ACM as identified in the Specifications prior to the planned renovation/demolition project.
- D. Deviations from these Specifications require the written approval of the City of Norwich.

#### 1.2 DESCRIPTION OF WORK

- A. The following details the extent of each phase of operation designated for this project. Phase areas may be combined or divided at the direction of the City. Proceed through the sequencing of the work phases under the direction of the City.

Work includes the removal of materials identified in Table A, generally identified as:

- Miscellaneous materials used in residential construction

Contractor shall be responsible for removal of all walls, counters, cabinets, sinks, appliances, trim work, carpeting, etc., necessary in order to access the ACM. Asbestos

removal shall be performed in accordance with the CTDPH approved alternative work practice (AWP) for containment via critical barriers (and a single layer of 6 mil polyethylene sheeting covering or comprising the wall surfaces and covering the floor surfaces), with a pressure differential and contiguous decontamination system as well as CTDPH 19a-332a-5, 6 and 7, OSHA Class I, OSHA Class II and USEPA NESHAP requirements.

### 1.3 SUBMITTALS AND NOTICES

- A. The Contractor shall submit, in accordance with CTDPH Standard 19a-332a-3, proper notification using the prescribed form, to the Commissioner, State of Connecticut, Department of Public Health not fewer than ten (10) days prior to the commencement of work as follows:
1. Asbestos abatement projects involving greater than ten (10) linear feet (LF) or twenty-five (25) square feet (SF) of ACM (friable or non-friable) within a facility (i.e. interior abatement) and/or greater than 10 LF or 25 SF of friable ACM outside a facility, require an Asbestos Abatement Notification.
  2. At sites scheduled for demolition, asbestos abatement of exterior non-friable ACM or interior abatement involving less than 10 LF or 25 SF of ACM (friable or non-friable), and/or exterior abatement involving less than 10 LF or 25 SF of friable ACM require a Demolition Notification. In most cases, the Demolition Contractor is responsible for filing the Demolition Notification not fewer than ten (10) days prior to the commencement of demolition. However, if a portion of the demolition activities are scheduled to be conducted in conjunction with and/or under the supervision of an Asbestos Abatement Contractor (i.e. in the event of a structure which has been condemned, structurally damaged, and/or deemed unsafe for asbestos abatement activities); then it is the responsibility of the Asbestos Abatement Contractor to submit the Demolition Notification.
  3. In the event that an Asbestos Abatement Notification has been submitted and the subject facility is scheduled for demolition, a separate Demolition Notification form does not need to be submitted. In such cases, the submission of the Asbestos Abatement Notification form shall be deemed as satisfying the requirement for the notification of the demolition of the facility.
  4. The Contractor filing the proper notification is responsible for all associated fees.

5. If the Contractor intends to dispose of ACM waste within the State of Connecticut, a copy of the Asbestos Abatement/Demolition Notification must also be submitted to the Department of Environmental Protection, Solid Waste Management Unit, and the Contractor must obtain a CTDEP Special Waste Disposal authorization.
- B. An Alternative Work Practice (AWP) is not relevant to this project.
- C. Fifteen (15) working days prior to the commencement of asbestos abatement work, the Contractor shall submit to the City for review and acceptance and/or acknowledgment of the following:
1. Copies of all required notifications.
  2. AWP applications/approvals (if applicable).
  3. Permits and licenses for the removal, transport, and disposal of asbestos-containing or contaminated materials, including a CTDPH valid asbestos removal contractor's license.
  4. Documentation dated within the previous twelve (12) months, certifying that all employees have received USEPA Model Accreditation Plan approved asbestos worker/supervisor training in the proper handling of materials that contain asbestos; understand the health implications and risks involved, including the illnesses possible from exposure to airborne asbestos fibers; understands the use and limits of respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment as indicated in 29 CFR 1926.1101 on an initial and annual basis, and copies of all employees CTDPH asbestos worker and/or supervisor licenses.
  5. Documentation dated within the previous twelve (12) months, from a physician certifying that all employees who may be exposed to airborne asbestos in excess of the background level have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health affects. In addition, document that personnel have received medical monitoring required in 29 CFR 1926.1101. Employees shall also be informed of the specific types of respirators they shall be required to wear and the work he/she will be required to perform as well as special workplace conditions such as high temperature, high humidity and chemical contaminants to which he/she may be exposed. A copy of the medical records of each employee shall be available on the job-site.

6. Documentation dated within the previous twelve (12) months, of respiratory fit testing for all employees who must don a tight-fitting face piece respirator in order to perform asbestos abatement activities. This fit testing shall be in accordance with qualitative procedures as detailed in 29 CFR 1910.134.
  7. An exposure assessment for each specific asbestos job which will be performed during the course of this project. The data must meet the requirements of 1926.1101(f)(2)(ii). If data from prior asbestos abatement project(s) is submitted (i.e. a negative exposure assessment), the following information is required:
    - a. Date of project
    - b. Description of monitoring, analysis and work operations and practices
    - c. Type of material abated, percent and type of asbestos
    - d. Engineering controls
    - e. Experience of workers and supervisors
  8. Project time schedule for each phase of work.
  9. Copies of the EPA/State-approved certificates for the proposed asbestos landfill.
  10. Name and qualifications of the Asbestos Abatement Site Supervisor. This individual shall be the OSHA Competent Person for the abatement activities, shall have a minimum of three years working experience as an Asbestos Abatement Site Supervisor, shall be capable of identifying existing asbestos hazards and shall have the authority to implement corrective measures to eliminate such hazards. The Asbestos Abatement Site Supervisor shall be on-site at all times asbestos abatement is occurring, shall comply with applicable Federal, State and Local regulations which mandate work practices, and shall be capable of performing the work of this contract.
- D. No abatement shall commence until a copy of all required submittals have been received and found acceptable to the City. Those employees added to the Contractor's original list will be allowed to perform work only upon submittal to, and receipt of, all required paperwork by the City.
- E. Provide the City, within 30 days of completion of asbestos abatement, a compliance package; which shall include, but not be limited to, the following:
1. Copies of the abatement contractor's license;
  2. Notification/AWP approval; (if applicable)

3. Worker licenses, training certificates, medical clearance and respiratory fit testing documentation;
4. Asbestos Abatement Site Supervisor job log;
5. OSHA personnel air sampling data and exposure assessments;
6. Completed waste shipment records. The Contractor shall submit the original completed waste shipment records to the City.

#### 1.4 SEQUENCE OF WORK

- A. The Contractor shall proceed in accordance with the sequence of work as directed by the City. Work shall be divided into convenient Work Areas, each of which is to be completed as a separate unit.
- B. The Contractor shall use the following sequence for the asbestos abatement work:
  1. Release of work area to Contractor.
  2. A visual inspection of the work area to determine pre-existing damage to facility components.
  3. Removal of all moveable objects from the Work Areas undergoing abatement by the Contractor.
  4. All temporary utilities required for the project shall be on site and operational prior to the initiation of asbestos work.
  5. Abatement of all asbestos-containing materials by the Contractor.
  6. Final visual inspections by the Project Monitor.
  7. Air sampling by the Project Monitor for re-occupancy.
  8. Cleanup by the Contractor. Work Areas must be returned to their original condition of better.
  9. Removal of waste from the site.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. All materials shall be delivered to the job site in the original packages, containers, or bundles bearing the name of the manufacturer, the brand name and product technical description.



- B. No damaged or deteriorating materials shall be used. If material becomes contaminated with asbestos, the material shall be decontaminated or disposed of as asbestos-containing waste material. The cost to decontaminate and dispose of this material shall be at the expense of the Contractor.
- C. Fire retardant polyethylene sheet shall be in roll size to minimize the frequency of joints, with factory label indicating four (4) or six (6) mil thickness.
- D. Six (6) mil polyethylene disposable bags shall have pre-printed OSHA/EPA/DOT labels and shall be transparent.
- E. Tape (or equivalent) capable of sealing joints in adjacent polyethylene sheets and for the attachment of polyethylene sheets to finished or unfinished surfaces must be capable of adhering under both dry and wet conditions.
- F. Surfactant is a chemical wetting agent added to water to improve penetration and shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent. The surfactant shall be mixed with water to provide a concentration one (1) ounce surfactant to five (5) gallons of water, or as directed by the manufacturer.
- G. Spray equipment must be capable of mixing necessary chemical agents with water, generating sufficient pressure and volume; and equipped with adequate hose length to access all necessary work areas.
- H. Mechanical mastic removal equipment shall be suitable for the application and shall be operated in a manner which prevents damage to the underlying floor. Sanders, grinders, wire brushes and needle-gun type removal equipment shall be equipped with a High Efficiency Particulate Air (HEPA) filtered vacuum dust collection system.
- I. Containers for storage, transportation and disposal of asbestos containing waste material shall be impermeable and both air and watertight.
- J. Labels and warning signs shall conform to OSHA 29 CFR 1926.1101, USEPA 40 CFR Part 61.152, and USDOT 49 CFR Part 172 as appropriate.
- K. Encapsulant, a material used to chemically entrap asbestos fibers to prevent these fibers from becoming airborne, shall be of the type which has been approved by the City. Use shall be in accordance with manufacturer's printed technical data. The encapsulant shall be clear and must be compatible with new materials being installed, if any.
- L. Glovebag assembly shall be manufactured of six (6) mil transparent polyethylene or PVC with two (2) inward projecting long sleeve gloves, an internal pouch for tools, and an attached labeled receptacle for waste.

- M. Mastic removal chemicals shall be low odor and non-citrus based, with a flash point in excess of 140° F.
- N. Any planking, bracing, shoring, barricades and/or temporary sheet piling, necessary to appropriately perform work activities shall conform to all applicable federal, state and local regulations.

## 2.2 TOOLS AND EQUIPMENT

- A. Air monitoring equipment of the type and quantity required to monitor operations and conduct personnel exposure surveillance shall conform to OSHA requirements.
- B. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.
- C. Electrical equipment, protective devices and power cables shall conform to all applicable codes.
- D. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate. Showers shall be equipped with hot and cold or warm running water. One shower stall shall be provided for each eight workers. Water is filtered through a 5 micron and a 10 micron filter prior to being discharged into the city sewer/sanitary system.
- E. The Contractor may need to supply electrical power to the site by either fuel operated generator(s) or temporary restoration of electrical service. Electrical power supply will be sufficient for maintaining in operation all equipment required for this project throughout the duration of the project.
- F. Exhaust air filtration units shall be equipped with HEPA filters capable of providing sufficient air exhaust to create a minimum pressure differential of 0.02 inches of water column, and to allow a sufficient flow of air through the area providing 4 air changes per hour. An automatic warning system shall be incorporated into the equipment to indicate pressure drop or unit failure. No air movement system or air filtering equipment shall discharge unfiltered air outside the Regulated Area. The Contractor shall provide actual airflow measurement of filtration units while the unit is in place and calculate actual air exchange rates.
- G. Pressure differential monitoring equipment shall be provided to ensure exhaust air filtration devices provide the minimum pressure differential required between the Work Area and occupied areas of the facility.

- H. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of three micrometers in diameter or larger.
- I. Ladders and/or scaffolds shall be of adequate length, strength and sufficient quantity to support the work schedule.
- J. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the Work Area shall be provided as appropriate for the work.
- K. Spray equipment shall be capable of mixing wetting agent with water and capable of generating sufficient pressure and volume. Hose length shall be sufficient to reach all of the Regulated area.
- L. Mechanical mastic removal equipment shall be suitable for the application and shall be operated in a manner which prevents excessive damage to the underlying floor.

### **PART 3 EXECUTION**

#### **3.1 GENERAL REQUIREMENTS**

- A. The Abatement Contractor/Subcontractor shall possess a valid State of Connecticut Asbestos Contractor License. Should any portion of the work be subcontracted, the subcontractor must also possess a valid State of Connecticut Asbestos Contractor License. The Asbestos Abatement Site Supervisor employed by the Contractor shall be in control on the job site at all times during asbestos abatement work. All employees of the Contractor who shall perform work (i.e. Asbestos Abatement Site Supervisor, Asbestos Abatement Worker) shall be properly certified/licensed by the State of Connecticut to perform such duties.
- B. All labor, materials, tools, equipment, services, testing, insurance (with specific coverage for work on asbestos), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations, industry standards and codes, and these Specifications shall be provided by the Contractor. The Contractor shall be prepared to work all shifts and weekends throughout the course of this project.
- C. Prior to beginning work, the City and Contractor shall perform a visual survey of each work area and review conditions at the site for safety reasons. In addition, the Contractor shall instruct all workers in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this project.

- D. The Contractor shall:
1. Shutdown and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to the other areas of the building.
  2. Shut down and lock out electrical power, including all receptacles and light fixtures, when feasible. The use or isolation of electrical power will be coordinated with all other ongoing uses of electrical power at the site.
  3. Coordinate all power and fire alarm isolation with the appropriate representatives.
  4. When necessary, provide temporary power and adequate lighting and ensure safe installation of electrical equipment, including ground fault protection and power cables, in compliance with applicable electrical codes and OSHA requirements. The Contractor is responsible for proper connection and installation of electrical wiring.
- E. The Contractor may need to supply electrical power to the site by fuel operated generator(s). Electrical power supply shall be sufficient for all equipment required for this project in operation throughout the duration of the project. If the Contractor elects to supply electrical power to the work site through the use of generators, the Contractor shall ensure that each work area is a manageable size such that removal and final cleaning can be accomplished within one work shift while negative air machines are operating.
- F. Water service may not be available at the site. Contractor shall supply sufficient water for each shift to operate the decontamination shower units as well as to maintain the work areas adequately wet.
- G. Ladders and/or scaffolds shall be in compliance with OSHA requirements, and of adequate length, strength and sufficient quantity to support the scope of work. Use of ladders/scaffolds shall be in conformance with OSHA 29 CFR 1926 Subpart L and X requirements.
- H. Work performed at heights exceeding six feet (6') shall be performed in accordance with the OSHA Fall Protection Standard 29 CFR 1926 Subpart M including the use of fall arrest systems as applicable.
- I. Data provided regarding asbestos sampling conducted throughout the structure(s) is for informational purposes only. Under no circumstances shall this information be the sole means used by the Contractor for determining the presence and location of all asbestos containing materials. The Contractor shall verify all field conditions affecting performance of the work as described in these Specifications in accordance with OSHA, USEPA, USDOT, DEP standards.

Compliance with the applicable requirements is solely the responsibility of the Contractor.

- J. The City will provide a Project Monitor to oversee the activities of the Contractor. No asbestos work shall be performed until the Project Monitor is on-site. Pre-abatement, during abatement and post-abatement air sampling will be conducted as deemed necessary by the Project Monitor. Waste stream testing will be performed, as necessary, by the Project Monitor prior to waste disposal.

