

ADDENDUM 2 (1/16/2009)

Project 00920 CVH:Kitchen Upgrade ph 1 Question and Answer

Question : At the walk through it was mentioned that there is asbestos pipe insulation that will be involved on this project. Will a asbestos specification be written up as addendum along with drawings indicating where the asbestos?

Question: Reviewing the Specifications, there are none listed or enclosed for the Asbestos Abatement.
Please advise.

**See answer to question below and
Standards for asbestos abatement**

1. Drawing ME-3:
Cooling coil chilled water piping on Make-up Air Unit (MUA-1) shall be provided with two-way control valve, not 3-way as shown on detail.
2. General:
Utility Distribution System (UDS) shall be based on Greenheck (or Engineer-accepted equivalent) FlexConnect type with panelboard and wiring option. Coordinate equipment layout and loads in field prior to UDS fabrication. Provide six (6) additional wired receptacles, amperages and locations to be determined in field. Provide equal number of plumbing drops for hot and cold water and steam and condensate. Provide stainless steel, water-tight line separation panels and top, same width as UDS up to 6' above finish floor. Provide the following options: Plumbing ball valves, cord & plug sets, branch breaker installed and wired, main & fire disconnect breakers, hoses and quick-connects, pressure gauges.
3. General:
Asbestos insulation on piping within existing kitchen wall shall be abated per Connecticut Department of Public Health, Standard for Asbestos Abatement of the Public Health code (see attached). Contractor shall retain the services of a state licensed, engineer-approved environmental consultant to serve as an independent asbestos abatement project monitor to ensure compliance with all local, state and federal requirements.
4. General:
Low pressure steam and condensate return piping from basement to make-up air unit on roof shall be 2" & 1 1/2" respectively.
5. General:
Contractor shall provide detailed ductwork shop drawings showing all exhaust and supply air ductwork as it pertains to ceiling layout, dimensions, clearances, etc. as required. Ceiling space is limited therefore this shop drawing is critical to fabrication of ductwork.
6. General:
Roof curbs shall be flashed into existing roof as required to maintain the integrity of existing roof system. See specifications for further information.
7. General:
All exhaust and supply air fan motors shall be rated for variable frequency drive operation.
8. General:
Heating and cooling supply air temperature shall be maintained locally by modulating coil control valves based on supply air discharge temperature. Provide all devices necessary to achieve this operation.

19a-332a-1

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 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.
- (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;
 - (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 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 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.

(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.
 - (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.
- (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.)

Addendum 1 (1/13/2009)

Project 00920 CVH:Kitchen Upgrade ph 1

Bid opening extension date & prevailing wage information

**Bid opening for this project will be extended from January
20, 2009 @ 10:00AM**

TO

January 27, 2009 @ 10:00AM

Prevailing Wage Information Below

As discussed at walk through the bid that you submit for this project can not be changed when the July 1, 2009 prevailing wage updates occur.

It is the responsibility of the contractor to incorporate that increase in there bid.

DEPT OF MENTAL HEALTH & ADDICTION SERVICES

INVITATION TO BID

PROJECT # & TITLE: 00920 CVH:Kitchen Upgrade ph 1

**PRE-BID MEETING (DATE AND TIME) (MANDATORY):
January 6, 2009 @ 10:00AM**

RE-BID MEETING HELD AT:

**Facility Name: Fiscal Services Bureau
Facility Address: Haviland Hall top floor Conference Room
Middletown Ct. 06457**

DIRECTIONS: FROM ROUTE 9 SOUTH:

Take EXIT 12, then LEFT at the end of the exit ramp onto SILVER STREET. After turning onto Silver Street, turn RIGHT at Eastern Drive. LEFT into CVH Campus (CVH green houses will be on your Right). Bear RIGHT (CVH green houses still on your right). LEFT into parking lot, Havalind is the building that houses the Valley View Café.

FROM ROUTH 9 NORTH:

Take EXIT 12. At the end of the exit ramp there is a stop sign; take a right onto BOW LANE. Take the 2nd LEFT onto HARVEY DRIVE. Haviland Hall is the building that houses the Valley View Café.

