

**LEGAL NOTICE-ADVERTISEMENT**

**TOWN OF LEDYARD, CONNECTICUT**  
**REQUEST FOR PROPOSALS**

***Ledyard Center School Asbestos Abatement***  
***March 25, 2014***

The Town of Ledyard will receive sealed bids for Ledyard Center School **Asbestos Abatement Services** until **4:00: PM on April 20, 2015**. At that time proposals will be opened in public and read aloud.

The documents comprising the Request for Proposals may be obtained from **Samuel Kilpatrick III**, Ledyard Public Schools, 4 Blonder Boulevard, Ledyard, CT 06339 during the hours of 8:00 AM – 4:00 PM Monday through Friday” or on the Town’s website, [www.Ledyard.net/purchasing](http://www.Ledyard.net/purchasing), under Bids and Requests for Proposals.

The Town of Ledyard reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.

TOWN OF LEDYARD, CONNECTICUT

REQUEST FOR PROPOSALS FOR  
LEDYARD CENTER SCHOOL ASBESTOS ABATEMENT

Proposal Number: LPS-0003  
Proposal Opening Date: APRIL 20, 2015  
Proposal Opening Time: 4:00 PM  
Proposal Opening Place: LEDYARD PUBLIC SCHOOLS, 4 BLONDER BLVD,  
LEDYARD , CT 06339, CENTRAL OFFICE CONFERENCE  
ROOM

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***The Town of Ledyard is seeking proposals for Asbestos Abatement at Ledyard Center School, located at 740 Colonel Ledyard Highway, Ledyard CT 06339, to be completed before August 14, 2015***

One (1) original and **two (2)** copies of sealed proposals must be received in the Ledyard Public Schools, Central Office conference Room, 4 Blonder Boulevard, Ledyard, CT 06339 by the date and time noted above. The Town of Ledyard (the "Town") will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals may be obtained from **Samuel Kilpatrick III**, Ledyard Public Schools, 4 Blonder Boulevard, Ledyard, CT 06371 during the hours of 8:00 AM – 4:00 PM Monday through Friday or on the Town's website, [www.ledyard.net/purchasing](http://www.ledyard.net/purchasing), under Bids and Requests for Proposals. **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

This Request for Proposals (“RFP”) includes:

- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer’s Non Collusion Affidavit
- Proposer’s Statement of References
- Bidders Qualification Statement

## TOWN OF LEDYARD, CONNECTICUT

### STANDARD INSTRUCTIONS TO PROPOSERS

#### 1. INTRODUCTION

The Town of Ledyard (the "Town") is soliciting proposals for the **Ledyard Center School Asbestos Abatement**. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

#### 2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, [www.ledyard.net/purchasing](http://www.ledyard.net/purchasing). **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years.

## **KEY DATES**

Mandatory Pre-Proposal Conference or Site Visit:	<b>April 13, 2015 10:00 AM</b>
Proposal Opening:	April 20, 2015 4:00 PM
Phone Interviews (if necessary):	April 21, 2015 9:00AM-5:00PM
Preliminary Notice of Award:	April 22, 2014 10:00AM
Contract Execution:	April 24, 2015 10:00AM
Pre-Construction Meeting:	May 15, 2015 10:00 AM

The Preliminary Notice of Award, Contract Execution, and Pre-Construction Meeting dates are anticipated, not certain, dates.

### **3. OBTAINING THE RFP**

All documents that are a part of this RFP may be obtained from **Samuel Kilpatrick III**, Ledyard Public Schools, 4 Blonder Boulevard, Ledyard, CT 06339 during the hours of 8:00 AM – 4:00 PM Monday through Friday or on the Town's website, [www.ledyard.net/purchasing](http://www.ledyard.net/purchasing), under Bids and Requests for Proposals.

### **4. PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the Ledyard Public Schools, Central Office conference Room, 4 Blonder Boulevard, Ledyard, CT 06339, prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and two (2) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**BID SUBMISSION**," and the "**LEDYARD CENTER SCHOOL ASBESTOS ABATEMENT**", "**LPS-003**" and "**OPENING April 20, 2015**". The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

## **5. QUESTIONS AND AMENDMENTS**

Questions concerning the process and procedures applicable to this RFP are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Samuel Kilpatrick III  
Department: Board Of Education  
E-mail: [samkilpatrick@ledyard.net](mailto:samkilpatrick@ledyard.net)  
Fax: 860-464-8589

Questions concerning this RFP's Specifications are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Samuel Kilpatrick III  
Department: Board of Education  
E-mail: [samkilpatrick@ledyard.net](mailto:samkilpatrick@ledyard.net)  
Fax: 860-464-8589

**Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.**

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website [www.ledyard.net/purchasing](http://www.ledyard.net/purchasing). **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

**6. ADDITIONAL INFORMATION**

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

**7. COSTS FOR PREPARING PROPOSAL**

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

**8. OWNERSHIP OF PROPOSALS**

All proposals submitted become the Town's property and will not be returned to proposers.

**9. FREEDOM OF INFORMATION ACT**

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

**10. REQUIRED DISCLOSURES**

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

## **11. QUALIFICATIONS AND REFERENCES**

Prospective bidders shall either hold a current DAS Contractor Prequalification Certificate”, or include a signed and notarized Bidder’s Qualification Statement and submit the Proposer’s Statement of References form included in this RFP. Prospective bidders shall also provide three references of work completed in the past three (3) years of comparable size and complexity.

## **12. LEGAL STATUS**

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State’s Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer’s legal status. Each proposer must complete and submit the Proposer’s Legal Status Disclosure form included in this RFP.

## **13. PROPOSAL (BID) SECURITY**

Each proposal must be accompanied by a certified check of the proposer or a proposal (bid) bond with a surety acceptable to the Town in an amount equal to at least **TEN PERCENT (10%)** of the proposal amount. The proposal (bid) bond shall be written by a company or companies licensed to issue bonds in the State of Connecticut, which company or companies shall have at least an “A-” VIII policyholders rating as reported in the latest edition of Best Publication’s Key Rating Guide. The successful proposer, upon its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this RFP within **ten (10) business days** of written notification of preliminary award, unless the Town otherwise agrees in writing, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its proposal.

Upon the successful proposer’s execution of the Contract in the form enclosed with this RFP, the Town shall return the proposal security to the successful proposer and to all other proposers.

