

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE &amp; TIME REQUIRED</u>
GL-2011-18	Asbestos Removal at 429 Marlborough Road and 131 Addison Road	Thursday, December 9 <sup>th</sup> , 2010 at 11:30 AM

The Town of Glastonbury is currently seeking bids for removal and disposal of asbestos from six (6) buildings located on the former Aviagen property located at 429 Marlborough Road and the remains of the former VFW Hall building located at 131 Addison Road in Glastonbury, Connecticut.

Prevailing Wages: The contractor must comply with Section 31-53 of the Connecticut General Statutes as amended, including annual adjustments in prevailing wages.

Bid Forms may be obtained from the Town's website at [www.glastonbury-ct.gov](http://www.glastonbury-ct.gov) or from the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level).

**An optional pre-bid meeting and site walk-through will be held at 429 Marlborough Road on Wednesday, December 1<sup>st</sup> at 9:00 AM. Potential bidders who have not previously toured this site are strongly encouraged to attend since this will be the only opportunity for access to the inside of these buildings during the bid period. Interested bidders that have previously toured the site may also attend; however, attendance is not mandatory.**

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interests of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

Mary F. Visone  
Purchasing Agent

**ASBESTOS REMOVAL AT 429 MARLBOROUGH ROAD  
AND 131 ADDISON ROAD  
INVITATION TO BID**

**BID #GL-2011-18**

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**ASBESTOS REMOVAL AT 429 MARLBOROUGH ROAD  
AND 131 ADDISON ROAD  
INVITATION TO BID**

**BID #GL-2011-18**

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded, and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent, or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The award will be on the basis of bid total cost unless otherwise specified. The bid total cost shall be arrived at by the mathematical calculation of the unit price multiplied times the quantity specified for each line item, and the total sum of all line items in the bid. In the event that the Town finds computational errors in a respondent's bid proposal, the bid total cost shall be recalculated by the Town based on the unit prices contained in the bid proposal.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. The envelope enclosing your bid should be clearly marked by bid number, time of bid opening, and date.
6. Specifications must be submitted complete in every detail and, when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the bid.
8. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Glastonbury.
9. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.
10. Each Bid must be accompanied by a Bid Bond payable to the Town for ten percent (10%) of the total amount of the bid. The Bid Bond of the successful Bidder will be retained until the Performance and Payment Bond has been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. A 100% Performance and Payment Bond is required of the successful Bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bond will be returned upon the delivery and acceptance of the bid items.

12. The Bidder agrees and warrants that in the submission of this sealed Bid, they will not discriminate or permit discrimination against any person 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 such Bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed Bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the Bidder. An Affirmative Action Statement will be required by the successful Bidder.
13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this Bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at [www.glastonbury-ct.gov](http://www.glastonbury-ct.gov). Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the Code of Ethics and the Consultant Acknowledgement Form. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid.
16. **Non-Resident Contractors:** The Town is required to report names of non-resident (out-of-State) contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all non-resident contractors must furnish a five percent (5%) sales tax guarantee bond (State Form AU-766) or a cash bond for five percent (5%) of the total contract price (State Form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Non-Resident Contractors SN 2005 (12). If the above bond is not provided, the Town is required to withhold five percent (5%) from the contractor's payments and forward it to the State DRS.

The contractor must promptly furnish to the Town a copy of the Certificate of Compliance issued by the State DRS.
17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of

any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

19. It is the responsibility of the bidder to check the Town's website before submitting bid for addendums posted prior to bid opening.
20. **Prevailing Wage Rates:** Wage Rate Determination for this Project from the State of Connecticut is included in the bid documents. Certified payrolls for site labor shall be filled out weekly and submitted monthly to the Town on the correct State form (See Project Manual). The Town reserves the right to, without prior notice, audit payroll checks given to works on site in order to ascertain that wages and fringe benefits are being paid as required by the State of Connecticut. Contractor to comply with Connecticut General Statutes Section 31-53, as amended. Please make special note of the State requirement to adjust wage and fringe benefit rates on each July 1st following the original published rates. These revised rates are available via the internet. See State material attached.

NOTE that bidder is to include in its bid proposal all costs required by such annual increases in the PREVAILING RATES. No Escalation Clauses are to be included in the bidder's proposal and no Escalation Clauses will be in the Contract Agreement. Bidder is to anticipate any future increases and include these costs in its quotation.

Contractor's invoices will not be paid if certified payrolls are incomplete, incorrect or not received in a timely manner.