### 3.2 PREPARATION OF WORK AREA ENCLOSURE SYSTEM

- A. Pre-clean the work areas using HEPA filtered equipment (vacuum) and/or wet methods as appropriate, collecting and properly containing all dust and debris as asbestos-containing/asbestos contaminated waste. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of three micrometers in diameter or larger. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
- B. After pre-cleaning, movable objects shall be removed from the work areas with the utmost care to prevent damage of any kind and relocated to a temporary storage location coordinated with the City. The Contractor is responsible for protecting all fixed objects that are permanent fixtures or are too large to remove and remain inside the Regulated Area. Fixed objects shall be enclosed with one layer of six (6) mil polyethylene sheeting sealed with tape.
- C. Where non-ACM insulation exists within a Regulated Area, the Contractor has the option of removing the non-ACM insulation material and disposing of as ACM debris, or decontaminating and protecting non-ACM insulation material with two (2) layers of six (6) mil polyethylene sheeting. Any non-ACM insulation removed shall be replaced with new material of equal or better quality at the Contractor's expense.

### 3.3 WORKER DECONTAMINATION ENCLOSURE SYSTEM

- A. The Contractor shall establish contiguous to the Regulated Area, a Worker Decontamination Enclosure System consisting of Equipment Room, Shower Room and Clean Room in series, as detailed below. Access to the Regulated Area shall only be through this enclosure.
- B. Access between rooms in the Worker Decontamination Enclosure System shall be through airlocks. Other effective designs are permissible. The Clean Room, Shower Room and Equipment Room located within the Worker Decontamination Enclosure, shall be contiguously connected with taped airtight edges, thus ensuring the sole source of airflow originates from outside the regulated areas, once the negative pressure differential within the Regulated Area is established.

- C. The Clean Room shall be adequately sized to accommodate workers and shall be equipped with a suitable number of hooks, lockers, shelves, etc., for workers to store personal articles and clothing. Changing areas of the Clean Room shall be suitably screened from areas occupied by the public.
- D. The Shower Room shall be of sufficient capacity to accommodate the number of workers. One shower stall shall be provided for each eight (8) workers. Showers shall be equipped with hot and cold or warm running water through the use of electric hot water heaters supplied by the Contractor. No worker or other person shall leave a Regulated Area without showering. Shower water shall be collected and filtered using best available technology and dumped down an approved sanitary drain. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate.

#### 3.4 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM

- A. The Contractor shall establish contiguous to the Regulated Area an Equipment/Waste Removal Decontamination Enclosure System consisting of two (2) totally enclosed chambers divided by a double flap curtained opening. Other effective designs are permissible. This enclosure must be constructed so as to ensure that no personnel enter or exit through this unit.
- B. The Contractor shall ensure that no personnel or equipment be permitted to leave the Regulated Area until proper decontamination procedures (including HEPA vacuuming, wet wiping and showering) to remove all asbestos debris have occurred. No asbestos-contaminated materials or persons shall enter the Clean Room.

#### 3.5 SEPARATION OF WORK AREAS FROM OCCUPIED AREAS

- A. Seal off all windows, doorways, skylights, ducts, grilles, diffusers, vents, light fixtures, electrical receptacles, suspended ceiling tile systems and any other openings between the Regulated Area and the uncontaminated areas outside of the Regulated Area, including the outside of the building, with critical barriers consisting of a minimum of one (1) layer of six (6) mil polyethylene sheeting securing the edges with tape. Doorways and corridors which will not be used for passage during work and separate the regulated areas from occupied areas must be sealed with fixed critical barriers constructed of 2" x 4" wood or metal framing 16" O.C., with ½" plywood on the occupied side and two layers of six (6) mil polyethylene sheeting on the Regulated Area side to prevent unauthorized access or air flow.
- B. The Contractor shall create a negative pressure differential in the range of 0.02 to 0.04 inches of water column between the Regulated Area and surrounding areas by the use of acceptable negative air pressure equipment. Exhaust air

filtration units shall be equipped with HEPA filters capable of providing sufficient air exhaust to create a minimum pressure differential of 0.02 inches of water column, and to allow a sufficient flow of air through the area providing 4 air changes per hour. The Contractor shall provide a sufficient quantity of HEPA air filters to maintain the pressure differential throughout the duration of the project. An automatic warning system shall be incorporated into the equipment to indicate pressure drop or unit failure. Continuously monitor the pressure differential between the Regulated Area and surrounding area to ensure exhaust air filtration equipment maintains a minimum pressure differential of 0.02 inches of water column. The Contractor shall provide actual air flow measurement of filtration units while the unit is in place and calculate actual air exchange rates. No air movement system or air filtering equipment shall discharge unfiltered air outside the Regulated Area.

- C. A Negative Pressure Enclosure (NPE) shall be constructed via covering of floor and wall surfaces with polyethylene sheeting sealed with tape. Polyethylene shall be applied alternately to floors and walls. Cover floors first, with a layer of six (6) mil polyethylene sheeting, so that polyethylene extends at least twelve (12) inches up on wall. Cover wall with a layer of four (4) mil polyethylene sheeting to twelve (12) inches beyond the wall/floor intersection, thus overlapping the floor material by a minimum of twenty-four (24) inches. Repeat the process for the second layer of polyethylene. There shall be no seams at wall-to-floor joints. Protect carpet and floor tile with two additional layers of six (6) mil reinforced polyethylene in addition to the prior two layers required.
- D. Conspicuously label and maintain emergency and fire exits from the Regulated Area satisfactory to fire officials.
- E. Post warning signs meeting the specifications of OSHA 29 CFR 1910.1001 and 29 CFR 1926.1101 at each Regulated Area. In addition, signs shall be posted at all approaches to Regulated Areas so that an employee or building occupant may read the sign and take the necessary protective steps before entering the area. Additional signs may require posting following construction of workplace enclosure barriers.

### 3.6 ALTERNATE EXTERIOR NON-FRIABLE ASBESTOS SET-UP PROCEDURES

- A. In lieu of the establishment of a negative pressure enclosure (NPE) system as described by CTDPH Sections 19a-332a-5(c), 5(d), 5(e), and 5(h), non-friable ACM will be removed from exterior work areas within an outdoor Regulated Area(s). The regulated work area will be established by the use of appropriately labeled barrier tape and postings in compliance with CTDPH 19a-332a-5(a) as well as OSHA 29 CFR 1926.1101. A remote personnel decontamination unit as specified in Section 19a-332a-6 will be required. This method shall only be utilized provided exposure assessment air sampling data collected during the removal of the exterior non-friable materials indicates that the exposure levels during

removal of such materials do not exceed 0.1 asbestos f/cc. Should exposure assessment air sampling data exceed this level, and Citying efforts to reduce the airborne fiber levels not be successful in reducing the levels to less than 0.1 f/cc, removal shall occur within these areas under full containment conditions.

### 3.7 PERSONNEL PROTECTION

- A. The Contractor shall utilize all appropriate Citying controls and safety and protective equipment while performing the work in accordance with OSHA, USEPA, USDOT, CTDEP and CTDPH regulations.
- B. The Contractor shall provide and require all workers to wear protective clothing in the Regulated Areas where asbestos fiber concentrations may reasonably be expected to exceed the OSHA established Permissible Exposure Limits (PEL) or where asbestos contamination exists. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings.
- C. Respiratory protection shall be provided and shall meet the requirements of OSHA as required in 29 CFR 1910.134, and 29 CFR 1926.1101 as well as the requirements of the CTDPH regulations. A formal respiratory protection program must be implemented in accordance with 29 CFR 1926.1101 and 29 CFR 1910.134. The Contractor shall provide respirators from among those approved as being acceptable for protection by the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part II.
- D. All other necessary personnel protective equipment (i.e. hardhat, work boots, safety glasses, hearing protection, etc.) required to perform the asbestos abatement work activities shall conform to all applicable federal, state and local regulations.
- E. All other qualified and authorized persons entering into a Regulated Area (i.e. Project Monitor, Regulatory Agency Representative) shall adhere to the requirements of personnel protection as stated in this section.

### 3.8 ASBESTOS ABATEMENT PROCEDURES

- A. The Asbestos Abatement Site Supervisor, as the OSHA Competent Person shall be at the site at all times.
- B. The Contractor shall not begin abatement work until authorized by the Project Monitor, following a pre-abatement visual inspection.
- C. All workers and authorized persons shall enter and leave the Regulated Area through the Worker Decontamination Enclosure System, leaving contaminated protective clothing in the Equipment Room for reuse or disposal of as asbestos



contaminated waste. No one shall eat, drink, smoke, chew gum or tobacco, or apply cosmetics while in a Regulated Area.

- D. During removal, the Contractor shall spray asbestos materials with amended water using airless spray equipment capable of providing a "mist" application to reduce the release of airborne fibers. Spray equipment shall be capable of mixing wetting agent with water and capable of generating sufficient pressure and volume. Hose length shall be sufficient to reach all of the Regulated Area. Do not "flood" the area with hose type water supply equipment with the potential to create water releases from the regulated area.
- E. The Contractor shall continue to spray the asbestos materials with amended water, as necessary, throughout removal activities to ensure the asbestos materials remain adequately wet. The asbestos materials shall not be allowed to dry out.
- F. In order to minimize airborne asbestos concentrations inside the Regulated Area, the Contractor shall remove the adequately wetted asbestos in manageable sections. In addition, asbestos materials removed from any elevated level shall be carefully lowered to the floor.
- G. The Contractor shall promptly place the adequately wet asbestos material in disposal containers (six (6) mil polyethylene bags/fiber drum/poly-lined dumpsters, etc.) as it is removed. Large components removed intact may be wrapped in two (2) layers of six (6) mil polyethylene sheeting secured with tape. As the disposal containers are filled, the Contractor shall promptly seal the containers, apply caution labels and clean the containers before transportation to the equipment decontamination area. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Small components and asbestos-containing waste with sharp-edged components (e.g. nails, screws, metal lath, tin sheeting) which could tear polyethylene bags and sheeting shall be placed in clean drums and sealed with locking ring tops. All waste containers shall be leak-tight, (typically consisting of two layers of 6 mil poly (or bags)), and shall be properly labeled and placarded with OSHA Danger labels, DOT shipping labels, markings and placards and USEPA NESHAP generators labels. Containers shall be decontaminated by wet cleaning and HEPA vacuuming within the equipment decontamination area prior to exiting the regulated area. Wet clean each container thoroughly before moving to Holding Area.
- H. If at any time during asbestos removal, the Project Monitor should suspect contamination of areas outside the Regulated Area, the Contractor shall immediately stop all abatement work and take steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and/or visual inspections determine decontamination.

- I. After completion of abatement work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work the surfaces being cleaned shall be kept wet. Cleaning shall also include the use of HEPA filtered vacuum equipment.

### 3.9 CLEAN-UP PROCEDURES

- A. The Contractor shall also remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris which may have splattered or collected on the polyethylene Citying controls/barriers.
- B. The Contractor shall clean surfaces of contaminated containers and equipment thoroughly by vacuuming with HEPA filtered equipment and wet sponging or wiping before moving such items into the Equipment Decontamination Enclosure System for final cleaning and removal to uncontaminated areas.
- C. The Contractor shall remove contamination from the exteriors of the air filtration devices, scaffolding, ladders, extension cords, hoses and other equipment inside the Regulated Area. Cleaning may be accomplished by brushing, HEPA vacuuming and/or wet cleaning. The Contractor shall wet wipe the Regulated Area beginning at the point farthest away from the negative air filtration units using cotton rags or lint free paper towels. Rags and towels shall be disposed of after each use. Workers should avoid the use of dirty rags to insure proper cleaning of surfaces. Mop the entire floor with a clean mop head and amended water. Water shall be changed frequently. For those Regulated Areas where lead is also disturbed, the cleaning shall also include a wet washing with a high phosphate detergent solution and HEPA vacuuming. Waste water shall be filtered using best available technology into leak-proof containers prior to being transported to a sanitary sewer for discharge.
- D. Once the Regulated Area surfaces have dried, the Project Monitor shall perform a thorough post abatement visual inspection utilizing protocols from the ASTM Standard E1368-90 *Standard Practice for Visual Inspection of Asbestos Abatement Projects*. All surfaces within the Regulated Area, including but not limited to ledges, beams, and hidden locations shall be inspected for visible residue. Evidence of asbestos contamination identified during this inspection will necessitate further cleaning as heretofore specified. The area shall be re-cleaned at the Contractor's expense, until the standard of cleaning is achieved.
- E. Once the area has received a satisfactory post-abatement visual inspection, any equipment, tools or materials not required for completion of the work, shall be removed by the Contractor from the Regulated Area. Negative air filtration devices shall remain in place and operating for the remainder of the clean-up operation.

- F. Following the post-abatement visual, the Contractor shall apply a lock-down encapsulant to all surfaces within the Regulated Area from which asbestos has been removed and the cleaned inner layer of polyethylene.

### 3.10 AIR MONITORING REQUIREMENTS

- A. The Contractor shall:
  - 1. Provide air monitoring equipment including sample filter cassettes of the type and quantity required to properly monitor operations and personnel exposure surveillance throughout the duration of the project.
  - 2. Conduct personnel exposure assessment air sampling, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours and shall be available for review until the job is complete.
- B. The Project Monitor, acting as the representative of the City during abatement activities, will:
  - 1. Collect air samples in accordance with the current revision of the NIOSH 7400 Method of Air Sampling for Airborne Asbestos Fibers while overseeing the activities of the Abatement Contractor. Frequency and duration of the air sampling during abatement will be representative of the actual conditions at the abatement site. The size and configuration of the asbestos project will be a factor in the number of samples required to monitor the abatement activities and shall be determined by the Project Monitor. The following schedule of samples may be collected by the Project Monitor:
    - a. Pre-Abatement (Optional)
      - i. Background areas
      - ii. Area(s) adjacent to Work Area(s)
      - iii. Work Area(s)
    - b. During Abatement (Optional)
      - i. At the exhaust of air filtering device
      - ii. Within Regulated Area(s)
      - iii. Area(s) adjacent to Regulated Areas(s) (exterior to critical barriers)
      - iv. At the Decontamination Enclosure System
    - c. Post-Abatement (reoccupancy air clearance testing)
      - i. Interior Regulated NPE Area - At least five (5) per homogenous area

| Abatement Activity   | Pre-Abatement | During Abatement | Post-Abatement |
|--|---------------|------------------|----------------|
| Greater than 1500 SF/500 LF – Interior                         | PCM           | PCM              | TEM            |
| Greater than 3 LF/3 SF and Less than 1500 SF/500 LF – Interior | PCM           | PCM              | PCM            |
| Spot Removal and Glovebag Procedures (<3 LF/3 SF)              | ---           | PCM              | ---            |
| Exterior Friable/Non-Friable                                   | ---           | PCM              | ---            |

- C. If air samples collected outside of the Regulated Area during abatement activities indicate airborne fiber concentrations greater than original background levels, or greater than 0.1 f/cc, as determined by Phase Contrast Microscopy, whichever is larger, an examination of the Regulated Area perimeter shall be conducted and the integrity of barriers shall be restored. Cleanup of surfaces outside the Regulated Area using HEPA vacuum equipment or wet cleaning techniques shall be done prior to resuming abatement activities.