## **14. PRESUMPTION OF PROPOSER’S FULL KNOWLEDGE**

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer’s failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town’s website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of



performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

**15. SUBSTITUTION FOR NAME BRANDS**

The proposer must attach detailed information concerning deviations from any name brands specified in the RFP and explain in detail how the substitution compares with the name brand's specifications. The Town in its sole discretion shall decide whether the substitution is acceptable.

**16. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #06-6001630.

**17. INSURANCE**

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

**18. PERFORMANCE SECURITY**

The successful proposer shall furnish a performance bond, covering the faithful performance of the Contract (the "Performance Security"). The Performance Security shall be ***the full amount of the Contract price*** and in a form reasonably acceptable to the Town. The Performance Security shall be issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Performance Security shall be included in the proposal price.

Should the submitted proposal exceed \$100,000 in aggregate price, in addition to the Performance Security, the successful proposer shall furnish a bond covering the successful proposer's payment to its subcontractors and suppliers of all obligations arising under the Contract (the "Payment Bond"). The Payment Bond shall be (a) in the full amount of the Contract price; (b) in a form reasonably acceptable to the Town; and (c) issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Payment Bond shall be included in the proposal price.

**19. DELIVERY ARRANGEMENTS**

The successful proposer shall deliver, handle, and maintain control of all items that are the subject of the RFP, at its sole cost and expense, to, from, and within the location(s) listed in the Specifications.

## **20. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

## **21. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY**

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

## **22. NONRESIDENT REAL PROPERTY CONTRACTORS**

If the successful proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful proposer agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful proposer's activities under the Contract.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

## **23. COMPLIANCE WITH IMMIGRATION LAWS**

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or

not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

#### **24. NON COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFP.

#### **25. CONTRACT TERMS**

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

##### **a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

**As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.**

##### **b. ADVERTISING**

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

c. W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.

e. TOWN INSPECTION OF WORK

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

f. REJECTED WORK OR MATERIALS

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, State and Federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, State and Federal representatives during that time.

h. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

i. PREVAILING WAGES

State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, 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. A successful proposer who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. Upon Contract award, the successful proposer must certify under oath to the State Labor Commissioner the pay scale to be used by the successful proposer and its subcontractors.

j. PREFERENCES

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Windham County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

k. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. SAFETY

The successful proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration (OSHA) or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

m. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

n. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

o. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract.

p. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

q. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

r. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

s. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

t. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

**END OF STANDARD INSTRUCTIONS TO PROPOSER**



**ASBESTOS ABATEMENT SPECIFICATION  
AND  
PROJECT DESIGN**  
*For*  
Ledyard Center School

740 Colonel Ledyard Highway • Ledyard, Connecticut 06339 • (860) 464-8080



Prepared for:  
Ledyard Public Schools  
4 Blonder Boulevard  
Ledyard, CT 06339

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Prepared By:  
Christopher J. Eident, CIH, CSP, RS  
Licensed Asbestos Project Designer  
800.247.7724  
Mystic Air Quality Consultants, Inc.  
1204 North Road, Groton, CT. 06340  
**Chris Eident, CSP, CIH, Asbestos Project Designer**  
State of Connecticut License Number 000015

**SUMMARY: The work involves removing all asbestos pipe and pipe fitting insulation and 6 inches (6") of contaminated soil throughout all tunnels of the school using full containment asbestos work practices. No school activities will be allowed during the entire abatement.**

## PART 1 General

1.1 Scope - This specification covers the abatement of asbestos dust and debris from disturbance of building materials that have previously been determined to contain asbestos.

1.1.1 Asbestos has been classified by the Federal Government as a carcinogenic (cancer producing) material. To comply with governmental requirements and minimize employee exposure, controls are necessary wherever there is a potential for exposure to airborne fibers.

1.1.2 All work and work areas shall be in conformance with the requirements of EPA regulations (40 CFR Part 763, when applicable), NESHAPS regulations (40 CFR 61 Subpart M) OSHA regulations (29 CFR 1910.1001 and 1926.1101), and Connecticut Department of Public Health Asbestos Regulations.

1.1.3 Deviations from these specifications require the written approval of the building owner.

1.1.4 The contractor must be on the approved list of licensed asbestos abatement contractors on file at the State of Connecticut Department of Public Health. The Contractor must also demonstrate on time completion for his/her last three contracts. You must provide the names and phone numbers of the last three building owners for whom you have performed asbestos removals.

1.1.5 The Contractor selected to execute the work shall, before the actual execution, notify the Asbestos Consultant of any discrepancies or errors that might have been discovered in the specifications for the purpose of making such corrections or adjustments as may be necessary. If it should appear that the work called for is not in accordance with State, local, or Federal laws or ordinances, the Contractor shall immediately notify the Asbestos Consultant before proceeding. No work shall be performed if uncertainties exist.

## 1.2 DESCRIPTION OF WORK

### PROJECT:

**The work involves removing all asbestos pipe and pipe fitting insulation and 6 inches (6") of contaminated soil throughout tunnels of the school using full containment asbestos work practices. No school activities will be allowed during the entire abatement.** (see attached drawing). There is approximately 80 -100 asbestos insulation fittings and 3 feet of air cell remaining on pipes and approximately About 1,400 feet of tunnels 6-8 feet wide, 4,900 ft<sup>3</sup> soil to be removed (180 yrd<sup>3</sup>), but contractors must make their estimates of exact quantities.

No school activities will be allowed during the abatement (a letter from the Superintendent must be on file stating no children will be allowed in the school during abatement).

**A licensed Asbestos Project Monitor representing the building owner shall be on-site during all abatement activities.**

The asbestos abatement contractor shall create an appropriately demarcated regulated area for this work in compliance with OSHA's 29 CFR 1926.1101. The regulated areas will consist of a negative pressure enclosure with a contiguous de-contamination personal entry system with posting to prevent unauthorized entry.

1.2.1.1 The work specified herein shall be the removal, encapsulation and/or enclosure of asbestos-containing materials by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent cleaning of the affected environment. These persons must comply with Federal and State regulations which mandate work practices, and be capable of performing the work of this contract.

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

1.2.1.3 The Owner and/or Asbestos Contractor will retain a Project Monitor for their own interests.

### 1.3 **TERMINOLOGY**

1.3.1 Abatement - Procedures to control fiber release from asbestos-containing materials; includes removal, encapsulation, and enclosure.

1.3.2 Airlock - A system for permitting ingress and egress while assuring air movement to a contaminated area from an uncontaminated area.

1.3.3 Air Monitoring - The process of measuring the fiber content of a specific volume of air in a stated period of time.