All Apprentices must be registered with the State of Connecticut and their number shall not exceed the number allowed by law. Otherwise, all workers must be paid at least the Journeyman rate listed including benefits.

**OSHA SAFETY AND HEALTH CERTIFICATION:** Effective July 1, 2009: Any Mechanic, Laborer, or Worker, who performs work in a classification listed on the prevailing wage rate schedule on any public works project covered under C.G.S. Section 31-53, both on site and on or in the public building, must have completed a federal OSHA Safety and Health course within the last 5 years.

21. **Qualifications Statements and References:** Respondents shall include a description of three (3) projects with references to demonstrate successful experience with similar projects as part of their bid response. Copies of state licenses and certifications must also be provided with the bid response.

**IMPORTANT: Failure to comply with general rules may result in disqualification of the Bidder.**

**NOTE:** Any technical questions regarding this bid shall be made **in writing** (email acceptable) and directed to Stephen M. Braun P.E., Assistant Town Engineer, 2155 Main Street, PO Box 6523, Glastonbury, CT 06033; [stephen.braun@glastonbury-ct.gov](mailto:stephen.braun@glastonbury-ct.gov). Fax (860) 652-7734 between the hours of 8:00 a.m. – 4:30 p.m. For administrative questions concerning this bid/proposal, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588. All questions, answers, and/or addenda, as applicable will be posted on the Town's website at [www.glastonbury-ct.gov](http://www.glastonbury-ct.gov). (Upon entering the website click on Bids & RFP's). The request must be received at least five (5) business days prior to the advertised response deadline. **It is the respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.**

**01.00 WORKMANSHIP, MATERIALS AND EMPLOYEES**

- 01.01 Wherever in this contract the word "Engineer" is used, it shall be understood as referring to the Town Engineer/Manager of Physical Services of the Town of Glastonbury acting personally or through any assistants, duly authorized.
- 01.02 The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- 01.03 The wording "furnish", "install", "construct", "furnish and install", or any similar terms, unless specifically noted to the contrary, shall include all labor, materials, water, tools, equipment, light, power, transportation, and any other services required for the completion of the work.
- 01.04 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

**02.00 SUPERINTENDENT**

- 02.01 The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.

**03.00 PRECONSTRUCTION MEETING**

- 03.01 A Preconstruction Meeting will be held with the Engineer, Contractor, and any private utility company prior to commencing any work. The Engineer shall arrange the meeting based on a mutually convenient time.

**04.00 PERMITS**

- 04.01 All permits, licenses, and fees required for the performance of the Contract work shall be secured and paid for by the Contractor in advance of any work taking place.

**05.00 PROPERTY ACCESS**

- 05.01 The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.
- 05.02 The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.

05.03 The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported, in writing, to the Engineer.

**06.00 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY**

06.01 The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract.

06.02 The Contractor shall adequately protect adjacent private and public property as provided by law and the Contract Documents.

06.03 The Contractor shall make good any damage, injury, or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions.

**07.00 EXISTING IMPROVEMENTS**

07.01 The Contractor shall conduct his work so as to minimize damage to existing improvements designated to remain. Except where specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as near as practical, all improvements on public or private property. This shall include:

- a. Property within and adjacent to the work area such as shrubs, walks, driveways, fences, etc.
- b. Utility mains, ducts, poles, and services. The Contractor is hereby notified that utilities, if/where shown on the plans, are at approximate locations. These locations are subject to possible errors in the source of information and errors in transcription. The Contractor shall make certain of the exact location of all mains, ducts, poles, and services prior to excavation.

**08.00 SEPARATE CONTRACTS**

08.01 The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of Glastonbury forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.

**09.00 INSPECTION OF WORK**

09.01 The Town shall provide sufficient personnel for the inspection of the work.

09.02 The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

09.03 If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

09.04 Re-inspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

**10.00 RIGHT TO INCREASE OR DECREASE WORK**

10.01 The Town shall have the right to increase or decrease the amount of work herein specified as may be required.

**11.00 RIGHT OF ENGINEER TO STOP WORK FOR WEATHER CONDITIONS**

11.01 Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the streets in proper condition for use by the public during the time the work is suspended as herein provided, without cost to the Town.

**12.00 CONTRACTOR TO BE RESPONSIBLE FOR IMPERFECT WORK OR MATERIALS**

12.01 Any faithful work or imperfect material that may be discovered before the acceptance and the payment of the work shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to construct work in the proper manner and the use of materials herein specified.