### 3.11 POST-ABATEMENT REOCCUPANCY PROCEDURES

- A. For interior NPE Regulated Areas, clearance air sampling will be performed by the Project Monitor as specified in the Air Sampling Schedule. Clearance sampling will be undertaken using aggressive sampling techniques. Sampling and analysis of clearance samples will follow State of Connecticut Regulations, Section 19a-332a-12. Areas which do not comply shall continue to be cleaned by and at the Contractors expense, until the specified Standard of Cleaning is achieved as evidenced by results of air testing. When the Regulated Area passes the re-occupancy clearance, controls established by these Specifications may be removed.
1. Air sampling will not begin until after the area has received an acceptable post abatement visual inspection, encapsulation has been completed, and no visible water, liquid encapsulant or condensation remain in the Regulated Area.
  2. Sampling equipment will be placed at random throughout the Regulated Area.
  3. The following aggressive air sampling procedures will be used within the Regulated Area during all air clearance monitoring:
    - a. Before starting the sampling pumps, direct the exhaust from forced air equipment (such as a 1 horsepower leaf blower) against all walls, ceilings, floors, ledges and other surfaces in the Regulated Area.
    - b. Pre-calibrate the sampling pump flow rates through the use of a rotameter calibrated to a primary standard.
    - c. Start the sampling pumps and sample for the required time.
    - d. Post-calibrate the sampling pump flow rates.

4. Air volumes taken for clearance sampling shall be sufficient to accurately determine (to a 95 percent probability) fiber concentrations to 0.010 f/cc of air (1,200 liters).
5. Analysis shall follow the requirements of CTDPH 19a-332a-12.
6. Each homogeneous Regulated Area which does not meet the clearance criteria shall be thoroughly recleaned using HEPA vacuuming and/or wet cleaning, with the negative pressure ventilation system in operation. New samples shall be collected in the Regulated Area as described above. The process shall be repeated until the Regulated Area passes the test, with the cost of repeat sampling being borne entirely by the Contractor.
7. For an asbestos abatement project with more than one homogeneous Regulated Area, the release criterion shall be applied independently to each Regulated Area.
8. These clearance sampling procedures may also be implemented for exterior NPE work areas at the discretion of the City.

### 3.12 POST ABATEMENT WORK AREA DEREGULATION

- A. The Contractor shall remove all remaining polyethylene, including critical barriers, and Decontamination Enclosure Systems leaving negative air filtration devices in operation. HEPA vacuum and/or wet wipe any visible residue which is uncovered during this process. All waste generated during this disassembly process shall be discarded as ACM waste.
- B. A final visual inspection of the work area shall be conducted by the Competent Person and the Project Monitor to ensure that all visible accumulations of suspect materials have been removed and that no equipment or materials associated with the abatement project remain.
- C. The Contractor shall restore all work areas and auxiliary areas utilized during work to conditions equal to or better than original. Any damage caused during the performance of the work activity shall be repaired by the Contractor at no additional expense to the City.

### 3.13 WASTE DISPOSAL

- A. Unless otherwise specified, all removed materials and debris resulting from execution of this project shall become the responsibility of the Contractor and removed from the premises. Materials not scheduled for reuse shall be removed from the site and disposed of in accordance with all applicable Federal, State and Local requirements.

- B. Waste removal dumpsters and cargo areas of transport vehicles shall be lined with a layer of six (6) mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first, and shall be extended up sidewalls 12-inches. Wall sheeting shall overlap floor sheeting 24-inches and shall be taped into place.
- C. OSHA "Danger" signs must be attached to vehicles used to transport asbestos-containing waste prior to loading ACM waste. The signs must be posted so that they are plainly visible.
- D. Waste haulers and disposal facilities utilized shall match those indicated on the submitted CTDPH notification.
- E. Ensure all waste containers (bags, drums, etc.) are properly packed, sealed and labeled with USEPA NESHAP generator labels, OSHA danger labels and DOT shipping labels. For each shipment of ACM waste, the Contractor shall complete an EPA-approved asbestos waste shipment record.
- F. Authorized representatives signing waste shipment records on behalf of the generator must have USDOT Shipper Certification training in accordance with HMR 49 CFR Parts 171-180.
- G. Transport vehicles hauling ACM waste shall have appropriate USDOT placards visible on all four (4) sides of the vehicle.
- H. The Contractor shall dispose of asbestos-containing and/or asbestos contaminated material at an EPA authorized site and must be in compliance with the requirements of the Special Waste Provisions of the Office of Solid Waste Management, Department of Environmental Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.
- I. Any asbestos-containing and/or asbestos-contaminated waste materials which also contain other hazardous contaminants shall be disposed of in accordance with the EPA's Resource Conservation and Recovery Act (RCRA), CTDEP and ConnDOT requirements. Materials may be required to be stored on-site and tested by the Project Monitor to determine proper waste disposal requirements.

**END OF SECTION 02080**



# *Mystic Air Quality Consultants, Inc.*

*1204 North Road, Groton, Connecticut 06340*

*www.mysticair.com*

*maq2@aol.com*

*800 247-7746*

February 7, 2018

Mr. Jim Troeger  
City of Norwich  
23 Union Street  
Norwich, CT 06360

Re: **Limited and Directed Pre-Demolition Asbestos Survey (2/1/18)**  
11 Lake Street  
Norwich, CT

Dear Mr. Troeger:

As requested, Mystic Air Quality Consultants, Inc. conducted a limited and directed pre-demolition survey at the address above on February 1<sup>st</sup>, 2018. This survey was conducted by a Connecticut State licensed asbestos inspector Bryce Aston (license #000161), to determine the presence of asbestos-containing materials. The samples were analyzed by polarized light microscopy at Environmental Hazards Services (NVLAP # 101882-0) in Virginia.

### **Summary of the findings**

**Upon testing by polarized light microscopy, the following samples were found to be asbestos containing:**

| <b>Sample #s</b> | <b>Material/Location</b>  | <b>Estimated Affected Area</b> |
|------------------|---|--------------------------------|
| 10-12            | Flooring & Mastic/ 1 <sup>st</sup> Floor Kitchen – bottom layer | 175 sq. ft.                    |
| 64-66            | Transite Siding/ Exterior – siding                              | 4000 sq. ft./All               |
| 70-72            | Window Glazing/ Exterior – basement windows                     | 8 windows/All                  |

### **Special Considerations**

**Inspector Noted: The building is severely fire damaged. Damage is primarily located on the 2<sup>nd</sup> and 3<sup>rd</sup> floors. There was no access to the basement.**

### **Implications of the findings**

As required by state and federal regulations prior to demolition, all the asbestos-containing materials that will be disturbed will need to be removed by a licensed asbestos abatement contractor -employing trained and certified personnel who follow all pertinent asbestos abatement regulations.



# *Mystic Air Quality Consultants, Inc.*

*1204 North Road, Groton, Connecticut 06340*

*www.mysticair.com*

*maq2@aol.com*

*800 247-7746*

## **Limitations of the survey**

This survey and report only deal with accessible areas of the buildings. Additionally, there may be other non-accessible materials above ceilings, behind walls, and below floors that become evident during your demolition activity. Should the requisite EPA/OSHA competent person working for the contractor discover such materials they will need to be tested for asbestos content so determinations of their abatement and disposal (if required) can be made.

Please do not hesitate to contact us with questions relating to the sample results. We thank you for the opportunity to conduct this survey.

Sincerely,

A handwritten signature in cursive script, appearing to read "C. Eident".

Christopher J. Eident CIH, CSP, RS  
CEO

- Enclosure 1: Asbestos Lab Results
- Enclosure 2: Chain of Custody
- Enclosure 3: Roster of Suspect Materials
- Enclosure 4: Reference Diagram
- Enclosure 5: Photos





Environmental Hazards Services, L.L.C.  
 7469 Whitepine Rd  
 Richmond, VA 23237  
 Telephone: 800.347.4010

## Asbestos Bulk Analysis Report

Report Number: 18-02-00264

Client: Mystic Air Quality Consultants  
 1204 North Road Rt. 117  
 Groton, CT 06340

Received Date: 02/02/2018  
 Analyzed Date: 02/06/2018  
 Reported Date: 02/07/2018

Project/Test Address: 11 Lake St.; Norwich, CT

Client Number:  
 07-2564

Fax Number:  
 860-449-8860

# Laboratory Results

| Lab Sample Number | Client Sample Number | Layer Type | Lab Gross Description          | Asbestos | Other Materials                 |
|-------------------|----------------------|------------|--------------------------------|----------|---------------------------------|
| 18-02-00264-001   | 1                    |            | Black Fibrous;<br>Homogeneous  | NAD      | 95% Cellulose<br>5% Non-Fibrous |
| 18-02-00264-002   | 2                    |            | Black Fibrous;<br>Homogeneous  | NAD      | 95% Cellulose<br>5% Non-Fibrous |
| 18-02-00264-003   | 3                    |            | Black Fibrous;<br>Homogeneous  | NAD      | 95% Cellulose<br>5% Non-Fibrous |
| 18-02-00264-004   | 4                    |            | Green Granular;<br>Homogeneous | NAD      | 100% Non-Fibrous                |
| 18-02-00264-005   | 5                    |            | Green Granular;<br>Homogeneous | NAD      | 100% Non-Fibrous                |

## Environmental Hazards Services, L.L.C

Client Number: 07-2564  
 Project/Test Address: 11 Lake St.; Norwich, CT

Report Number: 18-02-00264

| Lab Sample Number | Client Sample Number | Layer Type | Lab Gross Description                                      | Asbestos | Other Materials                  |
|-------------------|----------------------|------------|--|----------|----------------------------------|
| 18-02-00264-006   | 6                    |            | Green Granular;<br>Homogeneous                             | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-007A  | 7                    | Felt       | Brown/Green/Black<br>Fibrous; Inhomogeneous                | NAD      | 95% Cellulose<br>5% Non-Fibrous  |
| No vinyl present. |                      |            |  |          |                                  |
| 18-02-00264-007B  | 7                    | Mastic     | Brown Adhesive;<br>Homogeneous                             | NAD      | 4% Cellulose<br>96% Non-Fibrous  |
| 18-02-00264-008A  | 8                    | Linoleum   | Blue Vinyl;<br>Brown/Green/Black<br>Fibrous; Inhomogeneous | NAD      | 40% Cellulose<br>60% Non-Fibrous |
| 18-02-00264-008B  | 8                    | Mastic     | Brown Adhesive;<br>Homogeneous                             | NAD      | 5% Cellulose<br>95% Non-Fibrous  |
| 18-02-00264-009A  | 9                    | Linoleum   | Blue Vinyl;<br>Brown/Green/Black<br>Fibrous; Inhomogeneous | NAD      | 40% Cellulose<br>60% Non-Fibrous |
| 18-02-00264-009B  | 9                    | Mastic     | Brown Adhesive;<br>Homogeneous                             | NAD      | 6% Cellulose<br>94% Non-Fibrous  |
| 18-02-00264-010A  | 10                   | Linoleum I | Gray Vinyl; Tan Fibrous;<br>Inhomogeneous                  | NAD      | 40% Cellulose<br>60% Non-Fibrous |

## Environmental Hazards Services, L.L.C

Client Number: 07-2564  
 Project/Test Address: 11 Lake St.; Norwich, CT

Report Number: 18-02-00264

| Lab Sample Number         | Client Sample Number | Layer Type  | Lab Gross Description                     | Asbestos                        | Other Materials                  |
|---------------------------|----------------------|-------------|---|---------------------------------|----------------------------------|
| 18-02-00264-010B          | 10                   | Mastic I    | Tan Adhesive;<br>Homogeneous              | NAD                             | 3% Cellulose<br>97% Non-Fibrous  |
| 18-02-00264-010C          | 10                   | Linoleum II | Tan/Green Vinyl;<br>Homogeneous           | NAD                             | 100% Non-Fibrous                 |
| 18-02-00264-010D          | 10                   | Mastic II   | Yellow Adhesive;<br>Homogeneous           | 3% Chrysotile                   | 1% Cellulose<br>96% Non-Fibrous  |
| <b>Total Asbestos: 3%</b> |                      |             |   |                                 |                                  |
| 18-02-00264-011A          | 11                   | Linoleum I  | Gray Vinyl; Tan Fibrous;<br>Inhomogeneous | NAD                             | 40% Cellulose<br>60% Non-Fibrous |
| 18-02-00264-011B          | 11                   | Mastic I    | Tan Adhesive;<br>Homogeneous              | NAD                             | 2% Cellulose<br>98% Non-Fibrous  |
| 18-02-00264-011C          | 11                   | Linoleum II | Tan/Green Vinyl;<br>Homogeneous           | NAD                             | 100% Non-Fibrous                 |
| 18-02-00264-011D          | 11                   | Mastic II   |   | Did Not Analyze (Positive Stop) |                                  |
| 18-02-00264-012A          | 12                   | Linoleum I  | Gray Vinyl; Tan Fibrous;<br>Inhomogeneous | NAD                             | 40% Cellulose<br>60% Non-Fibrous |

## Environmental Hazards Services, L.L.C

**Client Number:** 07-2564  
**Project/Test Address:** 11 Lake St.; Norwich, CT

**Report Number:** 18-02-00264

| Lab Sample Number | Client Sample Number | Layer Type  | Lab Gross Description                        | Asbestos                        | Other Materials                  |
|-------------------|----------------------|-------------|--|---------------------------------|----------------------------------|
| 18-02-00264-012B  | 12                   | Mastic I    | Tan Adhesive;<br>Homogeneous                 | NAD                             | 4% Cellulose<br>96% Non-Fibrous  |
| 18-02-00264-012C  | 12                   | Linoleum II | Tan/Green Vinyl;<br>Homogeneous              | NAD                             | 100% Non-Fibrous                 |
| 18-02-00264-012D  | 12                   | Mastic II   |  | Did Not Analyze (Positive Stop) |                                  |
| 18-02-00264-013   | 13                   |             | Gray Powder;<br>Homogeneous                  | NAD                             | 5% Cellulose<br>95% Non-Fibrous  |
| 18-02-00264-014   | 14                   |             | Gray Powder;<br>Homogeneous                  | NAD                             | 5% Cellulose<br>95% Non-Fibrous  |
| 18-02-00264-015   | 15                   |             | Gray Powder;<br>Homogeneous                  | NAD                             | 5% Cellulose<br>95% Non-Fibrous  |
| 18-02-00264-016   | 16                   |             | Gray Powder;<br>Homogeneous                  | NAD                             | 5% Cellulose<br>95% Non-Fibrous  |
| 18-02-00264-017   | 17                   |             | Gray Powder; Brown<br>Fibrous; Inhomogeneous | NAD                             | 20% Cellulose<br>80% Non-Fibrous |