1.3.4 Project Monitor – Project monitor means any licensed asbestos consultant who is certified as a project monitor and who functions as an on-site representative of the facility owner or other persons by over-seeing the activities of the asbestos abatement contractor.

1.3.5 Amended Water – Clean water to which a surfactant has been added.

1.3.6 Asbestos - Asbestos is a name given to a number of naturally occurring fibrous \*silicates, the word asbestos being derived from the Greek word, similarly spelled, meaning inextinguishable. There are two main varieties of asbestos; the serpentine form characterized by long, soft, flexible, and finely-polished strands which may be woven into a cloth, of which chrysotile is the primary representative, and the amphiboles, which occur as straight, needlelike fibers, of which crocidolite, amosite, anthophyllite, tremolite, and actinolite are the primary examples.

1.3.7 Asbestos Control Area - An area where asbestos abatement operations are performed which is isolated by physical boundaries to prevent the spread of asbestos dust, fibers, or debris.

1.3.8 Asbestos Fibers - Those particles with a length greater than five (5) micrometers (microns), and a length to diameter ratio (aspect ratio) of 3.1 or greater.

1.3.8.1 Asbestos Fibers Permissible Exposure Limit (PEL) - The employer shall ensure that no employee is exposed to an airborne concentration of asbestos, tremolite, anthophyllite, actinolite, or a combination of these materials is excess of 0.1 fibers per cubic centimeter of air as an eight 8 hour time weighted average (TWA) as determined by the method prescribed in appendix A to OSHA regulations 1910.1001 and 1926.1101, or by an equivalent method.

1.3.9 Authorized Visitor - Any person authorized by the Performing Party's Representative to enter the premises.

1.3.10 Building Owner - The owner or his authorized representative, which in this case is referred to as Performing Party's Representative.

1.3.11 Clean Room - An uncontaminated area or room which is a part of the worker decontamination enclosure with provisions for storage of workers' street clothes and protective equipment.

1.3.12 Curtained Doorway -A device to allow ingress or egress from one (1) room to another while permitting minimal air movement between the rooms, typically constructed by placing two (2) overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the

vertical edge of one (1) sheet along one (1) vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway. Two (2) curtained doorways spaced a minimum of six (6) feet apart form an airlock.

1.3.13 Decontamination Enclosure System - A series of connected rooms, with curtained doorways between any two (2) adjacent rooms, for the decontamination of workers and of materials and equipment.

1.3.17 Equipment Decontamination Enclosure - That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.

1.3.18 Equipment Room - A contaminated area/room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

1.3.19 Fixed Object - A unit of equipment or furniture in the work areas which cannot be removed from the work area.

1.3.20 Friable Asbestos Material - Any material that contains more than 1% asbestos by weight, that can be crumbled, pulverized or reduced to powder when dry, by hand pressure, and which releases asbestos particles to the environment. Covering by an impermeable, intact surface precludes friability.

1.3.22 HEPA Filter - A high efficiency particulate air (HEPA) filter in compliance with ANSI Z9.2-1979.

1.3.23 HEPA Vacuum Equipment - Vacuum equipment with a HEPA filter system for filtering the effluent air from the unit.

1.3.24 Holding Area - A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an air lock.

1.3.25 Mini-Enclosure – Not Applicable

1.3.26 Movable Object - A unit of equipment or furniture in the work area which can be removed from the work area.

1.3.27 Negative Air Pressure Equipment - A portable local exhaust system equipped with HEPA filtration used to create negative pressure in a contaminated area (negative with respect to adjacent uncontaminated areas) and capable of maintaining a constant, low velocity air flow into contaminated from adjacent uncontaminated areas.

1.3.27 NESHAP - National Emission Standards for Hazardous Air Pollutants, including asbestos, administered by the EPA.

1.3.29 NIOSH - National Institute for Occupational Safety and Health.

1.3.30 Plasticize - To cover floors and walls with plastic sheeting as herein specified.

1.3.31 Removal - All herein specific procedures necessary to remove asbestos-containing materials from the designated areas and to dispose of these materials at an acceptable site.

1.3.36 Wet Cleaning - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning items as asbestos contaminated waste.

1.3.37 Work Area - Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained Work Area is an area which has been sealed, plasticized, and equipped with a decontamination enclosure system. A

non-contained Work Area is an isolated or controlled access work area which has not been plasticized nor equipped with a decontamination enclosure system.

1.3.38 Worker Decontamination Enclosure System - That portion of a decontamination enclosure system designated for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a Clean Rm., a Shower Rm. & an Equipment Rm.

1.4 APPLICABLE DOCUMENTS REFERENCES - The current issue of each document shall govern. Where conflict among requirements shall apply, the most stringent will take precedence.

#### 1.4.1 REFERENCES -

1.4.1.1 EPA 560/5-85-024, June 1985, Guidance for Controlling Friable Asbestos-Containing Material in Buildings. ("Purple Book").

1.4.1.2 EPA 20T-2003, July 1990, Managing Asbestos in Place: A Building Owner's Guide to Operations and Maintenance Programs for Asbestos-Containing Materials. ("Green Book").

1.4.1.3 NBS (National Bureau of Standards) 83-25688 Guidelines for Assessment and Abatement of Asbestos-Containing Materials in Buildings.

1.4.2.1 Title 29 Code of Federal Regulations, Part 1910.1001 and 1926.1101 cover asbestos. Part 1910.134 - covers respirators use. Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.

1.4.2.2 Title 40, Code of Federal Regulations, part 61, Subparts A and E, National Emission Standards for Hazardous Air Pollutants. U.S. Environmental Protection Agency (EPA).

1.4.2.3 State of Connecticut Department of Public Health, "Licensure & Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consultation Services" (20-440-1 through 20-440-9).

1.4.2.4 State of Connecticut Department of Public Health and Addiction Services, "Standard for Asbestos Abatement" (19a-332a-1 through 19a-332a-16).

1.4.2.5 Title 40, Code of Federal Regulations, part 763, Subpart (Schools) E, Asbestos- Containing Materials in Schools, (AHERA), when applicable

1.4.2.7 State of Connecticut Department of Public Health Asbestos Containing Materials In-Schools Rule, which is applicable

1.4.2.8 All State, County, and City codes and ordinances as applicable.

1.4.2.9 National Codes and Standards

- A. ASTM-American Society for Testing and Materials
- B. ANSI-American National Standards Institute
  - 1. ANSI Z9.2 Fundamentals Governing the Design and Operation of Local Exhaust Systems.
- C. ULI-Underwriters Laboratories Inc.