**13.00 TOWN MAY NOTIFY CONTRACTOR IF WORK IS NOT CARRIED ON SATISFACTORILY**

13.01 If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations or the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will ensure the completion of the work in the time specified.

13.02 If, within five days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.



13.03 Additional costs incurred over and above the original Contract shall be borne by the Performance Bond.

**14.00 DEDUCTIONS FOR UNCORRECTED WORK**

14.01 If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made there for.

14.02 The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town, and shall bear the expense of making good all work by other contractors destroyed or damaged by such removal or replacement.

14.03 If the Contractor does not remove such condemned work and materials as promptly as possible after written notice, the Engineer may remove them and store the materials at the expense of the Contractor.

**15.00 CLEANING UP**

15.01 The Contractor must remove all debris of every description as the work progresses and leave the surroundings in a neat and orderly condition to the satisfaction of the Engineer.

15.02 Upon completion, and before acceptance and final payment, the Contractor shall remove from the site all equipment, forms, surplus material, rubbish and miscellaneous debris and leave the site in a neat and presentable condition.

**16.00 ROYALTIES AND PATENTS**

16.01 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town of Glastonbury harmless from loss on account thereof, except that the Town of Glastonbury shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Town of Glastonbury.

**01.00 NOTICE TO CONTRACTOR**

01.01 Intent of Contract: The intent of the Contract is to prescribe a complete work or improvement which the Contractor undertakes to do, in full compliance with the specifications, plans, special provisions, proposal and Contract. The contractor shall perform all work in close conformity with the plans or as modified by written orders, including the furnishing of all materials, supplies, transportation, labor, and all other things necessary to the satisfactory prosecution and completion of the project.

The Contractor shall exercise every care in every phase of the work to ensure the safety and well being of persons and property.

**02.00 COMMUNICATIONS**

02.01 All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

02.02 Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may, from time to time, designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

02.03 All papers required to be delivered to the Town shall, unless otherwise specified in writing to the Contractor, be delivered to the Town Engineer/Manager of Physical Services, 2155 Main Street, Glastonbury, CT 06033, and any notice to, or demand upon, the Town shall be delivered at the above address in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office or to such other representatives of the Town, or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose.

02.04 Any such notice shall be deemed to have been given as of the time of actual delivery or, in case of mailing, when the same should have been received in due course of post or, in the case of telegrams, at the time of actual receipt, as the case may be.

**03.00 INSURANCE**

03.01 The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1. Worker's Compensation Insurance:

- Statutory Coverage

- Employer's Liability
  - \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee
2. Commercial General Liability:
- Including Premises and Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors
  - Limits of Liability for Bodily Injury and Property Damage  
Each Occurrence: \$1,000,000  
Aggregate: \$2,000,000  
(The Aggregate Limit shall apply separately to each job.)
  - A Waiver of Subrogation shall be provided.
3. Automobile Insurance:
- Including all owned, hired, borrowed, and non-owned vehicles
  - Limit of Liability for Bodily Injury and Property Damage:  
Per Accident: \$1,000,000
4. Asbestos General Liability Insurance:
- Limit of Liability of \$1,000,000

03.02 The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Bidder shall provide the Town copies of any such policies upon request.

03.03 INDEMNIFICATION: To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**04.00 WORK BY OTHERS**

04.01 Private utilities, contractors, developers or other parties may be expected to be working within the Contract area during this Contract. It shall be the responsibility of the Contractor to coordinate his work with the work being done by others in order that the construction shall proceed in an efficient and logical manner. The Contractor shall have no claim or claims whatever against the Town, the Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

**05.00 CONTRACTOR'S WORK AND STORAGE AREA**

05.01 The Contractor shall contact the Town to determine if any specific locations will be designated, or gain its approval prior to using any area for storage of equipment, materials and trailers during the period of this Contract. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Engineer and at not cost to the Town.

**06.00 DISPOSAL AREA**

06.01 The Tryon Street Bulky Waste Facility will be available to the Contractor, at no charge, for disposal of materials that are accepted at that facility. **No materials containing lead-based paint or asbestos of any level shall be dumped at the Tryon Street facility.** The Contractor is required to obtain a disposal area for all other unsuitable or surplus materials at no cost to the Town.

**07.00 DUST CONTROL**

07.01 The Contractor shall, at no cost to the Town, secure a water source for spraying down demolition material. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed, without additional compensation.