## Environmental Hazards Services, L.L.C

**Client Number:** 07-2564  
**Project/Test Address:** 11 Lake St.; Norwich, CT

**Report Number:** 18-02-00264

| Lab Sample Number | Client Sample Number | Layer Type      | Lab Gross Description              | Asbestos | Other Materials                 |
|-------------------|----------------------|-----------------|------------------------------------|----------|---------------------------------|
| 18-02-00264-018   | 18                   |                 | Green Granular;<br>Homogeneous     | NAD      | 100% Non-Fibrous                |
| 18-02-00264-019   | 19                   |                 | Gray Granular;<br>Homogeneous      | NAD      | 100% Non-Fibrous                |
| 18-02-00264-020   | 20                   |                 | Green Granular;<br>Homogeneous     | NAD      | 100% Non-Fibrous                |
| 18-02-00264-021A  | 21                   | Ceramic<br>Tile | White Cementitious;<br>Homogeneous | NAD      | 100% Non-Fibrous                |
| 18-02-00264-021B  | 21                   | Mastic          | White Adhesive;<br>Homogeneous     | NAD      | 2% Cellulose<br>98% Non-Fibrous |
| 18-02-00264-021C  | 21                   | Grout           | White Granular;<br>Homogeneous     | NAD      | 100% Non-Fibrous                |
| 18-02-00264-022A  | 22                   | Ceramic<br>Tile | White Cementitious;<br>Homogeneous | NAD      | 100% Non-Fibrous                |
| 18-02-00264-022B  | 22                   | Mastic          | White Adhesive;<br>Homogeneous     | NAD      | 100% Non-Fibrous                |

# Environmental Hazards Services, L.L.C

Client Number: 07-2564  
Project/Test Address: 11 Lake St.; Norwich, CT

Report Number: 18-02-00264

| Lab Sample Number | Client Sample Number | Layer Type      | Lab Gross Description   | Asbestos | Other Materials                  |
|-------------------|----------------------|-----------------|---|----------|----------------------------------|
| 18-02-00264-022C  | 22                   | Grout           | White Granular;<br>Homogeneous                                  | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-023A  | 23                   | Ceramic<br>Tile | White Cementitious;<br>Homogeneous                              | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-023B  | 23                   | Mastic          | White Adhesive;<br>Homogeneous                                  | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-023C  | 23                   | Grout           | White Granular;<br>Homogeneous                                  | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-024   | 24                   |                 | Gray Powder; Brown<br>Fibrous; White Granular;<br>Inhomogeneous | NAD      | 20% Cellulose<br>80% Non-Fibrous |
| 18-02-00264-025   | 25                   |                 | Gray Powder; Brown<br>Fibrous; White Granular;<br>Inhomogeneous | NAD      | 20% Cellulose<br>80% Non-Fibrous |
| 18-02-00264-026   | 26                   |                 | Gray Powder; Brown<br>Fibrous; White Granular;<br>Inhomogeneous | NAD      | 20% Cellulose<br>80% Non-Fibrous |
| 18-02-00264-027   | 27                   |                 | Gray Powder; Brown<br>Fibrous; White Granular;<br>Inhomogeneous | NAD      | 20% Cellulose<br>80% Non-Fibrous |

## Environmental Hazards Services, L.L.C

Client Number: 07-2564  
 Project/Test Address: 11 Lake St.; Norwich, CT

Report Number: 18-02-00264

| Lab Sample Number | Client Sample Number | Layer Type | Lab Gross Description                                     | Asbestos | Other Materials                  |
|-------------------|----------------------|------------|---|----------|----------------------------------|
| 18-02-00264-028   | 28                   |            | Gray Powder; Brown Fibrous; White Granular; Inhomogeneous | NAD      | 20% Cellulose<br>80% Non-Fibrous |
| 18-02-00264-029   | 29                   |            | Brown Granular; Homogeneous                               | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-030   | 30                   |            | Brown Granular; Homogeneous                               | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-031   | 31                   |            | Brown Granular; Homogeneous                               | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-032A  | 32                   | Linoleum   | Yellow Vinyl; Blue Fibrous; Inhomogeneous                 | NAD      | 40% Cellulose<br>60% Non-Fibrous |
| 18-02-00264-032B  | 32                   | Mastic     | Tan Adhesive; Homogeneous                                 | NAD      | 3% Cellulose<br>97% Non-Fibrous  |
| 18-02-00264-033A  | 33                   | Linoleum   | Yellow Vinyl; Blue Fibrous; Inhomogeneous                 | NAD      | 40% Cellulose<br>60% Non-Fibrous |
| 18-02-00264-033B  | 33                   | Mastic     | Yellow Adhesive; Homogeneous                              | NAD      | 2% Cellulose<br>98% Non-Fibrous  |

## Environmental Hazards Services, L.L.C

Client Number: 07-2564  
 Project/Test Address: 11 Lake St.; Norwich, CT

Report Number: 18-02-00264

| Lab Sample Number | Client Sample Number | Layer Type | Lab Gross Description                     | Asbestos | Other Materials                  |
|-------------------|----------------------|------------|---|----------|----------------------------------|
| 18-02-00264-034A  | 34                   | Linoleum   | Yellow Vinyl; Blue Fibrous; Inhomogeneous | NAD      | 40% Cellulose<br>60% Non-Fibrous |
| 18-02-00264-034B  | 34                   | Mastic     | Yellow Adhesive; Homogeneous              | NAD      | 3% Cellulose<br>97% Non-Fibrous  |
| 18-02-00264-035A  | 35                   | Tile       | Black Vinyl; Homogeneous                  | NAD      | 1% Synthetic<br>99% Non-Fibrous  |
| 18-02-00264-035B  | 35                   | Mastic     | Clear Adhesive; Homogeneous               | NAD      | 4% Cellulose<br>96% Non-Fibrous  |
| 18-02-00264-036A  | 36                   | Tile       | Black Vinyl; Homogeneous                  | NAD      | 1% Synthetic<br>99% Non-Fibrous  |
| 18-02-00264-036B  | 36                   | Mastic     | Clear Adhesive; Homogeneous               | NAD      | 4% Cellulose<br>96% Non-Fibrous  |
| 18-02-00264-037A  | 37                   | Tile       | Black Vinyl; Homogeneous                  | NAD      | 1% Synthetic<br>99% Non-Fibrous  |
| 18-02-00264-037B  | 37                   | Mastic     | Clear Adhesive; Homogeneous               | NAD      | 4% Cellulose<br>96% Non-Fibrous  |



# Environmental Hazards Services, L.L.C

Client Number: 07-2564  
Project/Test Address: 11 Lake St.; Norwich, CT

Report Number: 18-02-00264

| Lab Sample Number | Client Sample Number | Layer Type   | Lab Gross Description           | Asbestos | Other Materials                 |
|-------------------|----------------------|--------------|---------------------------------|----------|---------------------------------|
| 18-02-00264-038A  | 38                   | Ceramic Tile | Brown Cementitious; Homogeneous | NAD      | 100% Non-Fibrous                |
| 18-02-00264-038B  | 38                   | Mastic       | Yellow Adhesive; Homogeneous    | NAD      | 1% Cellulose<br>99% Non-Fibrous |
| 18-02-00264-038C  | 38                   | Grout        | White Granular; Homogeneous     | NAD      | 100% Non-Fibrous                |
| 18-02-00264-039A  | 39                   | Ceramic Tile | Brown Cementitious; Homogeneous | NAD      | 100% Non-Fibrous                |
| 18-02-00264-039B  | 39                   | Mastic       | Yellow Adhesive; Homogeneous    | NAD      | 1% Cellulose<br>99% Non-Fibrous |
| 18-02-00264-039C  | 39                   | Grout        | White Granular; Homogeneous     | NAD      | 100% Non-Fibrous                |
| 18-02-00264-040A  | 40                   | Ceramic Tile | Brown Cementitious; Homogeneous | NAD      | 100% Non-Fibrous                |
| 18-02-00264-040B  | 40                   | Mastic       | Yellow Adhesive; Homogeneous    | NAD      | 1% Cellulose<br>99% Non-Fibrous |

## Environmental Hazards Services, L.L.C

Client Number: 07-2564  
 Project/Test Address: 11 Lake St.; Norwich, CT

Report Number: 18-02-00264

| Lab Sample Number | Client Sample Number | Layer Type | Lab Gross Description                     | Asbestos | Other Materials                  |
|-------------------|----------------------|------------|---|----------|----------------------------------|
| 18-02-00264-040C  | 40                   | Grout      | White Granular;<br>Homogeneous            | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-041   | 41                   |            | Gray Vinyl; Tan Fibrous;<br>Inhomogeneous | NAD      | 40% Cellulose<br>60% Non-Fibrous |
| 18-02-00264-042   | 42                   |            | Gray Vinyl; Tan Fibrous;<br>Inhomogeneous | NAD      | 40% Cellulose<br>60% Non-Fibrous |
| 18-02-00264-043   | 43                   |            | Gray Vinyl; Tan Fibrous;<br>Inhomogeneous | NAD      | 40% Cellulose<br>60% Non-Fibrous |
| 18-02-00264-044A  | 44                   | Tile       | Gray Vinyl; Homogeneous                   | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-044B  | 44                   | Mastic     | Tan Adhesive;<br>Homogeneous              | NAD      | 5% Cellulose<br>95% Non-Fibrous  |
| 18-02-00264-045A  | 45                   | Tile       | Gray Vinyl; Homogeneous                   | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-045B  | 45                   | Mastic     | Tan Adhesive;<br>Homogeneous              | NAD      | 5% Cellulose<br>95% Non-Fibrous  |
| 18-02-00264-046A  | 46                   | Tile       | Gray Vinyl; Homogeneous                   | NAD      | 100% Non-Fibrous                 |

## Environmental Hazards Services, L.L.C

Client Number: 07-2564  
 Project/Test Address: 11 Lake St.; Norwich, CT

Report Number: 18-02-00264

| Lab Sample Number | Client Sample Number | Layer Type      | Lab Gross Description             | Asbestos | Other Materials                 |
|-------------------|----------------------|-----------------|-----------------------------------|----------|---------------------------------|
| 18-02-00264-046B  | 46                   | Mastic          | Tan Adhesive;<br>Homogeneous      | NAD      | 6% Cellulose<br>94% Non-Fibrous |
| 18-02-00264-047A  | 47                   | Tile            | Gray Vinyl; Homogeneous           | NAD      | 100% Non-Fibrous                |
| 18-02-00264-047B  | 47                   | Mastic          | Clear Adhesive;<br>Homogeneous    | NAD      | 8% Cellulose<br>92% Non-Fibrous |
| 18-02-00264-048A  | 48                   | Tile            | Gray Vinyl; Homogeneous           | NAD      | 100% Non-Fibrous                |
| 18-02-00264-048B  | 48                   | Mastic          | Clear Adhesive;<br>Homogeneous    | NAD      | 7% Cellulose<br>93% Non-Fibrous |
| 18-02-00264-049A  | 49                   | Tile            | Gray Vinyl; Homogeneous           | NAD      | 100% Non-Fibrous                |
| 18-02-00264-049B  | 49                   | Mastic          | Clear Adhesive;<br>Homogeneous    | NAD      | 7% Cellulose<br>93% Non-Fibrous |
| 18-02-00264-050A  | 50                   | Ceramic<br>Tile | Gray Cementitious;<br>Homogeneous | NAD      | 100% Non-Fibrous                |
| 18-02-00264-050B  | 50                   | Mastic          | Yellow Adhesive;<br>Homogeneous   | NAD      | 2% Cellulose<br>98% Non-Fibrous |

## Environmental Hazards Services, L.L.C

**Client Number:** 07-2564

**Report Number:** 18-02-00264

**Project/Test Address:** 11 Lake St.; Norwich, CT

| Lab Sample Number | Client Sample Number | Layer Type      | Lab Gross Description                       | Asbestos | Other Materials                  |
|-------------------|----------------------|-----------------|---|----------|----------------------------------|
| 18-02-00264-050C  | 50                   | Grout           | White Granular;<br>Homogeneous              | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-051A  | 51                   | Ceramic<br>Tile | Gray Cementitious;<br>Homogeneous           | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-051B  | 51                   | Mastic          | Yellow Adhesive;<br>Homogeneous             | NAD      | 2% Cellulose<br>98% Non-Fibrous  |
| 18-02-00264-051C  | 51                   | Grout           | White Granular;<br>Homogeneous              | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-052A  | 52                   | Ceramic<br>Tile | Gray Cementitious;<br>Homogeneous           | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-052B  | 52                   | Mastic          | Yellow Adhesive;<br>Homogeneous             | NAD      | 2% Cellulose<br>98% Non-Fibrous  |
| 18-02-00264-052C  | 52                   | Grout           | White Granular;<br>Homogeneous              | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-053   | 53                   |                 | Black Tar; Brown Granular;<br>Inhomogeneous | NAD      | 23% Cellulose<br>77% Non-Fibrous |

# Environmental Hazards Services, L.L.C

Client Number: 07-2564  
Project/Test Address: 11 Lake St.; Norwich, CT

Report Number: 18-02-00264

| Lab Sample Number | Client Sample Number | Layer Type | Lab Gross Description                       | Asbestos | Other Materials                  |
|-------------------|----------------------|------------|---|----------|----------------------------------|
| 18-02-00264-054   | 54                   |            | Black Tar; Brown Granular;<br>Inhomogeneous | NAD      | 23% Cellulose<br>77% Non-Fibrous |
| 18-02-00264-055   | 55                   |            | Black Tar; Brown Granular;<br>Inhomogeneous | NAD      | 23% Cellulose<br>77% Non-Fibrous |
| 18-02-00264-056   | 56                   |            | Tan Adhesive;<br>Homogeneous                | NAD      | 2% Cellulose<br>98% Non-Fibrous  |
| 18-02-00264-057   | 57                   |            | Tan Adhesive;<br>Homogeneous                | NAD      | 2% Cellulose<br>98% Non-Fibrous  |
| 18-02-00264-058   | 58                   |            | Tan Adhesive;<br>Homogeneous                | NAD      | 2% Cellulose<br>98% Non-Fibrous  |
| 18-02-00264-059   | 59                   |            | Tan/Gray Granular;<br>Inhomogeneous         | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-060   | 60                   |            | Tan/Gray Granular;<br>Inhomogeneous         | NAD      | 100% Non-Fibrous                 |
| 18-02-00264-061   | 61                   |            | Tan/Gray Granular;<br>Inhomogeneous         | NAD      | 100% Non-Fibrous                 |