#### 1.5 SUBMITTALS AND NOTICES

1.5.1 Prior to Commencement of Work:

Submit notification to the Environmental Health Section Department of Public Health, State of Connecticut.

1.5.1.3 Submit proof satisfactory to the Owner that all required permits, site locations, arrangements for transport and disposal of asbestos-containing or contaminated materials, supplies, and the like have been obtained.

1.5.1.6 Submit documentation to the Owner indicating that each employee has instruction on the hazards of asbestos exposure, on use and fitting of respirators, on protective dress, on use of showers, on entry and exit from work areas, and on all aspects of work procedures and protective measures and understands this instruction. Also submit verification that all employees have received medical examinations and appropriate fit testing as required by OSHA regulations.

1.5.1.6.1 Please note: The State of Connecticut and EPA Model Accreditation Plan requires each worker and supervisor to have copies of his or her initial training course certificate, current refresher training course certificate and State of Connecticut issued worker or supervisor certificate.

1.5.1.7 Post signs in and around the Work Area to comply with OSHA standard 29 CFR 1910.1001 and 1926.1101. Post one (1) copy of each of the following documents at the work site:

Title 29, Code of Federal Regulations, Part  
1910.1001 and 1926.1101 OSHA Asbestos Standards  
Title 40, Code of Federal Regulations, Part 61,  
Subpart M, National Emission Standard for  
Hazardous Air Pollutants  
Regulations of Connecticut State Agencies 19a-332a-1 to 16;  
20-440-1 to 20-440-9; 20-441; 19a-332e-1 to 19a-332e-2  
“Connecticut Asbestos-Containing Materials in School 19a-332e-2 to 19a-333-13”

1.5.1.8 The Owner and contractor must agree in writing on building and fixture condition prior to commencement of work. A photographic or videotaped record is required, unless waived by the Owner or Architect.

1.5.1.9 Submit manufacturer’s certification that vacuum, negative air pressure equipment, and other local exhaust/ventilation equipment conform to ANSI Z9.2-1979.

1.5.1.10 When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing them of the nature of use of the rented equipment shall be submitted to the Owner.

## 1.6 **PERSONAL PROTECTION**

1.6.1 Prior to commencement of work, the workers shall be instructed and shall be knowledgeable in the use of asbestos abatement personal protective equipment.

1.6.2 Respiratory protection shall meet the requirements of OSHA as presented in 29 CFR titled “Respiratory Protection” and CFR 1910.1001, and 1926.1101 titled “Asbestos”.

1.6.2.1 The employer shall select and provide at no cost to the employee respirators which will provide adequate protection to the employee.

1.6.2.2 Any feasible combination of engineering controls, work practices, and personal protective equipment and devices, may be used to reduce personnel exposure to asbestos.

1.6.2.3 Proof that the average airborne concentration of asbestos fibers an employee will confront will not exceed the allowable limits shown above for the various types of respiratory devices must be determined by a project monitor retained by the contractor by applying sound scientific and/or engineering principles. An

acceptable method would be through measuring exposures under all the various conditions that will be encountered by collecting personal samples of airborne asbestos within the affected employees' breathing zones. Results of such studies shall be maintained at the work site.

1.6.3 All individuals entering the Work Area shall wear prescribed protective clothing and respirators until the asbestos removal areas have passed clearance tests.

1.6.4 Respiratory protection shall be worn by all person potentially exposed to asbestos from the initiation of the asbestos abatement project until all areas have been given clearance. Clearance shall be obtained by visual inspection and air monitoring conducted by the Project Monitor.

1.6.5 Protective Clothing - Special clothing such as coveralls or whole body clothing, head coverings, gloves, and foot coverings shall be provided and worn by personnel in work areas where concentrations of asbestos fibers in the air exceed the permissible ceiling concentration established by OSHA. The protective clothing and footwear shall be left in the Contaminated Equipment Room until the end of the asbestos abatement work, at which time all such items shall be thoroughly cleaned of all asbestos-containing material. Disposable type protective clothing, when used, shall be disposed of as contaminated waste. Protective clothing required for other types of construction or industrial hazards are required as appropriate for the particular job.

1.6.6 Provide all authorized visitors with respirators, new filters, protective clothing, head gear, eye protection, footwear, and hard hats as in the procedures described herein and afford them the use of all facilities to hold them free of contamination of asbestos fibers.

1.6.7 Provide and post, in the Equipment Room and the Clean Room, the decontamination and work procedures to be followed by workers, as described in Section 1.6.8 of these specifications.

#### 1.6.8 **WORKER PROTECTION PROCEDURES**

1.6.8.1 Each worker and authorized visitor without exception shall, upon entering the job site: remove street clothes in the Clean Change Room and put on a NIOSH approved respirator with new filters, and clean protective clothing before entering the Equipment Room or the Work Area.

1.6.8.2 Each time he/she leaves the Work Area, each worker and authorized visitor shall: Vacuum gross contamination from clothing before leaving the Work Area: proceed to the Equipment Room and remove all clothing except respirator; still wearing the respirator, proceed naked to the showers; clean the outside of the respirator with soap and clean water while showering; remove the respirator; thoroughly shampoo and wash themselves; remove filters and wet them and dispose of filters in the leak-tight container provided for the purpose; and wash and rinse the inside of the respirator. After showering, the individual proceeds to the Clean Room.

1.6.8.3 Following showering and drying off, each worker and authorized visitor shall proceed directly to the Clean Change Room and dress in street clothes at the end of each day's work, or before eating, smoking, or drinking. Before re-entering the Work Area from the Clean Change Room, each worker and authorized visitor shall put on a clean respirator with filters and shall dress in clean protective clothing, except that worker intending to rewear protective clothing stored in the Equipment Room shall enter the Equipment Room wearing only respirators.

1.6.8.4 Contaminated work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or clean thoroughly inside and out using soap and clean water before removing from work area or from equipment and access areas. Store contaminated protective clothing in the equipment room for reuse or place in receptacles for disposal with other asbestos-contaminated materials.

1.6.8.5 Workers removing waste leaktight containers from the Equipment Contamination Enclosure shall enter the Holding Area from outside wearing a respirator and dressed in clean disposable coveralls. No worker shall use this system as a means to leave or enter the Washroom or the Work Area.

1.6.8.6 The color of the disposable clothing worn outside the Work Area shall be a different color than the disposable clothing worn inside the Work Area.

1.6.8.7 Workers shall not eat, drink, smoke, or chew gum or tobacco while in the Work Area.

1.6.8.8 Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos contaminated materials and until final clean-up is completed.