**8.00 PROTECTION OF EXISTING UTILITIES**

8.01 Before starting any excavation, the Contractor shall submit to the Engineer plans or details showing the proposed method the Contractor will use to support and protect all existing utilities during construction. The furnishing of such plans and details shall not serve to relieve the Contractor of any responsibility for the proper conduct of the work.

8.02 There will be no extra payment for submitting plans or details for supporting and protecting all existing utilities during construction.

**9.00 TIME FOR COMPLETION/NOTICE TO PROCEED**

- 9.01 Within ten (10) calendar days after the date of the Notice of Award, the Contractor must provide the appropriate bond and insurance certificates to the Town Purchasing Agent and shall be issued a Notice to Proceed and a Purchase Order prior to initiating any physical work on the project.
- 9.02 Asbestos abatement work shall commence within fourteen (14) days of the date of the Notice to Proceed / Purchase Order. After the asbestos abatement work has begun, it shall continue in an orderly fashion and shall be fully completed within sixty (60) consecutive calendar days from the date of commencement.
- 9.03 The Engineer reserves the right to extend the contract an additional thirty (30) days by mutual written agreement.

**10.00 MEASUREMENT AND PAYMENT**

All direct, indirect, or incidental costs of work and/or services required by these specifications shall be included in the Lump Sum prices as contained in the Bid Proposal.

**11.00 HAZARDOUS MATERIALS SURVEY REPORT**

A Pre-Demolition ACM and Lead-Based Paint Survey was prepared for the various buildings located at 429 Marlborough Road by Triton Environmental, Inc. which is included as Attachment B to these specifications. The Bidder is hereby alerted to the "Special Considerations" section on pages 7 to 8 and the "Limitations" section on page 9 of this report.

A Pre-Demolition Asbestos Containing Materials and Lead Inspection Report for 131 Addison Road and 210 Griswold Street by Triton Environmental, Inc., which is included as Attachments D to these specifications. The Bidder is hereby alerted to the "Limitations" section on page 5. The Bidder is hereby requested to ignore references to the Town property located at 210 Griswold Street as this property was previously demolished and is not included in the scope of work for this assignment.

**12.00 LEAD BASED PAINT**

Exposure levels of lead in the construction industry are regulated by 29 CFR 1926.62. Construction activities disturbing surfaces with lead-containing paint which are likely to be employed, such as sanding, grinding, welding, cutting and burning, have been known to expose workers to levels of lead in excess of the Permissible Exposure Limit (PEL). Conduct demolition and removal work specified in the technical sections of this specification in conformance with these regulations. In addition, construction debris/waste may be classified as hazardous waste. Disposal of hazardous waste material shall be in accordance with 40 CFR Parts 260 through 271 and Connecticut Hazardous Waste Management Regulations Section 22a-209-1; 22a-209-8(c); 22a-449(c)-11 and 22a-449(c)-100 through 110.

Testing for lead-based paint has been conducted at some of the facilities scheduled for asbestos removal and future demolition. Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of LBP. The Contractor

shall be responsible for verification of all field conditions affecting performance of the work and disposal of demolition materials.

**13.00 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS**

This award of bid is subject to the conformance of the Contractor to all Federal, State, and Local laws, statutes, regulations, ordinances or other requirements that are applicable to the type of work contained in these specifications.

**14.00 MAINTENANCE / GUARANTEE PERIOD**

The Contractor shall be held responsible to the Town for maintenance for a minimum of one year following completion of all work under this Contract with respect to defects, settlements, etc.

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**004.0 ASBESTOS REMOVAL**

004.1 General: The asbestos work under this contract calls for a Connecticut licensed and insured asbestos abatement contractor to perform the removal of asbestos from a total of eight buildings, including six (6) buildings located at 429 Marlborough Road and the remains of a building located at 131 Addison Road. All asbestos containing materials removed from these facilities shall be disposed of at a facility permitted to handle this type of waste.

***Note: All of the existing buildings contain furniture, debris, and other items that are in the way of the asbestos removal work. The Contractor will be responsible for relocating any and all items as required for proper performance of the asbestos removal described under this contract.***

004.2 Submittals: All state notifications, building permits and any other applicable permits or licenses must be obtained before commencement of abatement work, and a copy of these provided to the Engineer.

The Contractor shall provide a copy of all state licenses and certifications for all employees who will be involved in the asbestos abatement work. The Contractor shall also provide a copy of their Health and Safety Plan for review by the Engineer.