## Environmental Hazards Services, L.L.C

**Client Number:** 07-2564  
**Project/Test Address:** 11 Lake St.; Norwich, CT

**Report Number:** 18-02-00264

| Lab Sample Number          | Client Sample Number | Layer Type | Lab Gross Description               | Asbestos                        | Other Materials                 |
|----------------------------|----------------------|------------|-------------------------------------|---------------------------------|---------------------------------|
| 18-02-00264-062            | 62                   |            | Tan/Gray Granular;<br>Inhomogeneous | NAD                             | 100% Non-Fibrous                |
| 18-02-00264-063            | 63                   |            | Tan/Gray Granular;<br>Inhomogeneous | NAD                             | 100% Non-Fibrous                |
| 18-02-00264-064            | 64                   |            | Gray Cementitious;<br>Homogeneous   | 18% Chrysotile                  | 82% Non-Fibrous                 |
| <b>Total Asbestos: 18%</b> |                      |            |                                     |                                 |                                 |
| 18-02-00264-065            | 65                   |            |                                     | Did Not Analyze (Positive Stop) |                                 |
| 18-02-00264-066            | 66                   |            |                                     | Did Not Analyze (Positive Stop) |                                 |
| 18-02-00264-067            | 67                   |            | Black Fibrous;<br>Homogeneous       | NAD                             | 95% Cellulose<br>5% Non-Fibrous |
| 18-02-00264-068            | 68                   |            | Black Fibrous;<br>Homogeneous       | NAD                             | 95% Cellulose<br>5% Non-Fibrous |
| 18-02-00264-069            | 69                   |            | Black Fibrous;<br>Homogeneous       | NAD                             | 95% Cellulose<br>5% Non-Fibrous |
| 18-02-00264-070            | 70                   |            | Tan Brittle; Homogeneous            | 2% Chrysotile                   | 98% Non-Fibrous                 |
| <b>Total Asbestos: 2%</b>  |                      |            |                                     |                                 |                                 |

# Environmental Hazards Services, L.L.C

Client Number: 07-2564  
Project/Test Address: 11 Lake St.; Norwich, CT

Report Number: 18-02-00264

| Lab Sample Number | Client Sample Number | Layer Type | Lab Gross Description | Asbestos                        | Other Materials |
|-------------------|----------------------|------------|-----------------------|---------------------------------|-----------------|
| 18-02-00264-071   | 71                   |            |                       | Did Not Analyze (Positive Stop) |                 |
| 18-02-00264-072   | 72                   |            |                       | Did Not Analyze (Positive Stop) |                 |

QC Sample: 28-M12010-2  
QC Blank: SRM 1866 Fiberglass  
Reporting Limit: 1% Asbestos  
Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020  
Analyst: Christian H. Schaible

Reviewed By Authorized Signatory:



Tasha Eaddy  
QA/QC Clerk

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0 VELAP 460172. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

\* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected



Environmental Hazards Services, LLC  
 www.leadlab.com 7469 Whitepine Rd  
 (800) 347-4010 Richmond, VA  
 (804) 275-4907 (fax) 23237

# Asbestos Chain-of-Custody

18-02-00264



Due Date:  
 02/07/2018  
 (Wednesday)  
 AE

*WKS*

City/state/zip: GROTON, CT, 06340

Acct. Number: 07-2564

City/State(required) Norwich, CT

Company Name: Mystic Air Quality Consultants Address: 1204 North Rd., Groton, CT 06340

Phone: 860 449 8903 Fax: 860 449 8903 E-mail: macc2@aol.com

Project Name and Address: 11 Lake St.

City/State(required) Norwich, CT

Mystic Air Client: Town of Norwich

Signature: *[Signature]*

Turn around time: Standard One day (will call ahead)

| No.                             | Client's Sample No. | Date Collected | PLM Analysis | Other Analysis Specify | Material Description       | Sample Location               | Comments                      |                      |
|---------------------------------|---------------------|----------------|--------------|------------------------|----------------------------|-------------------------------|-------------------------------|----------------------|
| 1                               | 1-3                 | 2/1/18         | X            |                        | wood floor upon sample     | 1st Floor Living Rm           | Pos Home SLP                  |                      |
| 2                               | 4-6                 |                | X            |                        | Tile great floor           | 1st Floor Dining Rm           |                               |                      |
| 3                               | 7-9                 |                | X            |                        | Limestone Blue             | 1st Floor Dining Rm           |                               |                      |
| 4                               | 10-12               |                | X            |                        | Tan limestone / white tile | 1st floor kitchen             | Analyses by Layer 2           |                      |
| 5                               | 13-17               |                | X            |                        | Plaster                    | walls / ceiling throughout    | Pos Home SLP                  |                      |
| 6                               | 18-20               |                | X            |                        | grout tile                 | 1st floor bathroom floor      |                               |                      |
| 7                               | 21-23               |                | X            |                        | grout / mortar tile        | 1st floor bathroom walls      |                               |                      |
| 8                               | 24-28               |                | X            |                        | SH/SC                      | walls / ceiling               |                               |                      |
| 9                               | 29-31               |                | X            |                        | grout tile                 | 2nd floor bathroom floor      |                               |                      |
| 10                              | 32-34               |                | X            |                        | Limestone                  | 2nd floor kitchen and balcony |                               |                      |
| 11                              | 35-37               |                | X            |                        | Black vinyl tile           | " " bathroom                  |                               |                      |
| 12                              | 38-40               |                | X            |                        | ceramic tile grout         | " " bathroom walls            |                               |                      |
| 13                              | 41-43               |                | X            |                        | Limestone                  | " " kitchen bottom layer      |                               |                      |
| 14                              | 44-46               |                | X            |                        | Limestone                  | 3rd floor kitchen             |                               |                      |
| 15                              | 47-49               |                | X            |                        | Limestone vinyl tile       | 3rd floor bathroom            |                               |                      |
| Released by: <u>Beyce Aston</u> |                     |                |              |                        |                            |                               | Signature: <i>[Signature]</i> | date: <u>2/1/18</u>  |
| Received by: <u>T. Johnson</u>  |                     |                |              |                        |                            |                               | Signature: <i>[Signature]</i> | date: <u>2/12/18</u> |



- For Lab Use Only -



# Asbestos Chain-of-Custody

Environmental Hazards Services, LLC  
 www.leadlab.com 7469 Whitepine Rd  
 (800)347-4070 Richmond, VA  
 (804)275-4907 (fax) 23237

Company Name: Mystic Air Quality Consultants Address: 1204 North Rd., Groton, CT 06340

Phone: 860 449 8903

Fax: 860 449 8903

E-mail: [maqc2@aol.com](mailto:maqc2@aol.com)

Project Name and Address: 11 Lake St

City/State (required)



Acct. Number: 07-2564

City/state/zip: Groton, Ct. 06340

Collected by: Byce Astor Signature: 

Mystic Air Client:

Turn around time: Standard One day (will call ahead)

| No.                            | Client's Sample No. | Date Collected   | PLM Analysis                        | Other Analysis Specify | Material Description | Sample Location            | Comments      |
|--------------------------------|---------------------|--|-------------------------------------|------------------------|----------------------|----------------------------|---------------|
| 1                              | 50-52               | 2/1/18   | <input checked="" type="checkbox"/> |                        | wall ceramic tile    | bed room bathroom walls    | Per Home Stop |
| 2                              | 53-55               |  | <input checked="" type="checkbox"/> |                        | Roof Shingle         | Roof                       |               |
| 3                              | 56-58               |  | <input checked="" type="checkbox"/> |                        | Glue                 | Bathroom Shower wall cover |               |
| 4                              | 59-63               |  | <input checked="" type="checkbox"/> |                        | Shim coat on plaster | All walls / ceiling        |               |
| 5                              | 64-66               |  | <input checked="" type="checkbox"/> |                        | Transite siding      | Ext walls House            |               |
| 6                              | 67-69               |  | <input checked="" type="checkbox"/> |                        | Urethane barrier     | Ext walls under transite   |               |
| 7                              | 70-72               |  | <input checked="" type="checkbox"/> |                        | Window glazing       | Disinfect windows          |               |
| 9                              |                     |  |                                     |                        |                      |                            |               |
| 10                             |                     |  |                                     |                        |                      |                            |               |
| 11                             |                     |  |                                     |                        |                      |                            |               |
| 12                             |                     |  |                                     |                        |                      |                            |               |
| 13                             |                     |  |                                     |                        |                      |                            |               |
| 14                             |                     |  |                                     |                        |                      |                            |               |
| 15                             |                     |  |                                     |                        |                      |                            |               |
| Released by: <u>Byce Astor</u> |                     | Signature:   |                                     | Signature:             |                      | date: <u>2/1/18</u>        |               |
| Received by: <u>T. Cohen</u>   |                     | Signature:  |                                     | Signature:             |                      | date: <u>2/12/18 10:46</u> |               |



# Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maqc2@aol.com

800 247-7746

## SUSPECT ASBESTOS CONTAINING MATERIALS ROSTER

SITE: 11 Lake St

Northwich, CT

DATE: 2/1/18

Demo  Pre-Reno  Limited & Directed

| Sample Numbers | Type of Material                                    | Quantity                   | Condition | Location of Materials                    |
|----------------|---|----------------------------|-----------|--|
| 1-3            | wood floor vapor barrier                            | 3000 sq Ft                 | D         | under floor (wood)                       |
| 4-6            | Tile grout ceramic Floor                            | 200 sq Ft                  | D         | 1st floor Dining Rm                      |
| 7-9            | Blue Linoleum                                       | 200 sq Ft                  | D         | " "                                      |
| 10-12          | Tan Linoleum (Top) white floor tile/mastic (Bottom) | 175                        | D         | 1st floor kitchen                        |
| 13-17          | Plaster walls/Ceilings                              | 800 <sup>4</sup> 500 sq Ft | D         | Entire 1st floor walls ceilings          |
| 18-20          | ceramic tile grout Floor                            | 80 sq Ft                   | D         | 1st floor Bathroom floor                 |
| 21-23          | ceramic tile grout/mastic                           | 80 sq Ft                   | D         | 1st floor Bathroom walls                 |
| 24-28          | SH/JC   | 300 sq Ft                  | D         | Bathrooms 1, 2, 3 various ceilings/walls |
| 29-31          | ceramic grout tile Floor                            | 200 sq Ft                  | D         | 2nd floor kitchen floor                  |
| 32-34          | Linoleum  | 400 sq Ft                  | D         | 2nd floor kitchen/Bodm #1                |
| 35-37          | Black vinyl tile                                    | 80 sq Ft                   | D         | 2nd floor Bathroom Floor                 |
| 38-40          | Ceramic tile glue                                   | 80 sq Ft                   | D         | 2nd floor Bathroom walls                 |
| 41-43          | Linoleum  | 200 sq Ft                  | D         | 2nd floor Kitchen Bathroom Layer         |
| 44-46          | Linoleum  | 175 sq Ft                  | D         | 3rd floor kitchen                        |
| 47-49          | Black vinyl tile                                    | 80 sq Ft                   | D         | 3rd floor Bathroom Floor                 |
| 50-52          | wall ceramic tile glue                              | 80 sq Ft                   | D         | 3rd floor Bathroom walls                 |
| 53-55          | Roof shingle  | 1200 sq Ft                 | D         | Roofs                                    |

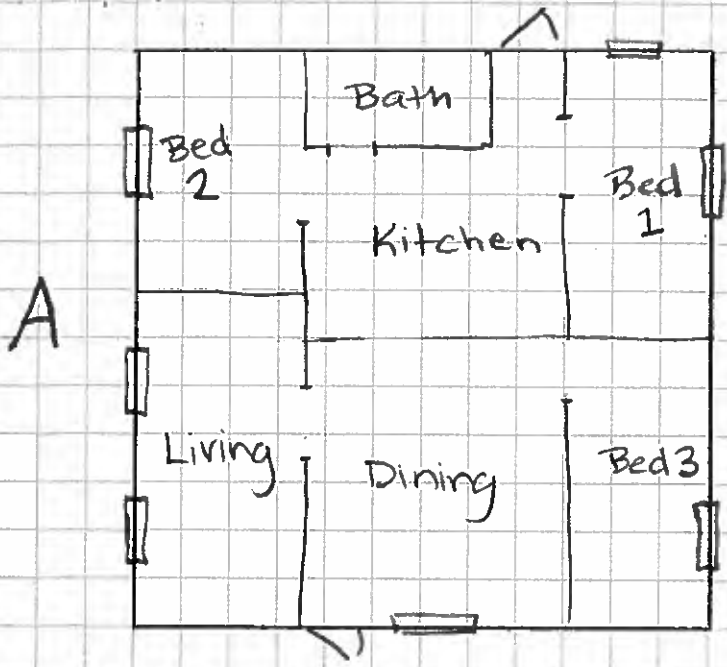
COMMENTS: Fire Damage 2nd/3rd floors. 3rd floor very bad!!!  
 \* NO ACCESS to Basement \*