SEALED BID PUBLIC OPENING DATE AND TIME:

January 20, 2009 10:00AM

DMHAS PROJECT REPRESENTATIVE & PHONE #:

Barbara Young 860-262-6923

"BIDS SHALL BE PLACED IN SEALED ENVELOPES MARKED "SEALED BID"
MAIL SEALED BIDS TO:

<p>DMHAS FSB Havilland Hall, 1000 Holmes Drive, Middletown, CT 06457-1240 SEALED BID/ PROJECT # 00920 PUBLIC SEALED BID OPENING DATE:January 20,2009 TIME:10:00 AM</p>
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All bids shall be received at the date, time, and place specified and thereafter publicly opened and read aloud. The Department of Mental Health & Addiction Services is an EEO Organization and will not knowingly do business with any contractor that does or has been found to discriminate.

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INSTRUCTIONS TO BIDDERS

1.01 General

These instructions to BIDDERS are for the complete project known as: **CVH Kitchen Upgrade**. The project will be submitted in strict accordance with the specifications as prepared by the Connecticut Department of Mental Health and Addiction Services and procedures set forth by the Department of Public Works. The amount of each BID shall be deemed to include the entire cost and expense of every item of labor and material necessary to complete the work proposed upon, as specified, in full detail, ready for use. The successful bidder shall assume the risk of all such costs and expenses.

It is the intent of the specifications to call for finished work, tested, and ready for operation. Any incidental accessory necessary to make the work complete in all respects and ready for operation even if not particularly specified, shall be provided without extra compensation. Minor products or items of work, which by custom are not usually shown or specified, but are necessary for proper installation and operation of the completed work, shall be provided in the same manner as if actually shown or specified.

During construction in a Mental Health facility, there may be delays due to various security issues. This needs to be taken into consideration in your submitted bid. The Department of Mental Health

and Addiction Services will not authorize extra compensation for these delays. The department will assign a representative to work with the selected contractor as liaison.

Facility Representative(s):

Will Santiago

FSB Purchasing Representative(s):

Barbara Young

Title: FAO

Tel. # 860-262-6923

Fax # 860-262-6951

E-mail: barbarayoung@po.state.ct.us

1.02 BID Form and Acceptance

1. All BIDs must be received by the date and time specified at:

DMHAS FSB
PO Box 1240
1000 Holmes Drive
CVH- Haviland Hall
Middletown, CT 06457-1240

2. BID envelopes must be clearly marked. Indicate the BID number and BID Opening date and time. The name and address of the bidder should appear in the upper left hand corner of the envelope. Any correspondence shall include the project number and project title.

1. The project shall be proposed on Section 1.02 DMHAS Authorized BID form **ONLY** (Additional detailed backup may be attached if necessary)

No exceptions **See Form Below:**

- a. All BIDs shall be signed by a person duly authorized to sign BIDs on behalf of the bidder and/or company. **Unsigned BIDS will be rejected.**
- b. **Incomplete BID forms WILL result in the rejection of the BID.**

- c. **LATE BIDS received @ DMHAS FSB after the specified Bid opening date and time will not be considered or opened** . They will remain unopened in the project file. Unopened bids may be returned to vendor upon written request only.

Section 1.02 DMHAS Authorized Bid Form

Vendor Name _____

Address _____

Fein # _____

Project No. _____ **Bid Opening Date:** _____

Material Costs (Including Shipping): _____

Labor: _____

Total Base Bid _____

ADD ALTERNATE #1

Material Costs (Including Shipping): _____

Labor: _____

Total ADD ALT. #1 _____

Grand total of Base and Add Alternate #1 _____

ADD ALTERNATE #2

Material Costs (Including Shipping): _____

Labor: _____

Total ADD ALT. #2 _____

Grand total of base bid, Add Alt. #1 and Add Alt. #2 _____

Signature _____

Date _____

3. **The vendor is ultimately responsible for insuring that the BID is received before the due date/time at the FSB PO Box 1240, CVH- Haviland Hall, Middletown CT. There have been instances where independent commercial couriers have either delivered to the wrong location or have been late.** It is recommended that you **call prior to the BID opening** to verify that your BID has been received. All BIDS will be opened and read publicly and upon award are subject to public inspection.