## 1.7 **EQUIPMENT REMOVAL PROCEDURES**

1.7.1 Clean surfaces of contaminated containers and equipment thoroughly by vacuuming and wet sponging or wiping before moving such items into the decontamination enclosure for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave Work Area through the Equipment Decontamination Enclosure.

## **PART 2 MATERIALS AND EQUIPMENT**

### **2.1 MATERIALS**

2.1.1 Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.

2.1.2 Delivery and storage of materials and equipment shall be under the direct control of the Contractor in areas to be approved by the Owner, Architect or Project Monitor. These shall be stacked, stored, disposed of or otherwise handled on the premises by the Contractor, but be available to all subcontractors employed on the project. The Contractor shall post all necessary signs and provide all temporary enclosures and guards as required for the full protection of workmen and the building.

2.1.1.2 Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.

2.1.2 Use plastic sheet of four (4) mil thickness unless otherwise specified, in sizes to minimize the frequency of joints. Use single layer of six (6) mil polyethylene to create critical barriers where appropriate for size, configuration, and space to critical. A double layer of four (4) mil polyethylene shall be used on the walls. Use at least two layers of six (6) mil polyethylene to construct the de-contamination entry system of multiple chambers as described elsewhere of a minimum of three (3), and up to five (5) or six (6), sections and/or airlocks. A double layer of six (6) mil polyethylene shall be used on floors.

2.1.2.1 Polyethylene bags shall be six (6) mil and of sufficient size for the application.

2.1.2.2 Duct tape of five (5) inches long (minimum), will be used to secure filled plastic bags.

2.1.3 Tape will be used that is capable of sealing joints in adjacent plastic sheets and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.

2.1.4 Surfactant (wetting agent) - shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, concentration of one (1) ounce surfactant to five (5) gallons of clean water or as directed by manufacturer.



2.1.5 Impermeable leak tight containers are to be used to receive and retain any asbestos-containing or contaminated materials until disposal at an acceptable disposal site. (The leak tight containers shall be labeled in accordance with OSHA standards 29 CFR 1910.1001 and 1926.1101). Containers must be both air and watertight. All loading zone and container storage areas shall be posted.

2.1.6 Labels & signs required by OSHA standards 29 CFR 1910.1001 and 1926.1101 will be used.

2.1.7 Encapsulants shall be sprayed using airless spray equipment in accordance with the manufacturer's instructions.

2.1.8 Use asbestos-free materials to provide the degree of fire protection required by the applicable Building Code and/or Fire Safety Code.

2.1.9 Thermal or acoustical insulation material used for patching or replacement must provide performance characteristics equivalent to or better than the original.

2.1.10 HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports where asbestos-containing materials may be disturbed.

## 2.2 **TOOLS AND EQUIPMENT**

2.2.1 Provide suitable tools for asbestos removal, encapsulation and enclosure.

2.2.1.1 The Contractor shall have available air monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements.

2.2.1.2 The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, plastic sheeting of proper size and thickness, duct tape, air filters and sample filter cassettes.

2.2.1.3 The Contractor shall have available power cables or sources such as generators (where required).

2.2.1.4 The Contractor shall have available shower stalls and plumbing to support the project that includes sufficient hose length and drain system. Wastewater shall be filtered through a series of progressively smaller pore size filters down to 5 microns to avoid rapid initial clogging of filtration system by larger particles.

2.2.1.5 No air movement system or air filtering equipment shall discharge unfiltered air outside the Work Area.

2.2.1.6 Ladders and/or scaffolds are to be of adequate length and sufficient quantity to support work schedule.

2.2.1.7 Other Materials - provide all other materials such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the Work Area.

2.2.1.8 Air filtering equipment shall meet HEPA requirement and be of sufficient capacity to cause four (4) air changes per hour within the work area exhausting the filtered air so as to maintain a negative inside (work area) pressure and of sufficient flow through the decontamination chambers so as to prevent escape of airborne fibers.

2.2.1.9 Vehicle Storage - No construction vehicles shall be stored, serviced, washed or flushed out in a location where leaks, spillage, waste materials, cleaners or waters will flow or be otherwise introduced into wetlands, reservoirs or watercourses.

2.2.1.10 Sanitary Accommodations - Sanitary accommodations must be placed where directed; they shall be maintained in a clean, well ventilated and sanitary condition at all times.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

#### **3.1.1 WORK AREAS**

3.1.1.1 The Contractor shall provide for, furnish and maintain temporary connections to existing clean water supply and electrical utilities for the use of water and power for lighting, heating or services required for the full performance of the work, and be responsible for the same. In accordance with the following paragraphs, no charges will be assessed for the use of reasonable amounts of water or electricity. Any subcontractors shall also be allowed the full use of these utilities.

- a. Water - Water may be obtained free of charge, with the Contractor providing all temporary connections for its distribution and removal of the same after the completion of the project. Water must be from a clean source.
- b. Electricity - Electricity shall be provided at no charge from existing power sources. Contractor shall check on the adequacy of power supply prior to making connections.

3.1.1.2 Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the structure. During the work, vents within the Work Area shall be sealed with tape and plastic sheeting.

3.1.1.3 Clean movable objects within the proposed work areas using HEPA vacuum equipment and/or wet cleaning methods as appropriate and remove such objects from work areas to a temporary location.

3.1.1.4 Pre-clean fixed objects within the work areas, using HEPA vacuum equipment and/or wet cleaning methods as appropriate, and enclose with minimum six (6) mil plastic sheeting sealed with tape.

3.1.1.5 Clean the proposed work areas using HEPA vacuum equipment or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

3.1.1.8 Provide airlocks at entrances to and exits from the work areas. Provide clear plastic vision ports where appropriate for inspection.

3.1.1.9 Maintain emergency and fire exits from the work area, or establish alternative exits satisfactory to fire officials.

#### **3.1.2 DECONTAMINATION ENCLOSURE SYSTEMS:**

3.1.2.1 Build suitable Building Code conforming framing as described herein at shop drawing submittal stage. Portable pre-fab units, if utilized, must be submitted for review and approval by the Architect and Project Monitor before start of construction. Submittal shall include, but not be limited to, a floor plan layout complying to schematic layout bound herein, showing dimensions, materials, sizes, thickness, plumbing, electric outlets, etc.

3.1.2.1.1 In all cases access between contaminated and uncontaminated rooms or areas shall be through an airlock. In all cases access between any two (2) rooms within the decontamination enclosure system shall be through a curtained doorway.