Inspector: Bayle Aston

Page 1 of 2



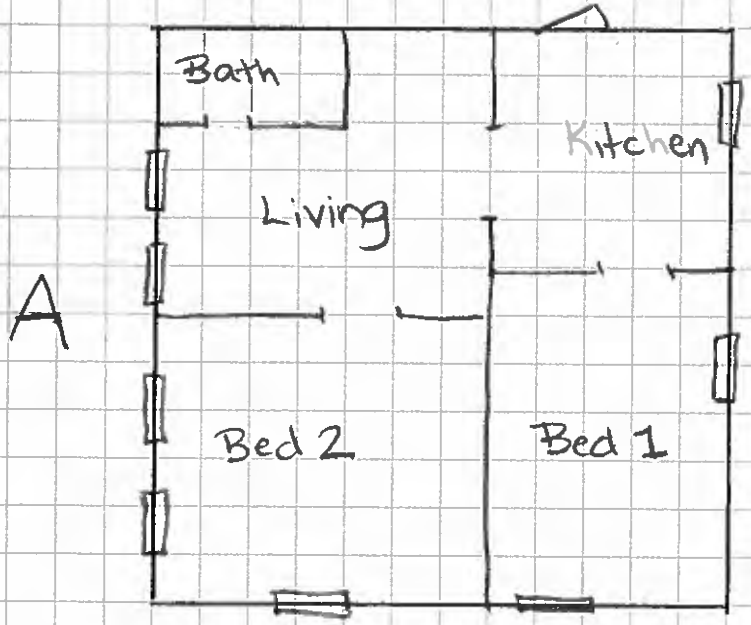




1st Floor

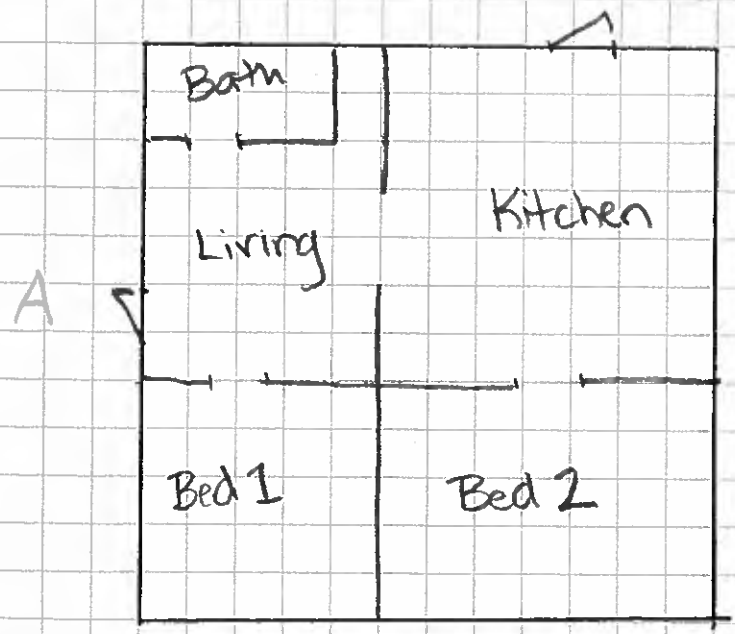
11 Lake St.  
Norwich, CT

2/1/18



2nd Floor

\* Extreme  
Fire Damage  
To Building \*



3rd Floor







# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC HEALTH



Renée D. Coleman-Mitchell, MPH  
Commissioner

Ned Lamont  
Governor  
Susan Bysiewicz  
Lt. Governor

### Environmental Health Section

August 16, 2019

Mr. Christopher J. Eident, CIH, CSP, RS  
Mystic Air Quality Consultants  
1204 North Road  
Groton, CT 06340

Re: Application for Approval of Alternative Work Practice at 11 Lake St, Norwich, CT.

Dear Mr. Eident:

This letter is provided in response to an application from you dated April 12, 2019, received by the Department of Public Health (DPH) on August 9, 2019, requesting approval of alternative work practices to abate asbestos-containing materials during the demolition of the referenced structure. Due to major fire and dangerous conditions, a pre-demolition inspection was not possible. A limited and directed pre-demolition inspection conducted on February 1, 2018 identified 175 square feet of asbestos-containing (ACM) flooring and mastic in the first floor kitchen, eight basement windows with ACM window glazing and 4,000 square feet of ACM cementitious siding. Due to collapse of the second and third floors and no access to the basement, all building materials will be assumed to be ACM. The facility has been condemned by the local building official, Mr. James Troeger. In accordance with the City of Norwich Ordinance (Chapter 4, Article II, Dangerous Buildings and Structures) the referenced facility, is designated as unsafe and a serious threat to public safety.

DPH grants approval of your application based upon the information provided describing the proposed alternative work practice to be used on this project, a site visit on August 15, 2019 and subsequent photos received on August 15, 2019. This approval is based upon the understanding that the application requests a variance from Subsections 19a-332a-5(b) through 5(e), 5(h) and §19a-332a-7(c) of the *Standards for Asbestos Abatement*. Notification must be submitted within 24 hours of the start of work in accordance with "emergency" filing requirements should the yet to be named contractor wish to begin work immediately.

In lieu of the requirements of Subsections 19a-332a-5(b) through (e), 5(h) and 19a-332a-7(c):

1. The licensed asbestos abatement contractor shall create a regulated area with asbestos warning tape around the perimeter of the facility to prevent unauthorized entry, in accordance with section 19a-332a-5(a). Contractor will establish a decontamination unit, in accordance with section 19a-332a-6.



Phone: (860) 509-7367 • Fax: (860) 509-7378  
Telecommunications Relay Service 7-1-1  
410 Capitol Avenue MS 12 AIR PO Box 340308  
Hartford, Connecticut 06134-0308  
[www.ct.gov/dph](http://www.ct.gov/dph)

*Affirmative Action/Equal Opportunity Employer*





C. Eident

Page 2 –August 16, 2019

AWP application- 11 Lake St, Norwich, CT.

2. A Connecticut licensed project monitor will be onsite during all activities related to the demolition. The project monitor will collect area air samples during the activity on both the playscape side and the opposite side bordering the neighbor's parking area.
3. A licensed demolition equipment operator, with OSHA required training shall make preparations to conduct the work in a safe manner while remaining in an enclosed cab. Should the demolition contractor need to enter the regulated area while not in the protected cab, he or she is required to have thirty-two (32) or forty (40)- hour worker or supervisor certification.
4. The workers and site supervisor will conduct all handling of the waste as it is being packaged for disposal. All waste will be packaged in leak tight double lined asbestos labeled waste containers or a bladder bag. Signs warning of asbestos must be posted during all waste loading. Abatement workers and site supervisors with proper respiratory protection and protective clothing will collect any materials that fall from the heavy equipment used to raze the facility. Only the licensed asbestos contractor and project monitor will be inside the regulated area and will ensure that the waste is properly containerized and adequately wetted during the abatement/demolition.
5. All waste will be handled as asbestos-containing, unless the waste is nonporous and easy to segregate from the asbestos waste, including stone. A washing station must be erected in the regulated area to clean stone and any nonporous items. Engineering controls shall be in place to reduce the risk of airborne exposure. Water shall be used to keep all materials adequately wet during removal and packaging of waste.
6. All wastewater used in the demolition process shall be filtered in accordance with the provisions of Subsection 19a-332a-5(i) prior to discharge. If necessary, berms shall be constructed to prevent runoff.
7. A remote decontamination unit will be present at the site and all workers, site supervisor and project monitor must properly decontaminate prior to leaving the site and when leaving the regulated work area for breaks.
8. At the conclusion of demolition, a CT-licensed project monitor will inspect the work area and immediate adjacent properties to ensure that all building debris from this facility has been removed.

Except as noted in this letter, all other work practices specified in the *Standards for Asbestos Abatement* regulation are mandatory. This approval is specific for the demolition and removal of asbestos-containing materials from the referenced facility. This approval does not relieve the contractor or the facility owner from satisfying the requirements of any other federal, state or municipal regulation. The DPH reserves the right to rescind this approval should it determine that equivalent means of asbestos emission control are not maintained.

Please contact me at (860) 509-7367 should you wish to discuss this matter further.

Sincerely,



Environmental Analyst 3  
Asbestos Program  
Environmental Health Section

Cc: Mr. James Troeger, City of Norwich Building Official



## 19a-332a-1. Definitions

**Standards for Asbestos Abatement****19a-332a-1. Definitions**

The following definitions shall apply for the purpose of Section 19a-332a-1 to Section 19a-332a-16 inclusive.

- (a) "Adequately wetted" means sufficiently mixed or coated with water, amended water or an aqueous solution; or the use of a removal encapsulant to prevent dust emissions;
- (b) "Amended Water" means water to which a chemical wetting agent or removal encapsulant has been added to improve penetration;
- (c) "Asbestos" means the asbestiform varieties of actinolite, amosite, anthophyllite, chrysotile, crocidolite and tremolite;
- (d) "Asbestos Abatement" means the removal, encapsulation, enclosure, renovation, repair, demolition or other disturbance of asbestos-containing materials, but does not include activities which are related to (A) the removal or repair of asbestos cement pipe and are performed by employees of a water company as defined in Section 25-32a of the Connecticut General Statutes or (B) the removal of nonfriable asbestos-containing material found exterior to a building or structure other than material defined as regulated asbestos-containing material in 40 CFR 61, the national emission standards for hazardous air pollutants, as amended from time to time;
- (e) "Asbestos Abatement Project" means any asbestos abatement performed within a facility involving more than three (3) linear feet or three (3) square feet of asbestos-containing material;
- (f) "Asbestos Abatement Worker" means any employee of a licensed asbestos contractor who engages in asbestos abatement, has completed a training program approved by the department and has been issued a certificate by the department;
- (g) "Asbestos Abatement Site Supervisor" means any employee of a licensed asbestos contractor who has been specifically trained as a supervisor in a training program approved by the department and who has been issued a certificate by the department;
- (h) "Asbestos-Containing Material" (ACM) means material composed of asbestos of any type and in an amount greater than one percent by weight, either alone or mixed with other fibrous or nonfibrous material;
- (i) "Asbestos Contractor" means any person engaged in asbestos abatement whose employees actually perform the asbestos abatement work and who has been issued a license by the commissioner;
- (j) "Authorized Asbestos Disposal Facility" means a location approved for handling and disposing of asbestos waste by the Connecticut Department of Environmental Protection or by an equivalent regulatory agency if the material is disposed of outside the State of Connecticut;
- (k) "Commissioner" means the Commissioner of Public Health or his/her authorized agent;
- (l) "Conn OSHA" means the Connecticut Department of Labor, Occupational Safety and Health Division;
- (m) "Demolition" means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility;
- (n) "Department" means the Connecticut Department of Public Health;
- (o) "DEP" means the Connecticut Department of Environmental Protection;
- (p) "Emergency Asbestos Abatement Project" means an asbestos abatement project which was not planned but results from a sudden unexpected event. This includes operations required by non-routine failures of equipment;
- (q) "Emergency Demolition" means a demolition operation ordered by an authorized state or local official, that if not immediately attended to presents a safety or public health hazard;
- (r) "Encapsulation" means the treatment of asbestos-containing material with a material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent the release of fibers as the encapsulant creates a membrane over the surface (bridging encapsulant) or

*Current with materials published in Connecticut Law Journal through 06/01/2006*

**19a-332a-2. General provision**

- penetrates the material and binds its components together (penetrating encapsulant);
- (s) "EPA" means the United States Environmental Protection Agency;
  - (t) "Enclosure" means the construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of fibers into the air;
  - (u) "Facility" means any private or public building or structure including but not limited to those used for institutional, residential (including single family homes), commercial or industrial purposes and vessels while ashore or in drydock;
  - (v) "Facility Owner" means the person or entity having title to the facility. For purposes of publicly owned property only, the Facility Owner shall be defined to be the chief executive officer of the federal, state or municipal agency which owns or controls the use of the facility;
  - (w) "Friable Asbestos-Containing Material" means any asbestos-containing material that hand pressure can crumble, pulverize, or reduce to powder when dry and non-friable asbestos-containing material that potentially can be broken, crumbled, pulverized or reduced to powder as a result of asbestos abatement;
  - (x) "Glove Bag" means a manufactured polyethylene bag type of enclosure with built-in gloves, such as is placed with an air-tight seal around asbestos-containing material and which permits the asbestos-containing material contained by the bag to be removed without releasing asbestos fibers to the atmosphere;
  - (y) "Individual" means any human being;
  - (z) "Non Friable Asbestos-Containing Material" means any asbestos-containing material that hand pressure can not crumble, pulverize or reduce to powder when dry;
  - (aa) "OSHA" means the Occupational Safety and Health Administration of the U.S. Department of Labor;
  - (bb) "Person" means any individual, corporation, partnership, firm, association, sole proprietorship, the State of Connecticut or any of its political subdivisions, or any other entity;
  - (cc) "Removal" means the taking out or stripping of any asbestos-containing materials from surfaces or structural components of a facility;
  - (dd) "Renovation" means altering, in any way other than demolition, one or more structural components. Operations in which load-supporting structural members are taken out are excluded;
  - (ee) "Repair" means the restoration of damaged asbestos-containing material; including but not limited to the sealing, patching, enclosing or encapsulating of damaged asbestos-containing material to prevent fiber release;
  - (ff) "Spot Repair" means any asbestos abatement performed within a facility involving not more than three (3) linear feet or three (3) square feet of asbestos containing material;
  - (gg) "Structural Component" means any pipe, duct, boiler, tank, reactor, turbine, furnace or other component at or in a facility or any structural member of a facility;
  - (hh) "Structural Member" means any load-supporting member of a facility such as beams and load-supporting walls or any non-load supporting member, such as ceilings and non-load supporting walls;
  - (ii) "Visible Residue" means any debris or dust on surfaces in areas within the enclosed work area where asbestos abatement has taken place and which is visible to the unaided eye. All visible residue is assumed to contain asbestos;
  - (jj) "Work Area" means the specific area or location where the actual asbestos abatement work is being performed or such other areas of a facility which the Commissioner determines may be hazardous to public health as a result of such asbestos abatement. (Effective August 5, 1988; Amended effective December 27, 1990; April 5, 2001; March 8, 2004.)

**19a-332a-2. General provision**

- (a) No person shall engage in asbestos abatement unless in compliance with Section 19a-332a-3 to Section 19a-332a-12 inclusive.

*Current with materials published in Connecticut Law Journal through 06/01/2006*

**19a-332a-3. Notification Requirements**

- (b) The requirements of Section 19a-332a-3 to Section 19a-332a-12 inclusive, shall apply to each facility as defined by these regulations.  
(Effective August 5, 1988; Amended December 27, 1990.)