4. The Department of Mental Health and Addiction Services shall have the right to accept or reject any BID within (45) calendar days of the BID opening date. All BID prices must be firm for a (45) day period unless otherwise specified. The State reserves the right to award this Contract by item or in its entirety, whichever is in the best interest of the State.

1.03 BID Schedule

The project shall be bid as per specifications for the complete project.

- A. Labor shall be separated from materials and the dollar amount totaled separately and submitted on **Section 1.02 DMHAS Authorized Bid Form only.**
(Additional detailed backup may be attached if necessary)
- B. 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.
- C. Addendums should be priced out separate from Base BID and submitted on **Section 1.02 DMHAS Authorized Bid Form only.**
(Additional detailed backup may be attached if necessary)

Scope of Work

Project shall include, but not be limited to: The removal of existing grease exhaust hoods and make-up air system in the kitchen of Battell Hall as indicated on project documents. Provide associated make-up air system, welded ductwork, fire suppression system, variable air volume system, utility distribution system (UDS), power and controls, etc. as required for a completely operating system.

Additional specs and drawings handed out at time of walk through.

1.05 Location and Examination of Site

1. The work will be performed at: Battell Hall Kitchen
2. **Mandatory Pre-BID Meeting** :All contractors proposing for this project **must attend** the mandatory Pre-BID Meeting to visit and examine the site before proposing, and to verify job conditions and dimensions. This meeting is intended to review the BID requirements, documents and answer any questions pertaining to the bid.
3. Time, date, location and point of contact of Mandatory Pre-BID Meeting are as noted on BID package cover sheet.
4. **Pre-BID Meeting Late arrivals will not be permitted. The Pre bid meeting will start promptly @ 10:00AM. No one will be admitted past 10:00 AM** and vendors will not be given credit for attendance nor allowed to participate in the BID process. .
Failure to attend this meeting will result in the rejection of your bid.
5. The FSB will monitor any questions addressed during this mandatory Pre-BID Meeting (walkthrough.). Any questions that cannot be answered will be documented and answered as a formal addendum on the DAS Bid Portal. Vendors are responsible to check portal before bid submission to insure they are aware of latest addendums etc.
6. **Questions:** Any vendor questions AFTER this walkthrough must be addressed via **E-mail only** to designated **FSB Purchasing Representative** and will be answered as a formal addendum on the portal to ensure all vendors have equal information regarding this bid.
All e-mailed questions must be received 7 working days prior to the bid opening date.
7. **The vendors must not have any contact with the facility prior to the contract award,** otherwise the bid becomes tainted and violates the Governor's Executive Order #3 . (Open and Equitable Bidding).
8. A contract award is not final until all bids have been thoroughly reviewed for completeness and compliance and a State Purchase Order issued.
9. **BIDS received from non-attending contractors will not be honored and disqualified.**

1.06 Contractor Qualification Requirement

The contractor shall demonstrate capability to execute this contract by submitting evidence of the following:

1. Ability to perform the contractual services as reflected by technical training and education; general experience, and specific experience in providing the required supplies, materials, equipment or contractual services; and the qualifications and abilities of personnel proposed to be assigned to perform the contractual services; the personnel, equipment, and facilities to perform the contractual services currently available or demonstrated to be made available at the time of contracting; and, a record of past performance of similar work in regard to supplies, materials, equipment or contractual services.
2. It is the responsibility of the contractor to secure all licenses, permits, approvals, or other documents necessary to complete this project.
3. Listing of at least three projects of similar scope and size that were performed within the last twelve months. Include the name, address and telephone number of a contact at each job that can be contacted and who is familiar with the project.
4. The Contractor shall use only skilled workmen who are trained and experienced in the necessary crafts and familiar with the specifications and methods needed to properly perform the work required by this project.

1.07 Form of Guarantee—Warranty

- A) All work shall be covered by the standard one (1) year guarantee from the date of substantial completion, and the material per the manufacturer's warranty.