3.1.2.2. Worker Decontamination Enclosure: Construct a workers' decontamination enclosure system contiguous to the work area consisting of five (5) totally enclosed chambers to conform with standard drawings bound herein as follows:

3.1.2.2.1 An Equipment Room with two (2) curtained doorways, one (1) to the work area and one (1) to the airlock.

3.1.2.2.2 A Shower Room with two (2) curtained doorways, one (1) to each airlock. Plastic on Shower Room and adjoining equipment and clean rooms shall be non-transparent. Showers shall be provided and used at all asbestos removal operations.

3.1.2.2.3 The Shower Room shall contain at least one (1) shower with hot and cold or warm clean water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Ensure a supply of soap and towels at all times in the shower room.

3.1.2.2.4 A Clean Room with one (1) curtained doorway into the airlock and one (1) entrance or exit to non-contaminated areas of the building. The Clean Room shall have sufficient space for storage of the workers' street clothes, towels, and other non-contaminated items. Joint use of this space for other functions such as offices, storage of equipment, materials, or tools shall be prohibited.

3.1.2.3 Equipment Decontamination Enclosure: Provide or construct an Equipment Decontamination Enclosure system consisting of two (2) totally enclosed Chambers as follows:

3.1.2.3.1 A Washroom, constituting an airlock, with a curtained doorway to a designated staging area of the Work Area and a curtained doorway the Holding Area.

3.1.2.3.2 A Holding Area, constituting an airlock, with a curtained doorway to the Washroom and a curtained doorway to an uncontaminated area.

### 3.2 ASBESTOS DECONTAMINATION

3.2.8 If at any time during asbestos removal, should the project monitor suspect contamination of areas outside the work area, he shall stop all abatement work until the contractor takes steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and visual inspections certify decontamination.

### 3.3 CLEAN-UP

Remove visible accumulations of dust debris. Clean all surfaces with a HEPA filtered vacuum. An inspection by the Project Monitor shall be conducted. If the Project Monitor finds visible accumulations of dust or bulk asbestos containing materials in the work Area, the Contractor shall repeat the cleaning until the work area is deemed cleaned.

### 3.4 CLEARANCE TESTING

Aggressive TEM air sampling using leaf blowers and fans will be conducted in a minimum of 5 areas. The clean-up will be considered complete and the areas safe former-occupancy if all of the samples are below seventy structures per square millimeter (70 s/sq mm) the detection limit.

### 3.6 DISPOSAL OF ASBESTOS-CONTAINING MATERIALS AND ASBESTOS-CONTAMINATED WASTE

3.6.1 In Connecticut disposal of asbestos materials and asbestos waste must be authorized by the Office of Solid Waste Management pursuant to Section 22a-209-8(1) of the administrative regulations of the Department of Environmental protections, Solid Waste Management Unit, and the Connecticut General Statutes, Section 22a-220 entitled "Municipal Provisions for Solid Waste Disposal. Toxic or Hazardous Waste Disposal." The first step in obtaining authorization is to contact the office in writing with detailed information relating to the

quantities, types, sources, generator and hauler of asbestos wastes to; be disposed. The Office of Solid Waste Management will provide assistance by contacting and making arrangements with a landfill owner and/or operator for disposal. Authorization will be given if it can be assured that the asbestos waste will be handled and disposed of in accordance with the following requirements.

### 3.8 AIR MONITORING AND ANALYSIS

3.8.1 The following schedule may be utilized for air sampling during the project by the Project Monitor (in addition to OSHA monitoring by the contractor):

3.8.2 Pre-abatement sampling - A sufficient number of air samples may be collected prior to the start of abatement activities in order to determine prevalent airborne concentrations.

3.8.3 Sampling during the abatement project may include:

The following schedule of samples shall be required on daily basis, once abatement activities begin. (The following are recommendations. The size of the abatement activity will impact on the number of samples necessary to adequately monitor the Contractor's activities. Decisions on the number of samples and locations are to be made by the Air Sampling Professional. A guideline is as follows.

2 Area Samples (outside the work area in uncontaminated areas of the building;

One of these shall be at the entrance to the worker decontamination enclosure).

1 Area Sample (outside the building)

1 Area Sample (at the exhaust of negative pressure ventilation equipment).

3.8.4 Post-abatement (clearance) air sampling shall be conducted following the cleaning phase of work, once the no visible residue criterion has been met. A minimum of five samples shall be collected aggressively (with portable fans or blowers circulating air in the Work Area to simulate actual use conditions) to determine post-abatement air concentrations. An adequate volume of air to provide accuracy to 0.010 fibers/cc is required for PCM and greater than 1,199 liters for TEM.

3.8.5 Air samples will be analyzed with the appropriate microscopy. In schools, per the EPA AHERA regulation, transmission electron microscopy will be used to analyze final air samples for containments in which more than 160 square feet or 260 linear feet of asbestos-containing materials were abated. In schools, per the EPA AHERA regulation, phase contrast microscopy will be used to analyze final air samples for containments in which less than 160 square feet or 260 linear feet of asbestos-containing materials were abated.

3.8.6 Air samples will be analyzed with the appropriate microscopy. In buildings other than schools, per the State of Connecticut regulations, transmission electron microscopy will be used to analyze final air samples for containments in which more than 1500 square feet or 500 linear feet of asbestos-containing materials were abated. In buildings other than schools, per the State of Connecticut regulations, phase contrast microscopy will be used to analyze final air samples for containments in which less than 1500 square feet or 500 linear feet of asbestos-containing materials were abated.

#### 3.8.7 Contractor Responsibility

Air sampling shall be conducted by the Contractor, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1910.1001 and 1926.1101