004.3 Independent Industrial Hygienist: The Contractor shall retain the services of an Independent Industrial Hygienist to oversee all work related to the removal and disposition of asbestos. The Contractor shall make direct payment for all such services, which shall be included in the contract unit price for this work. The selection of the Independent Industrial Hygienist shall be subject to the approval of the Engineer. No abatement work shall commence until all appropriate submittals have been received from the Independent Industrial Hygienist and the Engineer has authorized the work to proceed.

004.4 Scope of Work: This scope of work includes removal and disposal of asbestos containing materials from six (6) buildings located at 429 Marlborough Road and the remains of a building located at 131 Addison Road. The scope of work is described separately for each site below.

**429 Marlborough Road:**

The complete evaluation report describing asbestos containing materials located at this property can be in Attachment B. Note that eleven (11) buildings were characterized in Attachment B were previously demolished and are therefore not included in the scope of work for this project, as described in Table 1 below.

<b>Table 1. 429 Marlborough Road – Scope of Work</b>	
<b>Included in Scope</b>	<b>Not Included in Scope</b>
1. Main Office Building	1. Truck Wash Building
2. Laboratory Storage Building	2. Shower / Laundry Building
3. Residential House #1	3. Production Office
4. Residential House #2	4. Poultry House #45
5. Residential House #3	5. Poultry House #49
6. Residential House #4	6. Poultry House #55
	7. Residential Apartment #2
	8. Residential Apartment #4
	9. Furnace Building
	10. Residential Apartment #5
	11. Residential Apartment #6



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The site plan included as Attachment C shows the location of the various buildings on the property and identifies those that are included in this contract. The summary of asbestos containing materials included on pages 2 through 7 of Attachment B is also reproduced in Table 2 below for the convenience of the bidder.

<b>Table 2. Summary of Identified Asbestos Containing Materials 429 Marlborough Road</b>				
<b>MAIN OFFICE BUILDING</b>				
<b>Sample Nos.</b>	<b>Material Type</b>	<b>Sample Location</b>	<b>Asbestos Content (%)</b>	<b>Material Quantity (Approx)</b>
4-6	1x1 White Floor Tile/Mastic	Lobby #1 & Room #2 – top layer Hallway #3, 4 – only layer Room #3 – under plywood, bottom layer	3% Chrysotile 3% Total Asbestos	~5,200 SF
7-9	9x9 Green Floor Tile/Mastic	Lobby #1, Room #2 – bottom layer Offices 1-6 – only layer	4% Chrysotile 4% Total Asbestos	~2,050 SF
10-12	9x9 Red Floor Tile/Mastic	Waiting Room & Office #7 –only layer	4-5% Chrysotile 4-5% Total Asbestos	~345 SF
13-15	9x9 Tan Floor Tile/Mastic	Hallway #1 – only layer	5% Chrysotile 5% Total Asbestos	~820 SF
16-18	Linoleum	Room #3 – top layer	20% Chrysotile 20% Total Asbestos	~455 SF
22-24	9x9 Tan Floor Tile/Yellow Mastic	Office #10 & #11 – only layer	4% Chrysotile 4% Total Asbestos	~140 SF
25-27	9x9 White Floor Tile/Black Mastic	Offices 8, 26, 29 – only layer	5% Chrysotile 5% Total Asbestos	~895 SF
28-30	9x9 Light Tan Floor Tile/Black Mastic	Office #9 & Hallway #6	4% Chrysotile 4% Total Asbestos	~1,610 SF
37-39	Tan Floor Tile	Storage Room #3	2% Chrysotile 2% Total Asbestos	~60 SF
40-42	Linoleum & Mastic	Room #4	2% Chrysotile* 2% Total Asbestos	~285 SF
43-45	Transite Panels/ Wall & Ceiling	Storage Room #4 & #33 – ceiling only	20% Chrysotile 20% Total Asbestos	~2,100 SF
46-48	Floor Tile	Room B – Section 1D – Basement	4% Chrysotile 4% Total Asbestos	~220 SF
49-51	Floor Tile/ Black Mastic	Room C – Section 1D – Basement	4% Chrysotile 4% Total Asbestos	~720 SF
69-71	Mastic/Light Grey Cove Base	Offices #1-7, Open Room C, Hallway #9 & #10, Main Entrance Stairwell – 2 <sup>nd</sup> Floor	2% Chrysotile 2% Total Asbestos	~1,780 SF
101	Pipe Insulation	Bottom of Basement #2 Stairs – Pipe elbow behind wall	60% Chrysotile 60% Total Asbestos	1 Elbow
102-104	Flashing Tar	Interior – top of wall in open rooms – Levels #1 & #2	10% Chrysotile 10% Total Asbestos	~50 SF
107-109	Glazing	Exterior Windows	2% Chrysotile 2% Total Asbestos	25 Windows
114-115	Silver Paint	Built Up Roofing – Roof B	3% Chrysotile 3% Total Asbestos	~7,000 SF
119	Silver Paint	Built Up Roofing – Roof A	2% Chrysotile 2% Total Asbestos	~10,000 SF
120-122	Tar-Silver Paint	Siding of Tower – Roof A	7% Chrysotile 7% Total Asbestos	~250 SF
126-128	Flashing	All Roofs – around penetrations, seams, edges, bottom of ducts & rolled on roofing	8% Chrysotile 8% Total Asbestos	~1,000 SF