The Contractor shall furnish to the Facility's Director of Plant Operations the foregoing documents in the following manner: Name and number of project.

I (We) hereby guarantee (or warranty) the _____ work on the referenced project for a period of _____ years from _____ to _____, against failures of workmanship and/or materials in accordance with IB 1.07 of the specification.

All guarantees supplied by subcontractors, suppliers or manufacturers will be counter signed by the General Contractor.

The contractor must remove any and all defective work and replace with material that meets specification requirements.

1.08 Codes, Rules, Ordinances & Approvals

1. All materials furnished and all work installed shall comply with all the latest, at the time of construction, applicable State and Local codes, laws and ordinances, rules and regulations.
Vendors MUST be licensed with the State of CT and provide a copy of license with submission of bid.
2. It is the intention that the specifications not violate any of the above. Where violations occur, such codes, laws, rules, ordinances, regulations and recommendations shall be complied with. The Contractor must call any and all such violations to the attention of the designated Facility contact before making any changes to the specifications or proceeding with work.
3. The Contractor shall at his expense give all notices, obtain all permits, licenses and approvals; pay all government taxes, fees and other costs in connection with the work; and obtain all required certificates of inspection for the work and deliver same to the designated Facility contact before requesting acceptance and final payment.

All apparatus, equipment and construction shall comply with the recommendations of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America and OSHA of 1970 and approved revisions.

1.09 Protection of Work and Property

Use of Premises

1. Nothing contained in the specifications shall be interpreted as giving the contractor exclusive use of the premises where the work is to be performed.
2. The contractor shall be held solely responsible for any and all damage to the existing structures; systems, equipment and site caused by him or his employees and shall repair or replace same to their original condition as directed at no additional cost to the Facility.

The work in this contract shall not interfere with the normal conditions and safe operation of the Facility and if such interference appears possible because of new connections to existing work or other reasons, the work involved must be done at a time and in a manner directed by the Facility as a part of the contract.

1. All building equipment, furnishings, grounds landscaping, etc., shall be protected from damage of every description and any such damage thereto shall be repaired or otherwise made good at no expense to the State and to the satisfaction of the Facility Representative.

2. The contractor shall supply and install any and all protective coverings and barricades necessary to protect at all times the patients, public and building personnel and the building from injury. The contractor shall provide and install all plastic sheeting, batten cleats and other materials, which he may require to protect all open, unfinished work at the end of each and every day.
3. The contractor shall be held responsible for, and must make good at his own expense, any water damage or any other cause of damage due to improper protection.
4. Due to the nature of this institution, it is mandatory that all rules and regulations are strictly adhered to and the necessary precautions taken.
5. The contractor is responsible to assure that all work is performed in accordance with all current State regulations including, but not limited to, OSHA, State Fire Codes, and the Basic Building Code of the State of Connecticut.
6. The contractor will at all times keep the premises free from the accumulation of waste materials or rubbish caused by his employees or work. All accumulated material shall be removed from the site daily at the contractor's expense.
7. It is the policy of DMHAS Facilities to prevent construction related infections and to identify and institute any and all precautions necessary during construction.

Internal Construction Activities. Depending on the scope of the project, and as determined in the Infection Control Risk Assessment performed by the Facility's multi-disciplinary team (which may consist of a member of the Plant Operations Department, an Infection Control Practitioner, Director of Patient Safety and Safety Officer) the contractor may take any or all of the following measures:

- a. Construct barriers to prevent dust from construction areas from entering patient-care areas. Barriers must be impermeable to fungal spores and in compliance with local fire codes.
- b. Seal off and block return air vents if rigid barriers are used for containment.
- c. Implement dust control measures on surfaces and divert pedestrian traffic away from work zones.
- d. If necessary, create negative air pressure in work zones adjacent to patient care areas and insure that required engineering controls are maintained. Monitor negative airflow.
- e. Monitor barriers and insure integrity of same. Repair gaps or breaks in barrier joints.
- f. If practical, seal windows in work zones, e.g. plastic sheeting.
- g. Direct pedestrian traffic away from construction zones.
- h. Provide construction crews with: Designated entrances, corridors and elevators if possible, essential services (e.g., bathroom facilities) and a space or ante room for changing clothing and storing equipment. If it is necessary to travel to patient areas from the construction zone, construction crew will don coveralls, footgear and headgear.
- i. Contractor shall clean work zones and their entrances daily.
- j. Contractor shall cover and secure debris prior to removal from the construction area.