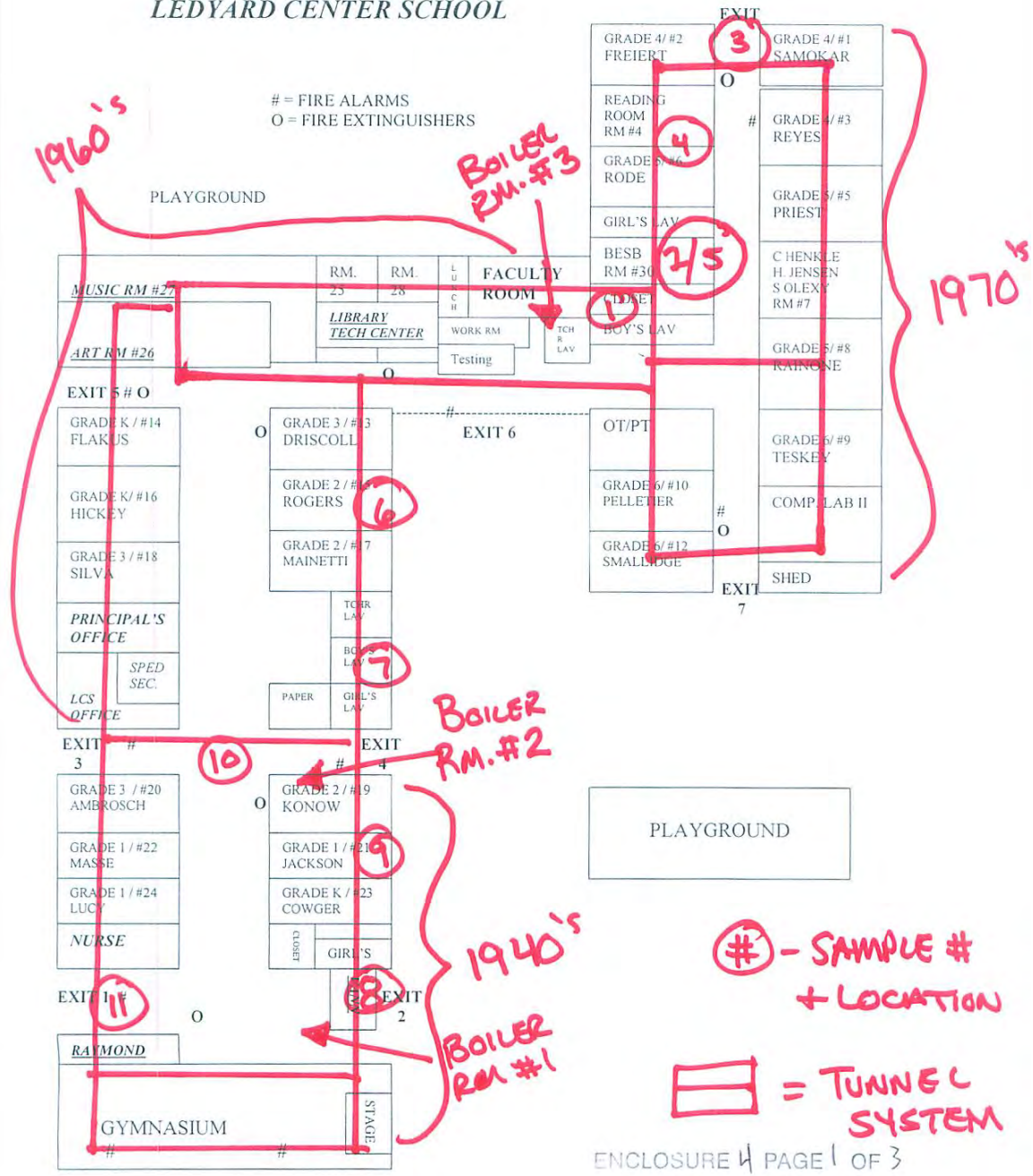
3.8.7 Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours and be available for review until the job is complete. Upon completion of the job, these are to be forwarded to the Building Owner for inclusion with project records.

3.8.9 Documentation of sample analysis must include as a minimum; sample identification; total sample duration; sample flow rate; total air volume; total fibers counted (with work sheets); total fields counted; blank

filter analysis; reticule field area; and concentration of fibers per cubic centimeter. Analytical results must include calculation of detection limits as given in Appendix G of Environmental Protection Agency Publication EPA 560/5-85-024, June 1985 Guidance for Controlling Friable Asbestos-Containing Materials in Building; of any typical environmental conditions.

3.8.10 Air sampling analysis must be performed by individuals trained in the National Institute for Occupational Safety and Health (NIOSH) 582 course on Asbestos Air Sampling and Analysis, associated with a laboratory approved and certified by the American Industrial Hygiene Association (AIHA). Documentation of individual air sample analysis qualifications must be provided to the Owner or the Architect. Labs analyzing any sample taken on the job must be certified by the State of Connecticut Department of Public Health.

LEDYARD CENTER SCHOOL



Red Lines are the locations of the tunnels that are 6-8 feet wide. Remove all remaining asbestos insulation (all non-fiberglass insulation) throughout all tunnels and 6 inches of soil throughout all tunnel soil surfaces. About 1,400 feet of tunnels 6-8 feet wide, 4,900 ft 3 soil to be removed (180 yds<sup>3</sup>)

**TOWN OF LEDYARD, CONNECTICUT**

**INSURANCE REQUIREMENTS FOR  
LEDYARD CENTER SCHOOL ASBESTOS ABATEMENT**

**PROPOSAL #LPS-003**

The successful Bidder shall be required to furnish to Ledyard Public Schools a certificate of insurance within thirty (30) days of notification of award. Any changes in insurance coverage will require thirty (30) days' notice to Ledyard Public Schools. Insurance coverage must include Ledyard Public Schools as an additional insured. The required insurance coverage is:

Comprehensive form General Liability including premises/operations, underground explosion and collapse hazard, oil spills, completed products/operations, contractual independent contractors, broad form property damage, and personal injury.

Limits of Liability shall combine bodily injury and property damage: \$1,000,000; each occurrence. \$2,000,000; aggregate.

Automobile Liability including owned vehicles, hired vehicles, and non-owned vehicles.

Limits of liability shall combine bodily injury and property damage: \$1,000,000; each occurrence. \$2,000,000 aggregate.

Excess Liability-Umbrella Form.

Limits of Liability shall combine bodily injury and property damage: \$1,000,000; each occurrence. \$2,000,000; aggregate.

Worker's Compensation Insurance.

Limit of Liability shall be the statutory limit of: \$1,000,000 each accident.

**END OF INSURANCE REQUIREMENTS**

**TOWN OF LEDYARD, CONNECTICUT**

**PROPOSAL FORM**  
**LEDYARD CENTER SCHOOL ASBESTOS ABATEMENT**

**PROPOSAL #LPS-0003**

**PROPOSER'S FULL LEGAL NAME:** \_\_\_\_\_

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of \_\_\_\_\_ /100 Dollars (write out in words) (\$\_\_\_\_\_).

**ACKNOWLEDGEMENT**

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

**REQUIRED DISCLOSURES**

1. Exceptions to or Modifications or Clarifications of the RFP

\_\_\_\_\_ This proposal does not take exception to or seek to modify or clarify any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

\_\_\_\_\_ This proposal takes exception(s) to or seeks to modify or clarify certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**



2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

**PROPOSAL (BID) SECURITY**

I/we have included herein the required certified check or proposal (bid) bond in the amount of 10% of the proposal amount.