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<b>LABORATORY STORAGE BUILDING</b>				
1-5	1x1 Floor Tile Mastic	Hallway #1, Main Room #1, Room #2, Offices 1-4, men's & women's bathrooms	3% Chrysotile 3% Total Asbestos	~2,600 SF***
12-14	Transite Panels	Throughout building except basement & equipment storage	20% Chrysotile 20% Total Asbestos	~7,350 SF
<b>LABORATORY STORAGE BUILDING (cont)</b>				
32-34	Exterior Window Caulking	Room #1	2% Chrysotile 2% Total Asbestos	6 Windows
51-53, 60-62	Tar-Silver Roofing Paint	Flat Roof	4-15% Chrysotile 4-15% Total Asbestos	~7,250 SF
54-56	Flashing	Around Penetrations & on Concrete Wall – Flat Roof	15-18% Chrysotile 15-18% Total Asbestos	~50 SF
57-59	Roof Tar	Seams of Rolled Roofing & Patching – Flat Roof	4% Chrysotile 4% Total Asbestos	~1,000 SF
<b>RESIDENTIAL HOUSE #1</b>				
14-16	Linoleum	Hallway & Basement Stairs – Top Layer	20% Chrysotile 20% Total Asbestos	~80 SF
29-31	Flooring	Room 4	2% Chrysotile 2% Total Asbestos	~40 SF
<b>RESIDENTIAL HOUSE #2</b>				
13-15	Roof Flashing	Roof Seams & Around Chimney	15% Chrysotile 15% Total Asbestos	All
22-24	1x1 Black & Off White Floor Tile	Kitchen #1	2% Chrysotile 2% Total Asbestos	~155 SF
25-27	Textured Paint	Dining Room #1	2% Chrysotile 2% Total Asbestos	~370 SF
52-54	9x9 Black Tile	Sun Room	5% Chrysotile 5% Total Asbestos	~180 SF
<b>RESIDENTIAL HOUSE #3</b>				
23-25	Linoleum	First Floor Kitchen & Hallway	18% Chrysotile 18% Total Asbestos	~350 SF
35-37	Linoleum	Second Floor Bathroom #3	45% Chrysotile 45% Total Asbestos	~75 SF
41-43	Joint Compound	Bathroom #3	<1% Chrysotile <1% Total Asbestos**	~75 SF
53-55	Floor Tile	Bathroom #5	3% Chrysotile 3% Total Asbestos	~60 SF
59-61	Mastic on Cove Base	Throughout Basement – Except Bathroom #5	3% Chrysotile 3% Total Asbestos	~130 LF
68-70	Roof Flashing Tar	Around Penetrations on Roof	12% Chrysotile 12% Total Asbestos	~20 SF
<b>RESIDENTIAL HOUSE #4</b>				
20-22	Cream/Beige Linoleum & Mastic	Second Floor Room 8 – Bath & Room 9 – Shower Room	25% Chrysotile 25% Total Asbestos	~50 SF
26-28	Brown 9x9 Floor Tile	Basement	4% Chrysotile 4% Total Asbestos	~400 SF
29-31	Beige Linoleum	Kitchen & Room 3	20% Chrysotile 20% Total Asbestos	~400 SF

LF = Linear Feet

SF = Square Feet

\* Possible contamination from fibrous backing.

\*\* 2% Chrysotile present in the gray joint compound-like material over white texture.

\*\*\* Quantity has been revised from that shown in Attachment B in order to reflect field measurements.

**131 Addison Road:**

The summary of asbestos containing materials located at this property can be found on page 4 of Attachment D. This information is also summarized in Table 4 below for the convenience of the bidder. All asbestos containing materials listed in this report for this property shall be removed as part of this scope of work. Note that a building located at 210 Griswold Street is also referenced in Attachment D, however this building is not included in this scope of work since this work has been completed previously under a separate project.