- k. In patient care areas, for major repairs that include removal of walls and disruption of the space within, the contractor may be asked to use plastic sheets or prefabricated plastic units to contain dust and a HEPA (High Efficiency Particulate Air) filter machine to clean the air.
 - l. Upon completion of the project, contractor shall clean the work zone according to facility procedures, prior to removing the construction barriers.
8. Due to the nature of these institutions, it is required that all rules and regulations be strictly adhered to and the Facility's schedule must be maintained. The contractor shall keep the Designated Facility contact informed as to location and hours of operations so that necessary precautions can be taken if needed.

9. **Fire Protection:**

The contractor shall, during the progress of construction, assume all responsibilities for loss or damage by fire to the work included in his contract until completion of the contract. No flammable material shall be stored in the structure in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to any building at any time.

10. A) The contractor shall not, at any time, for any reason, or by any means, block, impede or inhibit the free flow of egress, for example at hallway and exit doors.
- B) The Contractor shall ensure free and unobstructed access to emergency services and for fire, police, and other emergency forces.
- C) The contractor shall ensure that additional fire-fighting equipment and trained personnel are on site as required by OSHA and other regulatory authorities.
- D) The Contractor shall prohibit his employees from smoking in the buildings, or in the areas adjacent to construction areas.
- E) The Contractor shall develop and enforce storage, housekeeping, and debris removal practices that reduce the building's flammable and combustible fire load to the lowest feasible level.
- F) The Contractor shall provide and maintain his own independent portable toilet accommodations (unless approved otherwise).
- G) The contractor shall supply to the agency a copy of all Material Safety Data Sheets (MSDS) for all products used in the process of construction, construction materials and products brought onto the premises.
11. The Contractor shall secure his unfinished work areas at the close of business each day to preclude passage by any and all unauthorized persons.

1.10 Security Regulations, Tools/Equipment Control & Vendor Conduct

The following regulations and guidelines are “general” in nature and vendor(s) may be subject to more restrictive regulations and guidelines while performing work in any one of the DMHAS facilities.

TOOLS:

- All tools are to be accounted for at all times.
- At NO time shall tools or equipment be left unattended.
- At the end of the day, tools left behind MUST be secured with a padlock.
- Missing tools or equipment must be immediately reported.

PATIENT & EMPLOYEE CONTACT:

- Contractors shall NOT have any contact with employees or patients. Exception to be employees that are involved with the work to be performed.
- Providing personal favors, errands, money, cigarettes, etc. to patients is STRICTLY prohibited.

WEAPONS & ILLEGAL SUBSTANCES:

- **NO** Weapons, Alcohol, or Drugs shall be brought onto facility grounds.
- Smoking is NOT permitted in the building or within 30 feet of the building.

CONFIDENTIALITY:

- NO Pictures shall be taken of patients. Any pictures required to document project progress SHALL NOT contain patients. Advanced approval to take pictures shall be requested.
- DO NOT acknowledge patients that you may know from the outside.
- DO NOT disclose any information that you may learn (while working inside a facility) to other people.

SAFETY

- All injuries shall be immediately reported to the work crew supervisor and facility coordinator.
- All workers shall remove ignition keys and lock their vehicles. No parking in fire lanes.
- Egresses cannot be blocked.

- No disruption to fire alarm/fire suppression systems without prior notification/approval.
- The integrity of the building cannot be tampered with.

1.11 Notice to Proceed

The contractor shall not start work until he has a fully executed approved purchase order. Within five (5) working days after receipt of the purchase order and prior to the start of construction, the contractor shall schedule a pre-construction meeting with the facility representative and at that time a start date will be established.