**19a-332a-3. Notification Requirements**

- (a) The asbestos abatement contractor, the facility owners or any person who will be conducting demolition activities shall notify the Commissioner before engaging in any asbestos abatement which involves more than ten (10) linear feet or more than twenty five (25) square feet of asbestos-containing material or before engaging in the demolition of any facility. If the notification is provided by the asbestos abatement contractor, a copy of the notification shall be simultaneously submitted to the facility owner. Notification shall be on forms prescribed by the Commissioner. Notification shall be postmarked or hand delivered at least ten (10) days before the start of asbestos abatement or demolition activities. In the case of emergency asbestos abatement or emergency demolition, notification shall be postmarked or hand delivered within one (1) working day after the start of asbestos abatement or demolition. A copy of the written order requiring demolition shall accompany the notification. This notification shall not relieve the asbestos contractor, facility owner or any person who will be conducting demolition activities of the responsibility for making written notification as may be required by any other municipality, agency of the State of Connecticut, or any agency of the federal government. Such additional federal requirements may include, but are not limited to, notification to the EPA under requirements of the Clean Air Act, the Toxic Substances Control Act, the Asbestos School Hazard Abatement Act, and the Asbestos Hazard Emergency Response Act.
- (b) A single asbestos abatement notification may be provided to the Department for asbestos abatement which will cumulatively involve more than ten (10) linear or more than twenty-five (25) square feet of asbestos-containing material when a facility owner can provide an accurate estimate of the additive amounts of asbestos containing material. Such notification may be provided for a period of time not to exceed one year.
- (c) Asbestos abatement notification to the Commissioner shall, at a minimum, include the following:
- (1) The name, address and telephone number of the asbestos contractor;
  - (2) The name, address and telephone number of the facility owner;
  - (3) The exact location of the facility;
  - (4) The nature of the asbestos abatement;
  - (5) The type of asbestos abatement activity;
  - (6) A description of the facility including the size, age and use of the facility;
  - (7) The amount of asbestos-containing material to be removed, enclosed or encapsulated or contained in the facility or part thereof to be demolished;
  - (8) The scheduled start and completion dates;
  - (9) A description of work practices to be followed to comply with Section 19a-332a-5 to Section 19a-332a-12; and,
  - (10) The name and the location of the authorized asbestos disposal facility where asbestos-containing materials will be deposited.
- (d) A separate notification form shall be completed for each facility for which there is a proposed demolition.
- (e) Demolition notification to the commissioner shall, at a minimum, include the following:
- (1) The name, address and telephone number of any person undertaking the demolition;
  - (2) The name, address and telephone number of the facility owner;
  - (3) The location and street address (including building number or name and floor or room number, if appropriate), and city of the facility being demolished;
  - (4) A description of the facility including its size, age and use;
  - (5) A statement of whether an inspection of the facility has been conducted by a licensed asbestos inspector or inspector/management planner;

*Current with materials published in Connecticut Law Journal through 06/01/2006*



**19a-332a-4. Recordkeeping**

- (6) The start and completion dates;
  - (7) The name and the location of the disposal facility where demolition materials will be deposited; and,
  - (8) The name, address and phone number of the demolition waste hauler.
- (Effective August 5, 1988; Amended December 27, 1990; March 8, 2004.)

**19a-332a-4. Recordkeeping**

- (a) The asbestos contractor shall maintain records of all asbestos abatement projects which it performs and shall provide a complete copy of these records to the facility owner upon completion of the project. The asbestos contractor and facility owner shall retain the records for thirty (30) years following completion of the project. These records shall be available to the Department upon request.
  - (b) The asbestos contractor shall record the following information for each project.
    - (1) The location and description of the project and the estimated amount and type of asbestos involved in each project;
    - (2) The start and completion dates of the project;
    - (3) A summary of the procedures used to comply with Sections 19a-332a-5 to 19a-332a-12;
    - (4) The name and address of the authorized asbestos disposal facility and verification from the authorized asbestos disposal facility indicating the amount of asbestos received for disposal;
    - (5) The methodology and results of all air sampling conducted during the abatement process;
    - (6) A complete list of the names and social security numbers of asbestos abatement workers, asbestos abatement site supervisors and other agents involved in the asbestos abatement activity and working for the asbestos contractor on that project and individuals entering the enclosed work area;
    - (7) A log of control of access to the work area;
    - (8) All records for compliance with the requirements of OSHA, Conn OSHA, DEP and EPA regulations; and,
    - (9) Documentation to demonstrate compliance with the post abatement reoccupancy criteria established by Section 19a-332a-12.
- (Effective August 5, 1988; Amended effective December 27, 1990; March 8, 2004.)

**19a-332a-5. General requirements for asbestos abatement projects**

- (a) Signs shall be posted which meet the specifications set forth in 29 CFR 1926.1101(k)(7)(ii)(A) at all approaches to the work area. Signs shall be posted a sufficient distance from the work area to permit a person to read the sign and take precautionary measures to avoid exposure to asbestos.
- (b) The facility heating, ventilating and air conditioning (HVAC) systems within the asbestos abatement work area shall be shut down, locked out and isolated to prevent contamination of and fiber dispersal to other areas of the facility.
- (c) The work area shall be isolated from non-work areas by air-tight barriers attached securely in place. All openings between the work area and non-work areas including but not limited to windows, doorways, elevator openings, corridor entrances, ventilation openings, drains, ducts, grills, grates, diffusers and skylights, shall be sealed airtight with 6 mil polyethylene sheeting.
- (d) All movable objects which can be removed from the work area shall be removed. Cleaning of contaminated items shall be performed if the item is to be salvaged or reused. Otherwise the item shall be properly disposed of as asbestos waste. All non-movable objects in the work area shall be covered with a minimum of 6 mil polyethylene sheeting secured in place.
- (e) Floor and wall surfaces in the work area shall be covered with polyethylene sheeting or equivalent. All seams and joints shall be sealed with tape or equivalent. Floor covering

*Current with materials published in Connecticut Law Journal through 06/01/2006*

**19a-332a-6. Worker decontamination system for asbestos abatement projects**

shall consist of at least two layers of 6 mil polyethylene and must cover at least the bottom 12 inches of adjoining wall. Wall covering shall consist of a minimum of two layers of 4 mil polyethylene sheet which shall overlap the floor covering to prevent leaks. There shall be no seams in the polyethylene sheet at the wall-to-floor joints.

- (f) Work area access shall be restricted to authorized personnel afforded proper respiratory protection and protective clothing.
- (g) Clean-up procedures shall involve high efficiency particulate air (HEPA) filtration and wet cleaning techniques. Amended water shall be used. The sequence of wet cleaning and HEPA-filtered vacuuming shall be repeated until no visible residue is observed in the work area.
- (h) Negative pressure ventilation units with HEPA filtration shall be provided in sufficient number to allow at least one (1) work place air change every 15 minutes. Filtered air should be exhausted to areas outside the building which are not near any intake for the building ventilation system.
- (i) Waste water generated during asbestos abatement shall be filtered by best available technology prior to discharge.
- (j) All asbestos containing waste shall be adequately wetted with an amended water solution and be placed in leak-tight containers.
- (k) All leak-tight containers shall be labeled in accordance with OSHA 29 CFR 1910.1200 and EPA 40 CFR Part 61.152 as appropriate.
- (l) Disposal of asbestos waste shall be at an authorized asbestos disposal facility. If the authorized asbestos disposal site is located within Connecticut, written authorization for disposal shall be obtained from the Department of Environmental Protection, Bureau of Waste Management.  
(Effective August 5, 1988; Amended effective December 27, 1990; March 8, 2004.)

**19a-332a-6. Worker decontamination system for asbestos abatement projects**

- (a) At all asbestos abatement projects, work areas shall be equipped with decontamination facilities consisting of: a clean room, a shower room, and an equipment room. Each room shall be separated from the other and from the work area by airlocks such as will prevent the free passage of air or asbestos fibers and shall be accessible through doorways protected with two (2) overlapping 4 mil polyethylene sheets. The clean room (or change room) shall be equipped with suitable hooks, lockers, shelves, etc. for workers to store personal articles and clothing. The shower room shall be contiguous to the clean room and equipment room. All personnel entering or leaving the work area shall pass through the shower room. The number of showers provided shall satisfy the requirements of OSHA 29 CFR 1910.141(d)(3)(ii). Warm water shall be supplied to the showers. The equipment room (dirty room) shall be situated between the shower room and the work area, and separated from both by means of suitable barriers or overlapping flaps such as will prevent the free passage of air or asbestos fibers.
- (b) No person or equipment shall leave the asbestos abatement project work area unless first decontaminated by showering, wet washing or HEPA vacuuming to remove all asbestos debris. No asbestos contaminated materials or persons shall enter the clean room.
- (c) Where feasible, decontamination systems shall abut the work area. In situations where it is not possible, due to unusual conditions, to establish decontamination systems contiguous to the work area, personnel shall be directed to remove visible asbestos debris from their persons by HEPA-filtered vacuuming prior to donning clean disposable coveralls while still in the work area, and proceeding directly to a remote decontamination system to shower and change clothes.
- (d) In specific situations where the asbestos contractor determines that it is not feasible to establish a contiguous decontamination system at a work site, the asbestos contractor shall provide written notification and provide a copy to the facility owner of intent to utilize

*Current with materials published in Connecticut Law Journal through 06/01/2006*

**19a-332a-7. Specific requirements for asbestos removal**

a remote decontamination system. Such systems must be operated in conformance with 29 CFR 1926.1101(j). Such notice shall be made with the notification required under Section 19a-332a-3.

(Effective August 5, 1988; Amended effective December 27, 1990; March 8, 2004.)

**19a-332a-7. Specific requirements for asbestos removal**

- (a) All ACM to be removed or disturbed by removal shall be adequately wetted unless otherwise approved by the Department.
- (b) Components shall be removed intact or in large sections whenever possible and carefully lowered to the floor.
- (c) A coating of encapsulant, chosen so as to be compatible with subsequent coverings, shall be applied to all surfaces that have been stripped of ACM to securely seal any residual fibers that may be present after the surfaces have been visually inspected and found to be free of all visible residue.
- (d) No equipment, supplies, or materials (except properly containerized waste material) shall be removed from an asbestos abatement project work area unless such equipment, supplies, or materials have been thoroughly decontaminated and cleaned free of asbestos debris. Where the configuration of the equipment, supplies or materials is such that decontamination and cleaning free of asbestos debris is neither possible nor feasible, then the object shall be thoroughly wrapped in a minimum of two (2) layers of six (6) mil polyethylene sheeting with all joints, seams and overlaps sealed with tape; or containerized in a metal drum with a locking lid. Examples include, but are not limited to, air filtration or HEPA-filtered vacuuming equipment which may be wrapped in polyethylene rather than dismantling beyond the HEPA filters for cleaning purposes; sections of insulated pipe or other objects to be disposed of intact may be wrapped in polyethylene without prior removal of asbestos. Wood or other materials used to construct on-site decontamination or shower units may be wrapped in polyethylene for disposal or transport to another contaminated work site for re-use.
- (e) HEPA-filtered vacuum cleaners shall be emptied of collected asbestos waste contents prior to removal of the equipment from the work area.
- (f) All pre-filters in the air filtration devices shall be removed prior to removal of the unit from an asbestos work site. The air filtration device shall be damp cleaned completely inside and out. The equipment shall be wrapped in polyethylene pursuant to Subsection 19a-332a-7 (b) prior to removing it from the work area. The replacement of filters shall occur prior to the beginning of the next asbestos abatement project after installation of containment barriers.

(Effective August 5, 1988; Amended December 27, 1990.)

**19a-332a-8. Specific requirements for asbestos encapsulation**

- (a) All loose and hanging ACM shall be adequately wetted and removed as required in Section 19a-332a-7.
- (b) Filler material applied to gaps in existing material shall contain no asbestos, adhere well to the substrate and provide an adequate base for the encapsulant.
- (c) Encapsulants shall be applied using only airless spray equipment unless otherwise approved by the Department.

(Effective August 5, 1988; Amended December 27, 1990.)

**19a-332a-9. Specific requirements for asbestos enclosure**

- (a) All loose and hanging ACM shall be adequately wetted and removed as required in Section 19a-332a-7 unless otherwise approved by the Department.
- (b) Areas of ACM shall be sprayed with an encapsulant if they are to be disturbed during the installation of hangers, brackets or other portions of the enclosure.
- (c) Non-asbestos containing substitutes shall be used to patch surfacing materials or thermal system insulation.

*Current with materials published in Connecticut Law Journal through 06/01/2006*



**19a-332a-10. Specific requirements for spot repairs**

(Effective August 5, 1988; Amended December 27, 1990.)

**19a-332a-10. Specific requirements for spot repairs**

- (a) Air-tight barriers shall be constructed to assure that asbestos fibers released during abatement activities are contained within the work area. Glove bags are permitted for removal or repair of asbestos-containing materials.
- (b) All asbestos-containing materials shall be wet and placed in leak tight containers prior to being disturbed. They shall be kept wet until containerized.
- (c) A HEPA-filtered vacuum cleaner or wet cleaning technique shall be used to clean up the work area following abatement until there is no visible residue.
- (d) Asbestos-containing waste shall be properly containerized in appropriately labeled impermeable and leak tight containers prior to disposal.
- (e) All leak tight containers shall be labeled in accordance with OSHA 29 CFR 1926.1101(k)(8) and EPA 40 CFR part 61.152 as appropriate.
- (f) Waste water generated during asbestos abatement shall be filtered by best available technology prior to discharge.
- (g) Disposal of asbestos waste shall be at an authorized asbestos disposal facility. If the authorized asbestos disposal site is located within Connecticut, written authorization for disposal shall be obtained from the Department of Environmental Protection, Bureau of Waste Management.

(Effective August 5, 1988; Amended effective December 27, 1990; March 8, 2004.)

**19a-332a-11. Alternative work practices**

The Department may approve an alternative procedure for an asbestos abatement project or spot repair. The alternative procedures shall be submitted in writing and in advance for review by the Department and shall provide equivalent or a greater measure of asbestos emission control than the work practices prescribed by these regulations. Such approval may be granted for a period of time, not to exceed one year, for specified similar asbestos abatement projects or spot repairs performed within a facility. Such approval may be given for specified kinds of facilities or for asbestos abatement projects or spot repairs which utilize similar work procedures.

(Effective August 5, 1988.)

**19a-332a-12. Post abatement reoccupancy criteria for asbestos abatement projects for friable asbestos-containing material**

- (a) No individual shall reoccupy the work area of an asbestos abatement project within a facility until compliance with the reoccupancy requirements of this section is achieved.
- (b) Except as required by EPA Regulation 40 CFR Part 763 which applies to public and private schools, an asbestos abatement project shall be considered complete when there is no visible residue in the work area and when air samples demonstrate that the ambient interior airborne concentration of asbestos after the abatement project, does not exceed the levels specified in Subsection 19a-332a-12 (e).
- (c) Air samples shall be collected using aggressive sampling as described in Appendix A of 40 CFR Part 763, subpart E to monitor air for post abatement reoccupancy after each asbestos abatement project.
- (d) Air samples collected under this Section shall be analyzed for asbestos using laboratories accredited by the National Institute of Standards and Technology to conduct such analysis using transmission electron microscopy (TEM) or: Under circumstances specified in this section, laboratories accredited by the American Industrial Hygiene Association Proficiency Analytical Testing Program for phase contrast microscopy (PCM); or individuals listed in the American Industrial Hygiene Association's Asbestos Analyst's Registry, or until the National Institute of Standards and Technology TEM laboratory accreditation program is operational, laboratories that use the protocol described in Appendix A of 40 CFR Part 763, Subpart E.