An Alternative Work Procedure (AWP) for the removal of asbestos from 131 Addison Road has been approved by the State and is included as Attachment E. The work for this site shall proceed according to the approved AWP.

<b>Table. 4 Summary of Identified Asbestos Containing Materials 131 Addison Road</b>				
<b>Sample Nos.</b>	<b>Material Type</b>	<b>Sample Location</b>	<b>Asbestos Content (%)</b>	<b>Material Quantity (Approx)</b>
0109JH17A	9x9" Grey Floor Tile	Basement Throughout	8% Chrysotile	1,800 SF
0109JH18A	Black Mastic Associated with 17A-C	Basement Throughout	5% Chrysotile	1,800 SF
0109JH19A	Air Cell Pipe Insulation TSI	Basement Throughout	10% Chrysotile	30 LF

LF = Linear Feet      SF = Square Feet

004.5      Utility Service: The Contractor shall provide all water, electrical or other utility service required for the work.

004.6      Remote Decontamination System: The Contractor shall establish a remote decontamination enclosure consisting of dirty room and shower. Access between rooms in the decontamination enclosure shall be through double flap curtained openings. The remote decontamination chamber must remain operable throughout the entire project.

004.7      Sequence of Siding Removal Work:

- a. Prior to the Contractor performing any open siding abatement, the Contractor shall construct a test containment to establish worker exposure. Where feasible, the test containment shall incorporate a minimum of ten (10) foot by five (5) foot of siding. All walls and ceilings shall be constructed out of a single layer of six (6) mil polyethylene sheeting secured with spray adhesive and tape. The test containment shall be secured to the siding substrate where feasible.
- b. All work involved with the removal, cutting, scraping, or final cleaning of the siding shall be performed within the containment.
- c. All non-friable abated siding material shall be transported from the building to the disposal container in a manner which will not release visible emission.
- d. Open siding abatement shall not be allowed to commence until air sample results are received by the on-site air sampling professional. All results from samples collected

on workers performing the abatement inside containment must be below the OSHA PEL of 0.1 fibers/cc of air for asbestos exposure for work to proceed without containment. Upon review and acceptance of satisfactory air monitoring results by the air sampling professional, work may proceed without containment. If any time the OSHA PEL for asbestos exposure is exceeded, the Contractor shall mandate respiratory protection and protective clothing until safe airborne levels are needed. If at any time during abatement visible omissions are noted, the Contractor's abatement method will be subject to review by the on-site air sampling professional.

004.8

Siding Removal Requirements:

- a. The Contractor shall have a designated "competent person" on the job at all times to ensure establishment of a proper enclosure system and proper work practices throughout the project. The competent person shall be trained in the provisions of the NESHAPS regulations.
- b. Abatement work will not commence until authorized by the Independent Industrial Hygienist.
- c. Spray siding materials with amended water or apply approved removal wetting agent to reduce the release of fibers during cutting and removal operation. The Independent Industrial Hygienist will pre-approve use of amended water as the wetting agent.
- d. Material shall not be dropped from heights exceeding 15 feet without using an inclined enclosed dust-proof chute to facilitate transport of material to container. If an enclosed dumpster is used in conjunction with a "bladder bag liner", the contractor shall continuously inspect the dumpster and chute to ensure the integrity of the system.
- e. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work, the surfaces being cleaned shall be kept wet.
- f. At any time during asbestos removal, should the Independent Industrial Hygienist suspect contamination of areas outside the work area(s), all abatement work shall stop until the Contractor takes steps to decontaminate those areas and shall be prohibited from entering suspected contaminated areas until air sampling and visual inspection certify decontamination.
- g. The Independent Industrial Hygienist shall then conduct a final visual inspection of the work area. If residual debris is identified during the course of the final inspection, the Contractor shall comply with the request of the Independent Industrial Hygienist in order to render the area clean of all residual ACM.

004.9

Reporting: A copy of the final visual inspection reports prepared by the Industrial Hygienist to document the successful completion of abatement work shall be provided to the Town. Site logs and any other OSHA required documentation shall also be provided to the Town for review and approval.

004.10

Asbestos Waste Manifests: Asbestos waste manifests must be received by the Town of Glastonbury prior to processing any payment for this work. The most stringent of all

**ASBESTOS REMOVAL AT 429 MARLBOROUGH ROAD  
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**BID #GL-2011-18**

Local, State and Federal laws governing asbestos abatement and disposal shall be adhered to by the asbestos contractor.