1.12 Time of Completion

The contractor shall complete the project within **180** calendar days of contract award or notice to proceed (receipt of Purchase Order). Once on site, the contractor's work force shall remain mobilized until work is completed unless otherwise is specifically approved by the facility representative. Working days for this project shall be Monday through Friday, exclusive of State or national Holidays. No Saturday or Sunday work shall be allowed without special written permission by the facility representative.

Upon completion of the contract, the contractor shall make a request in writing to the Facility Physical Plant Department for an inspection of the work.

The Contractor shall provide safe access to the work for use by the Designated Facility contact for an inspection of the work with the contractor's representative.

1.13 Liquidated Damages

It is hereby declared and agreed by and between the contractor and the State of CT/DMHAS that the date of commencement, rate of progress, and time of completion of the work are essential provisions, conditions and that it would be impracticable and impossible to determine and ascertain the actual damages the State of CT/DMHAS would incur by reason of a delay in the completion of the work. It is, therefore, agreed by and between the contractor and State of CT/DMHAS that, at the discretion of the State of CT/DMHAS, the contractor shall and does hereby agree to pay the State of CT/DMHAS as liquidated damages (and not as a penalty) the sum of two hundred dollars (\$200.00) for each and every working day that the contractor shall be in default, hereunder for failing to complete the project on the date specified above except as such date shall be extended, in writing upon request of the contractor, for the period of an excusable delay. Any such payments due to the State of CT/DMHAS by the contractor may be deducted by the State of CT/DMHAS from any sums due to the contractor.

1.14 Payment

Payment will be processed as follows:

1. Projects under \$25,000 - A single invoice submitted by the prime contractor following the acceptance of the completed project.
1. Projects \$25,000 or greater - Three invoices submitted by the prime contractor; one when all material or equipment is on site or the project is 50% completed (which ever is greater), two when the project is substantially complete, and three when the project is totally complete and accepted. It is the agency's prerogative to retain 10% of the final payment for a period up to 90 days to insure the final completion and functionality of installed components and systems.
- 2.
3. Payment terms: 45 days after completion of the work. Special payment incentive discounts may be offered.
4. The invoice shall contain the State Purchase Order number. Invoices received without reference to a valid State Purchase Order number will result in delay of payment

1.15 Salvage and Disposal

1. All removed materials that are salvageable (copper or lead) are the property of the Facility and shall be delivered to and accepted by Facility personnel at a time mutually agreeable to the contractor and the Facility, unless otherwise directed by the Facility.
2. All debris resulting from the performance of this contract will be the property of the contractor and shall be completely picked-up and containerized at the building site not less frequently than at the close of business daily.
3. The Contractor for this project shall provide the dumpster to receive all debris generated as a by-product of the work called for herein. The Contractor shall cover the dumpster at the close of business each and every day.

1.16 Wage Rates

Prevailing wage rates are applicable **if the submitted BID exceeds the sum of \$400,000.00 (for new construction) or \$100,000.00 (if renovation/alteration)**. The contractor is responsible for assuring that the payment of wages are as published by the Connecticut State Labor Department for the area where the job is being performed.

In accordance with the provisions of Section 31-53 of the General Statutes of Connecticut, the following applies "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 this section (31-53 of the General Statutes), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make 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."

All contractors must submit weekly to Department of Mental Health and Addiction Services Facility Representative, a certified payroll and compliance statement. A copy of this statement will be kept on file at the facility and a copy will be forwarded to the Department of Labor. 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. A *Payroll Certification for Public Works Projects* form has been attached following the Wage Rate section of this contract if applicable.

1.17 Bonds

1. **A BID surety** of not less than 10% of BID amount is required to accompany BID in the form of a bond or certified check made out to the Comptroller of the State of Connecticut **if submitted BID exceeds \$50,000.** Unawarded vendor bonds returned upon written request.
2. **A performance, and labor and material payment, surety** of not less than 100% of BID amount is required of low bidder in the form of a bond made out to the Comptroller of the State of Connecticut **if submitted BID exceeds \$50,000.** It is to be submitted to the Department of Mental Health and Addiction Services prior to award of contract and issuance of purchase order.