**NOTE:** THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY \_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_ DATE: \_\_\_\_\_  
(SIGNATURE)

**END OF PROPOSAL FORM**

**TOWN OF LEDYARD, CONNECTICUT**

**PROPOSER'S LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

**IF A SOLELY OWNED BUSINESS:**

Proposer's Full Legal Name \_\_\_\_\_

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

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

**IF A CORPORATION:**

Proposer's Full Legal Name \_\_\_\_\_

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

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

Proposer's Full Legal Name \_\_\_\_\_

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

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Manager(s) and Member(s)

\_\_\_\_\_  
Name & Title (if any)                      Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)                      Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)                      Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)                      Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)                      Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

**IF A PARTNERSHIP:**

Proposer's Full Legal Name \_\_\_\_\_

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

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Partners

\_\_\_\_\_  
Name & Title (if any) Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any) Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any) Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any) Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

\_\_\_\_\_  
Proposer's Full Legal Name

\_\_\_\_\_  
(print)  
Name and Title of Proposer's Authorized Representative

\_\_\_\_\_  
(signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Date

**END OF LEGAL STATUS DISCLOSURE FORM**

**TOWN OF LEDYARD, CONNECTICUT**

**Ledyard Center School Asbestos Abatement**

**PROPOSER'S CERTIFICATION**

**Concerning Equal Employment Opportunities  
And Affirmative Action Policy**

I/we, the proposer, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):  
\_\_\_\_\_ have an Affirmative Action Program, or  
\_\_\_\_\_ employ ten (10) people or fewer.

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
(Signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer's Authorized  
Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

\_\_\_\_\_  
Date

**TOWN OF LEDYARD, CONNECTICUT**

**PROPOSER'S NON COLLUSION AFFIDAVIT**

**PROPOSAL FOR:**

**PROPOSAL NUMBER:**

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The proposal is genuine; it is not a collusive or sham proposal;
- (2) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) No elected or appointed official or other officer or employee of the Town of Ledyard is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Ledyard to consider its proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
(signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer's Authorized  
Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**TOWN OF LEDYARD, CONNECTICUT**

**PROPOSAL #LPS-0003**  
**LEDYARD PUBLIC SCHOOLS**

**PROPOSER'S STATEMENT OF REFERENCES**

Provide at least three (3) references:

1. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION  
\_\_\_\_\_

2. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION  
\_\_\_\_\_

3. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION  
\_\_\_\_\_

**END OF STATEMENT OF REFERENCES**

**GENERAL CONTRACTOR  
BIDDER'S QUALIFICATION STATEMENT**

All bidders are required to file this form, properly completed, WITH THEIR PROPOSAL. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject the bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 ½ x 11" sheets with your letterhead as necessary.

**THE DEPARTMENT RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL OR SUPPLEMENTAL INFORMATION NECESSARY TO COMPLETE ITS EVALUATION OF A BIDDER'S QUALIFICATION.**

1. Indicate exactly the name by which this organization is known:

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

2. How many years has this organization been in business under its present business name?

Years: \_\_\_\_\_

3. How many years has this organization been in business as a General Contractor?

Years: \_\_\_\_\_

4. Indicate all other names by which this organization has been known and the length of time known by each name:

4.1 \_\_\_\_\_

4.2 \_\_\_\_\_

4.3 \_\_\_\_\_

5. This firm is a:

Corporation

Partnership

Sole Proprietorship

Joint Venture

Other

**SECTION 00 45 14  
GENERAL CONTRACTOR'S  
BIDDER QUALIFICATION STATEMENT**

6. Attach **resumes** of all **supervisory personnel**, such as **Principals, Project Managers**, and **Superintendents**, and **Construction Scheduler** (see Section 01 32 16 or 01 32 16.13 of the General Requirements. as applicable) who will be directly involved with the project on which you are now a bidder. Indicate their construction related training, certifications and licenses and the number of years of actual construction experience. Indicate the number of years of this actual construction experience which were in a Supervisory capacity.

7. List all sub-trades, which your firm customarily performs with own employees:

- 7.1 \_\_\_\_\_
- 7.2 \_\_\_\_\_
- 7.3 \_\_\_\_\_
- 7.4 \_\_\_\_\_
- 7.5 \_\_\_\_\_

8. All Construction Projects your organization has in process (attach separate sheets using the following format as necessary):

8.1 Specific Title & Location: \_\_\_\_\_

8.2 Contract Amount: \_\_\_\_\_

8.3 Description of your scope of work performed: \_\_\_\_\_

8.4 Owners Representative:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**Telephone Number**

9. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?

- NO
- YES

If yes, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

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

10. Has your organization ever had a contract terminated?

- NO  
 YES

If yes indicate the circumstances leading to the project termination of contract(s):

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11. Has your organization had any legal or administrative proceedings against the organization, or any officers, principals, partners, members, or employees of the organization currently pending or concluded adversely within the last five years, and any judicial or administrative sanctions that are still in effect against such organization, and any of its officers, principals, partners, members, or employees? (Exclude OSHA violations which are called for elsewhere in this statement.)

- NO  
 YES

If yes, list and explain:

12. Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect?

- NO  
 YES

If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization:

13. Has your organization had any other reason that precludes your organization or any officer, principal, partner, member, or employees thereof from bidding on a contract in Connecticut or any other jurisdiction?

- NO  
 YES

If yes. list and explain:

14. Has your organization had any willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970?

- NO  
 YES

If yes, list and explain; indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed, what is the status or disposition?

15. Has your organization had any criminal convictions related to the injury or death of any employee in the three year period preceding the bid?

- NO  
 YES

If yes, list and explain any such convictions:

16. Have there been any changes in your company's financial condition or business organization, which might affect your company's ability to successfully complete this contract?

- NO  
 YES

If yes, list and explain:

**SECTION 00 45 14  
GENERAL CONTRACTOR'S  
BIDDER QUALIFICATION STATEMENT**

Dated at \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Name of Organization: \_\_\_\_\_

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

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

**Notary Statement:**

Mr./Mrs./Ms. \_\_\_\_\_ being duly sworn

Deposes and says that he/she is the \_\_\_\_\_  
of \_\_\_\_\_  
(Position or Title)

\_\_\_\_\_, and that the answers to the  
foregoing \_\_\_\_\_,  
(Firm Name)

Questions and all statements therein contained are true and correct.

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

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_

**END OF SECTION**