*Current with materials published in Connecticut Law Journal through 06/01/2006*

**19a-332a-14. Inspection of asbestos abatement projects**

- (e) Except as provided for in Subsections 19a-332a-12(f) and 19a-332a-12 an asbestos abatement project shall be considered complete when the average concentration of asbestos of five air samples collected within the work area and analyzed by the TEM method in Appendix A of 40 CFR Part 763 subpart E, is not statistically significantly different, as determined by the Z-test calculation found in Appendix A of 40 CFR Part 763, subpart E, from the average asbestos concentration of five air samples collected at the same time outside the work area and analyzed in the same manner, and the average asbestos concentration of the three field blanks described in Appendix A of 40 CFR Part 763, subpart E, is below the filter background level, as defined in Appendix A of 40 CFR Part 763 subpart E, of 70 structures per square millimeter (70 s/mm (2)).
- (f) An asbestos abatement project may also be considered complete if the volume of air drawn for each of the five samples collected within the work area is equal to or greater than 1,199 L. of air for a 25 mm. filter or equal to or greater than 2,799 L. of air for a 37 mm. filter, and the average concentration of asbestos as analyzed by the TEM method in Appendix A, of 40 CFR part 763 subpart E. For the five air samples does not exceed the filter background level, as defined in Appendix A, of 70 structures per square millimeter (70 s/mm (2)). If the average concentration of asbestos of the five air samples within the work area exceeds 70 s/mm (2), or if the volume of air in each of the samples is less than 1,199 L. of air for a 25 mm. filter or less than 2,799 L. of air for a 37 mm. filter, the project shall be considered complete only when the requirements of subsections 19a-332a-12 (e) and 19a-332a-12 (g) are met.
- (g) Air samples for post abatement reoccupancy may be collected and analyzed by phase contrast microscopy (PCM) to confirm completion of an asbestos abatement project involving less than or equal to 1500 square feet or 500 linear feet of asbestos-containing material. The project shall be considered complete when the results of samples collected in the work area and analyzed by phase contrast microscopy using the most current National Institute for Occupational Safety and Health (NIOSH) method 7400, to show that the concentration of fibers for each of the five samples is less than or equal to a limit of quantitation for PCM (0.010 fibers per cubic centimeter (0.010 f/cm (3)) of air). (Effective December 27, 1990.)

**19a-332a-14. Inspection of asbestos abatement projects**

- (a) The Commissioner or authorized agent shall, after proper identification, have the right to enter into any facility, or onto any property where asbestos abatement is planned or is being performed or has been performed in order to determine whether such asbestos abatement is being performed in a manner consistent with good safe practices and in accordance with these regulations.
- (b) Entry into the facility or onto the property where asbestos abatement is being planned or performed shall be at reasonable times. (Effective August 5, 1988.)

**19a-332a-15. Order to cease activity**

- (a) Whenever the Commissioner has reason to believe on the basis of inspections or tests that asbestos abatement is being performed in violation of these regulations or, in the judgment of the Commissioner, is endangering the public's health, the Commissioner may issue a written or printed cease activity order to any person who performs, supervises or controls such asbestos abatement. Such order shall specifically describe the nature of the violation or condition endangering the public's health.
- (b) After receipt of a cease activity order, no person shall conduct asbestos abatement except in accordance with the provisions of the order.
- (c) Compliance with the provisions of a cease activity order shall be determined by the Commissioner on the basis of re-inspection or additional tests as deemed necessary by the Commissioner.



**19a-332a-16. Application by the attorney general to the court**

- (d) Within seven (7) business days of receipt of a written request of the person subject to a cease activity order, the Commissioner shall hold a hearing to provide the person subject to the order an opportunity to be heard and show that asbestos abatement is being performed in accordance with these regulations and/or without endangering the public health. The cease activity order shall remain in effect until seven days after said hearing, within which time the Commissioner shall determine whether said order should continue in effect. The cease activity order shall be revoked at the end of said seven day period if no decision is made by the Commissioner or if so ordered by the Commissioner.  
(Effective August 5, 1988; Amended December 27, 1990.)

**19a-332a-16. Application by the attorney general to the court**

Whenever, in the judgment of the Commissioner, any person has engaged in or is about to engage in any acts or practices which constitute or will constitute a violation of these regulations, the Commissioner may request the Attorney General to make application to a court of appropriate jurisdiction for an order enjoining such acts or practices or for an order directing compliance with these regulations.

(Effective August 5, 1988.)

## **BID FORMS**



## City of Norwich

Department of Finance – Purchasing Agent  
100 Broadway, Room No. 105  
Norwich, CT 06360

Phone: (860)823-3706  
Fax: (860)823-3812  
E-mail: [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org)

### Bidder's Checklist

In order to submit a complete bid, bidders must submit the following completed documents:

1. The City of Norwich Bid Form, including the acknowledgement of receipt of addenda, if any, and must contain an original signature (preferably in blue ink).
2. A digital copy on either a USB flash drive or compact disc
3. The required bid surety (5% of the total bid) in the form of a bid bond or a Certified or Bank Check
4. Non-Collusion Affidavit and Non-Collusion Affidavit of Subcontractor
5. Statement of Bidders Qualifications
6. Affirmative Action/Equal Opportunity Employment Policy Statement
7. Certification of Bidder Regarding Equal Employment Opportunity
8. Certification of Non-Segregated Facilities
9. City of Norwich Code of Ethics Acknowledgement Form
10. A copy of the Bidder's State of Connecticut Class A Demolition License
11. Copies of the following State of Connecticut licenses:
  - a. Class A Demolition
  - b. Asbestos Contractor
  - c. Certified Asbestos Supervisor
  - d. all Certified Asbestos Workers
  - e. Project Monitor

**CITY OF NORWICH  
NORWICH, CONNECTICUT**

**BID FORM  
Bid No. 7641**

To: City of Norwich  
City Hall  
100 Broadway  
Norwich, CT 06360

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned, having familiarized (herself, himself, themselves) with the existing conditions on the project site affecting the cost of the work, and with the contract documents for the in Norwich, CT and hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services and anything else necessary to perform and complete this project, all in accordance with the contract documents at and for the unit prices for the following work items:

**ITEM DESCRIPTION**

**LUMP SUM**

Demolition and disposal of regulated materials

\$ \_\_\_\_\_

Site Restoration

\$ \_\_\_\_\_

Grand Total

\$ \_\_\_\_\_

The Bidder acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Enclosed is the Bidder's Bond, Bank Check, Cashier's Check or Certified Check No \_\_\_\_\_ in the amount of five percent (5%) of the Bid.

The undersigned accepts the terms, conditions and requirements stated in the Owner's Invitation to Bid and contract documents. The undersigned proposes to all labor, supervision, equipment, tools and incidentals in accordance with the specifications.

The undersigned has carefully checked all the figures on the **Base Bid Items** form and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Bidder understands that the City of Norwich reserves the right to reject any or all bids, in whole or in part, and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of Bids.

Respectfully submitted:

---

Name and Title (in cursive)

---

Name and Title (printed)

(Seal – if bid is by a corporation)

---

Business Address

---

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_  
(Name and Address)

\_\_\_\_\_ As PRINCIPAL, and \_\_\_\_\_  
(Name and Address)

\_\_\_\_\_ a corporation duly organized under the laws of the  
State of \_\_\_\_\_ as SURETY are held and firmly bound unto the City of  
Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called the "OWNER", in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) lawful  
money of the United States, for the payment of which sum well and truly to be made, the said  
Principal and Surety, bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by theses Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the 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 same, or, if no period be specified, within ninety (90) days after  
the said opening, and shall within such time period as agreed to by the Owner and the  
Contractor, enter into a 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 agreed to, 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 virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative, pursuant to authority of its governing body. In presence of:

|           |                    |
|-----------|--------------------|
| _____     | _____              |
| (Witness) | (Principal) (Seal) |
| _____     | _____              |
|           | (Title)            |

|           |                 |
|-----------|-----------------|
| _____     | _____           |
| (Witness) | (Surety) (Seal) |
| _____     | _____           |
|           | (Title)         |

Attorney in Fact, State of \_\_\_\_\_, Power of Attorney for the person signing for the Surety Company must be attached to the Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Of the Corporation named as Principal within the bond; that \_\_\_\_\_  
Who signed the said bond on behalf of the Principal was then the \_\_\_\_\_  
Of said corporation; that I know his signature, and his signature attached thereto is genuine;  
and that said bond was duly signed, sealed and attested to for and in behalf of said corporation  
by authority of this governing body.

\_\_\_\_\_  
Affix  
Corporate  
Seal

\_\_\_\_\_  
Title



Include this form with your response to the IFB

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

(Individual's Name)

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

herein after referred to as the "Bidder" that has submitted the attached bid;

2. He/she is fully informed respecting the preparation and content 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 in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid, in connection with the 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 communications or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any 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 any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed contract; and
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 of interest, including this affiant.
6. That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires on \_\_\_\_\_

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being first duly sworn ,  
deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_ herein referred to as the "Subcontractor" ;
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the Project in Norwich, Connecticut ;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the 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 said Subcontractor's Proposal 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 any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal 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 of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder \_\_\_\_\_
2. Bidder's Tax Identification No. \_\_\_\_\_
3. Permanent main office address \_\_\_\_\_  
\_\_\_\_\_
4. When organized \_\_\_\_\_
5. If corporation, where incorporated \_\_\_\_\_
6. Number of years have you been engaged in the contracting business under your present firm or trade name \_\_\_\_\_
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) \_\_\_\_\_  
\_\_\_\_\_
8. General character of work performed by your company \_\_\_\_\_  
\_\_\_\_\_
9. Have you ever failed to complete any work awarded to you? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) \_\_\_\_\_  
\_\_\_\_\_
12. List your major equipment available for this Contract \_\_\_\_\_  
\_\_\_\_\_
13. List your experience in work similar to this project \_\_\_\_\_  
\_\_\_\_\_

14. List the background and experience of the principal members of your organization, including officers \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

\_\_\_\_\_

16. Credit available \$ \_\_\_\_\_

17. Give Bank reference \_\_\_\_\_

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? \_\_\_\_\_

\_\_\_\_\_

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being duly sworn deposes and says that (s)he is \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_

(This form must be printed on your firm's letterhead)

## AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT POLICY STATEMENT

**XYZ Company** will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, (unless such disability, even with reasonable accommodation, prevents the applicant from being able to perform the work involved), or in any manner prohibited by the laws of the United States or of the State of Connecticut<sup>1</sup>. Further, **XYZ Company** will not retaliate against or condone retaliation against any person or group of persons who oppose actions, treatment or conduct that they believe to be discriminatory.

As an Equal Opportunity Employer, it is the policy and practice of **XYZ Company** to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in areas including but not limited to recruiting, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation or any other terms and conditions of employment on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, unless such disability prevents performance of the work involved.

**XYZ Company** shall take affirmative action to insure that applicants with job-related qualifications are employed and to insure that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. If an individual has a disability for which a reasonable accommodation is requested, **XYZ Company** will engage in an interactive process with the individual/representative to determine the individual's needs and accommodation.

(If **XYZ Company** is a union contractor) **XYZ Company** assures that each labor union or representative of its workers has been provided with a copy of this statement and has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and has been informed of **XYZ Company's** obligations to comply with state and federal law.

**XYZ Company** also assures that each of its vendors has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and of **XYZ Company's** obligations to comply with state and federal law.

**XYZ Company** will implement, monitor and enforce this *Affirmative Action/Equal Opportunity Employment Policy Statement* and program in conjunction with all applicable Federal and State laws, regulations and executive orders. In order to implement our Affirmative Action/Equal Opportunity Employment Program, **XYZ Company** will develop written strategies and plans designated to correct any deficiencies identified. Furthermore, this policy statement, as well as the posters regarding Labor and

Discrimination Laws, shall be posted and otherwise made known to all workers in the company's home office, each satellite office, and at each job site.

Management and supervisory staff will be advised of their responsibilities to ensure the success of this program. Ultimate responsibility for this Affirmative Action/Equal Opportunity Employment Program will be with the (Insert **Head of Company's Name and Official Title**). The day-to-day duties for the plan will be coordinated by (Insert the name of the company's **Affirmative Action/Equal Opportunity Employment Officer**), who is hereby designated the Affirmative Action/Equal Opportunity Employment Officer for **XYZ Company**.

---

<sup>1</sup> If XYZ Company is a firm located in Connecticut and this EEO policy statement is the Company's only EEO policy statement, the company should include all of the covered statuses protected by Connecticut's employment law (e.g.: learning disability and genetic information) to avoid any confusion of employees' protections against discrimination.

I have expressly advised (Insert the name of the company's Affirmative Action/Equal Opportunity Employment Officer) of his/her legal responsibilities as XYZ Company's Affirmative Action/Equal Opportunity Employment Officer pursuant to the Connecticut State Agency Contract Compliance Regulations Section 46a-68j-27(4).

This Affirmative Action Plan has my total support and XYZ Company pledges its best good faith efforts to achieve the objectives of this Affirmative Action Plan. I expect each manager, supervisor and employee of this Company to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

\_\_\_\_\_

Date

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Printed Name and Printed Title of Person Signing

CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name \_\_\_\_\_

Address and Zip Code \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes ( ) No ( ) If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract

Yes ( ) No ( ) If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.

Yes ( ) No ( ) Not Required ( )

4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

\_\_\_\_\_  
Name and Title of Signer (Please Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his 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. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and 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 washrooms, restaurants and other eating areas, timeclocks, 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, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Official Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_





# City of Norwich

100 Broadway  
Norwich, CT 06360

Phone: (860)823-3700  
Fax: (860)885-2131  
Website: <http://www.norwichct.org>

## CODE OF ETHICS ACKNOWLEDGEMENT FORM

I HEREBY ACKNOWLEDGE that I have received and read the following documents:

- City of Norwich Code of Ordinances, CHAPTER 2, ARTICLE IV. – CODE OF ETHICS, Section 2-51. to Section 2-56.
- City of Norwich Code of Ordinances, CHAPTER 7, ARTICLE II. – PURCHASES, SALES AND CONTRACTS, Section 7-53. – Conflict of Interests

I Acknowledge that as a City Official, consultant or other party doing business with the City, my conduct must conform to the ethical requirements specified in the City of Norwich Code of Ordinances.

I FURTHER ACKNOWLEDGE that I have an obligation to notify the City if I become aware of a conflict and that the Ethics Commission is available to render advisory opinions concerning potential conflicts of interest.

**If you hold an elected or appointed position with the City of Norwich, please complete this section:**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Elected or Appointed Position: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**If you are a vendor, supplier or consultant to the City of Norwich, please complete this section:**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Elected or Appointed Position: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_