1.18 Insurance

1. The Contractor shall not start work under this contract until he has obtained the following insurance and until the insurance has been approved by the State of CT/DMHAS nor shall the contractor allow any subcontractor to start his work until insurance required by the subcontractor has been obtained and approved. **The contractor shall send insurance certificate with sealed bid documents to DMHAS FSB Purchasing, PO Box 1240, CVH - Haviland Hall, Middletown, CT 06457**
2. The Contractor shall take out and maintain during the life of the contract, workers' compensation insurance for all employees working at the site and, in case any work is sublet, the Contractor shall require the subcontractor to provide workers' compensation insurance for all of the latter's employees. In case any class of employees engaged in hazardous work under this Contract is not protected under the workers' compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, insurance for those employees.
3. The Contractor shall take out and maintain during the life of a contract, public liability and property damage insurance to protect him and the State of CT/DMHAS's interest as their interests may appear. Each subcontractor shall take out and maintain insurance to protect him from claims for damage for injury, including accidental death and from claims for property damage, which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by any employee unless such employees are covered by the protection afforded by the Contractor. Types and amounts of insurance required shall be as follows:

DESCRIPTION		SINGLE COVERAGE	LIMIT	EACH ACCIDENT	AGGREGATE
Protective Liability	BI	\$1,000,000			
Protective Liability	PD	\$100,000		\$500,000	
		(for and in the name of the State of Connecticut)			
Contractor's Liability	BI	\$1,000,000			
Contractor's Liability	PD	\$100,000		\$500,000	
Contractor's Protective Liability	BI	\$1,000,000			
Contractor's Protective Liability	PD	\$100,000		\$500,000	

- Coverage for damage or loss resulting from Type C - Collapse or Structural Injury, Type U - Underground Damage, Type X - explosion or blasting, ordinarily excluded from coverage, shall be provided in the amounts and manner specified in this article if required in the bid for the specified project. Builders Risk insurance, not ordinarily required, shall be provided in accordance with the amount and manner specified in the bid for the specified project if such insurance is required in the bid.

IB 1.19 Advertising

Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Procurement Services.

1.20 Health Insurance Portability and Accountability Act (HIPAA)

Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidders services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

BIDDERS REQUIREMENTS

*** BID DOCUMENTS (VENDOR QUOTE)** YES NO N/A
Must Submit: **DMHAS Authorized BID form in Section 1.02**
(Additional detailed backup may be attached if necessary)

*** ** CERTIFICATE OF INSURANCE COVERAGE** YES NO N/A
(Worker’s Compensation, BI, and PD)

*** SIGNED BIDDER CERTIFICATION STATEMENT** YES NO N/A
(See bottom of page)

*** ** QUESTIONNAIRE SEC Q** YES NO N/A

*** AFFIRMATIVE ACTION (EEO-1 REPORT)** YES NO N/A

*** BID BOND OR CHECK** YES NO N/A
(BIDS GREATER THAN OR EQUAL TO \$50,000)

MANUFACTURER INSTALLER or RESELLER YES NO N/A
CERTIFICATION

*** ** CONTRACTOR STATE OF CT LICENSE** YES NO N/A

PERFORMANCE, LABOR, & MATERIAL BOND YES NO N/A
(BIDS GREATER THAN OR EQUAL TO \$50,000)

Due at time of Award only.

PREVAILING WAGE REQUIREMENTS YES NO N/A
(ALTERATIONS & RENOVATIONS: BIDS EQUAL TO OR GREATER THAN \$100,000).
(NEW CONSTRUCTION: BIDS EQUAL TO OR GREATER THAN \$400,000.)

*** These items must be submitted with BID.**

**** At the bid opening, should any of these items be missing from the apparent lowest bid package, a 24-hour grace period shall be awarded. The contractor will be notified of the omission(s) via fax or email and given 24 hours from the time of the bid opening to provide the missing document(s). Failure to supply the proper documentation within the 24-hour period will disqualify the bid, and the contract will be awarded to the next lowest bidder.**

Other items listed must be submitted before start of work, if applicable.