004.11

Payment: This work shall be paid for on a lump sum basis as indicated in the bid proposal. Said lump sum prices shall include all work as required for removal and disposal of all asbestos containing materials as described in this specification and as required for compliance with all appropriate Federal, State, and Local regulations, including all labor, equipment, materials, and incidentals thereto.

**ASBESTOS REMOVAL AT 429 MARLBOROUGH ROAD  
AND 131 ADDISON ROAD  
BID PROPOSAL**

**BID #GL-2011-18**

Proposal of \_\_\_\_\_  
(hereinafter called "Respondent"), organized and existing under the laws of the State of \_\_\_\_\_,  
doing business as \_\_\_\_\_  
\_\_\_\_\_.

To the Town of Glastonbury (hereinafter called "Town").

In compliance with your Invitation to Bid, the Respondent hereby proposes to furnish materials and/or services as per Bid Number GL-2011-18 in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Respondent certifies, and in the case of a joint bid, each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Respondent or with any competitor.

The Respondent acknowledges receipt of the following Addendum:

Addendum #1 \_\_\_\_\_

Addendum #2 \_\_\_\_\_

Addendum #3 \_\_\_\_\_

**ASBESTOS REMOVAL AT 429 MARLBOROUGH ROAD  
AND 131 ADDISON ROAD  
BID PROPOSAL**

**BID #GL-2011-18**

<b>Item No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Bid Amount</b>
1.	Asbestos Removal – Main Office Building 429 Marlborough Road As per specification Section 004.0	1 L.S.	\$ _____/L.S.
2.	Asbestos Removal – Laboratory Storage Building 429 Marlborough Road As per specification Section 004.0	1 L.S.	\$ _____/L.S.
3.	Asbestos Removal – House #1 429 Marlborough Road As per specification Section 004.0	1 L.S.	\$ _____/L.S.
4.	Asbestos Removal – House #2 429 Marlborough Road As per specification Section 004.0	1 L.S.	\$ _____/L.S.
5.	Asbestos Removal – House #3 429 Marlborough Road As per specification Section 004.0	1 L.S.	\$ _____/L.S.
6.	Asbestos Removal – House #4 429 Marlborough Road As per specification Section 004.0	1 L.S.	\$ _____/L.S.
7.	Asbestos Removal – Building Remains 131 Addison Road As per specification Section 004.0	1 L.S.	\$ _____/L.S.

**TOTAL BID AMOUNT:** \$ \_\_\_\_\_

**WRITTEN BID AMOUNT:** \_\_\_\_\_  
\_\_\_\_\_

**Other Items Required with Submission of Bid Proposal:**

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

**BID SUBMITTAL CHECKLIST:**

- \_\_\_\_\_ 1. Included Bid Bond as per Section 10 of the Invitation to Bid.
- \_\_\_\_\_ 2. Included Disclosure of Past and Pending Mediation, Arbitration, and Litigation cases against the Bidder or its Principals as per Section 17 of the Invitation to Bid.
- \_\_\_\_\_ 3. Included Qualifications Statement as per Section 21 of the Invitation to Bid.

ASBESTOS REMOVAL AT 429 MARLBOROUGH ROAD  
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BID PROPOSAL

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- \_\_\_\_\_ 4. Checked Town web site for Addendums and acknowledged Addendums on page BP-1.  
\_\_\_\_\_ 5. Acknowledged Code of Ethics on page BP-3.  
\_\_\_\_\_ 6. Clearly marked envelope with Bid Number, Date, and Time of opening.

TOWN OF GLASTONBURY

BID / PROPOSAL

GL #

GL-2011-18

DATE ADVERTISED

11-23-2010

DATE / TIME DUE

12-09-2010 at

11:30 AM

NAME OF PROJECT

Asbestos Removal at 429 Marlborough Rd and 131 Addison Rd

It is the responsibility of the Bidder to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it also THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDUMS POSTED PRIOR TO BID OPENING.

**CODE OF ETHICS:**

I / We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I / We are selected. Yes \_\_\_\_\_ No \_\_\_\_\_ \*

\*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Respondent has not agreed to the above statement.

\_\_\_\_\_  
Type or Print Name of Individual

\_\_\_\_\_  
Doing Business as (Trade Name)

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number / Fax Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
SS # or TIN#

(Seal – If bid is by a Corporation)

Attest