BIDDER CERTIFICATION STATEMENT:

I have carefully read, understand and will comply with all of the above Project Terms and Conditions, Security Regulations and BID Submission Requirements. I have received and incorporated all BID Addendums (if any) posted on the DAS Web Portal and have incorporated these within the BID.

_____|_____
Vendor Name (Printed & Signed)
Date: _____

QUESTIONNAIRE

Q 1.01 Information

The bidder whose bid is accepted will be required to furnish the materials he has listed herein unless such items do not, in the opinion of the State of CT/DMHAS, comply with the requirements and intent of the Specifications. Materials rejected as not complying may not be used on the job site and the Contractor shall furnish substitute items, which are in strict accordance with the Specifications as approved by the State of CT/DMHAS.

Q 1.02 MATERIALS

LONG LEAD ITEM

<u>MATERIALS</u>	<u>MANUFACTURER & NO.</u>	<u>ESTIMATED DELIVERY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Q 1.03 EXPERIENCE / REFERENCES

** Reference IB 1.06 (Contractor Qualification Requirement)
List similar type installations/vendor references completed in the last 12 months (at least 3).

VENDOR	CONTACT NAME	PHONE#	EMAIL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Q 1.04 SUBCONTRACTORS

VENDOR	CONTACT NAME	PHONE#	EMAIL
_____	_____	_____	_____
_____	_____	_____	_____
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COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes. According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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 Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations. The awarding agency will consider the following factors when reviewing the bidders qualifications under the contract compliance requirements: (a) the bidders success in implementing an affirmative action plan; (b) the bidders success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive; (c) the bidders promise to develop and implement a successful affirmative action plan; (d) the bidders submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and (e) the bidders promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES
TO ALL LABOR UNIONS, WORKER=S REPRESENTATIVES AND VENDORS:**

Any contract this contractor has with the State of Connecticut or political subdivisions of the state other than municipalities shall be performed in accordance with CONN. GEN. STAT. Section 4a-60 and Section 4a-60a. This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor=s employment practices and procedures which relates to our responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a.; and

2. Agrees to include the provisions of CONN. GEN. STAT. Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions. WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;
2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;
3. Shall state in all advertisements for employees that it is an Affirmative action-equal opportunity employer@;
4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and 46a-68f; and
5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, WHICH INCLUDES HOMOSEXUALITY, BISEXUALITY AND HETEROSEXUALITY:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation once employed; and
 2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Section 46a-56.
- Persons having questions about this notice or their rights under the law are urged to contact the:

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
DIVISION OF AFFIRMATIVE ACTION, MONITORING & CONTRACT COMPLIANCE
21 Grand Street
Hartford, Connecticut 06106
(860) 541-3400

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

**STATE OF CONNECTICUT
DEPARTMENT OF MENTAL HEALTH & ADDICTION SERVICES
EMPLOYMENT INFORMATION FORM**

Bidder/Contractor	Contact Person	Date
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Address	Phone Number	Contract Award Number
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Report all permanent full-time or part time employees, including apprentice and on-the-job trainees. Enter the numbers on all lines and in all columns.

JOB CATEGORIES	OVERALL TOTALS (Sum of all Columns, A through F Male and Female)	A White (Not of Hispanic Origin)	B Black (Not of Hispanic Origin)	C Hispanic	D Asian or Pacific Islander	E Amer. Indian or Alaskan Native	F Physically Disabled
Officials and Managers							
Professionals							
Technicians							
Sale Workers							
Office & Clerical							
Craft Workers (skilled)							
Operatives (semi skilled)							
Laborers (unskilled)							
Service Workers							
TOTALS ABOVE ==>							

Do you use CT DECD Certified Minority Businesses as Subcontractors or Supplies?		YES	NO	Explain:
Are your goods, services and facilities accessible and usable to individuals with disabilities?		YES	NO	Explain:
Do you use an Affirmative Action Plan?		YES	NO	Explain:

Describe your Recruitment, Hiring, Training and Promotion Anti-Discrimination Practices.