

INSTRUCTIONS TO BIDDERS

Mail or deliver this entire completed bid package in a sealed envelope to be received no later than 9:30 a.m. on Wednesday, February 8, 2012

TO: City of Torrington  
Purchasing Department  
140 Main Street  
Torrington CT 06790

To be noted on outside of envelope:

DO NOT OPEN UNTIL 9:30 a.m. on Wednesday, February 8, 2012

Project No. 143-262  
70 Amherst Street  
Torrington CT 06790

THERE WILL BE A NON-MANDATORY PRE-BID CONFERENCE AT THE ABOVE SITE AT:  
9:30 a.m. on: Wednesday, February 1, 2012

NOTE: CONTRACTOR IS TO SUBMIT THIS ENTIRE BID PACKAGE. ALL BIDS MUST BE FILLED OUT COMPLETELY. IT IS SUGGESTED THAT CONTRACTORS RETAIN A COPY OF THIS ENTIRE BID PACKAGE.

ALL BIDS SHALL REMAIN IN EFFECT FOR THIRTY (30) CALENDAR DAYS AFTER THE RECEIPT OF BIDS.

CONTRACTOR'S BUSINESS NAME: \_\_\_\_\_

(PLEASE PRINT)

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER  
WBE / MBE / SBE AND SECTION 3 DESIGNATED CONTRACTORS  
ARE ENCOURAGED TO APPLY

CITY OF TORRINGTON  
SCOPE OF WORK, PART 1, GENERAL CONDITIONS

OWNER: Mildred Wilson  
ADDRESS: 70 Amherst Street  
Torrington CT 06790

PROJECT: 143-262

1. The Contractor, unless otherwise specified, shall provide all labor, materials, tools, equipment, and related items, and pay all necessary taxes, fees, and permits necessary to complete all of his work as detailed on the attached scope of work.
2. All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.
3. The Contractor certifies that he has familiarized himself with the requirements of the specifications and plans and understands the extent and character of the work to be done, and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid.
4. The selected Contractor must, prior to contract signing, supply the City of Torrington and the Owner with the original certificates of insurance for general liability, auto liability, and worker's compensation, as applicable. General liability insurance shall be a broad form contractual endorsement with minimum limits of one million (\$1,000,000.00) dollars per occurrence for bodily injury and five hundred thousand (\$500,000.00) dollars per occurrence for property damage. Auto Liability insurance shall cover hired and non-hired autos in accordance with State law. Workers' Compensation Insurance shall have a minimum limit of one hundred thousand (\$100,000.00) dollars for each accident. The Contractor shall indemnify and save harmless the Owner and the City of Torrington under these policies. The contractor shall name the City of Torrington, its agents and the Owner as additional insured as their interests may appear on the General Liability Insurance.
5. The Contractor agrees that all services offered by the Municipality through L. Wagner & Associates, Inc. (hereinafter referred to as the "Consultant"), which may affect the Contractor, are offered by the Municipality in order to assist in the project implementation and the necessary program compliance. The Contractor agrees to, upon review and acceptance of such services provided, indemnify, defend, save and hold harmless the Municipality and Consultant, their officers, agents and employees from and against any and all damage, liability, loss, expense, judgment or deficiency of any nature whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Municipality or consultant which shall arise out of or result from consultant's performance in good faith of services pursuant to the Professional Services Contract. The Contractor agrees that the Consultant shall not be liable to the Contractor, its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to Professional Services Contract.

6. All materials shall be new and of acceptable quality. The property Owner shall select all colors, models, etc. All materials and work must be applied in accordance with the applicable manufacturer's latest instructions and specifications, and in accordance with Federal prohibitions against the use of lead paint. All manufacturers' warranties are to be extended to the property Owner free and clear of all liens. Unless otherwise specified, all labor, material, and workmanship provided by the Contractor shall be guaranteed by the Contractor for a one (1) year period from the date of the Certificate of Completion. This guarantee shall be in addition to and not in limitation of, in lieu of, or modify any other guarantee that is due the property Owner from any manufacturer.
7. The Contractor shall repair or replace all work, materials, and equipment which are found to be defective during construction and the guarantee period. Repair shall include all damage to surrounding work caused by the failure and/or necessary for the repair or replacement of the defect. All repairs and replacements shall be performed at no additional expense to the Owner and shall be completed promptly after the Contractor receives notice of the defect.
8. The Contractor shall take all necessary measures and precautions to protect the surroundings from damage occurring due to performance of the work. If such damage occurs it will be repaired by the Contractor at no cost to the Owner.
9. The Contractor shall dispose of all debris and remove all material resulting from his work in accordance with local and State law. The Contractor shall police and maintain a clean and safe job site daily. He shall reinstall accessories taken down and clean up all scrap around the project and remove fingerprints. All on-site maintenance relating to the performance of the work shall be the responsibility of the Contractor until the Certificate of Completion is issued. The project shall be maintained in a habitable and safe condition daily if the project is to remain occupied.
10. All work shall be neat and accurate and done in a manner in accordance with customary trade practices.
11. The Contractor shall not make any changes to the scope of work unless a change order is processed and fully executed by the property Owner and the Program.
12. The Owner may cancel this contract by To be determined and not be liable to the Contractor or the Municipality. Should the Owner opt to cancel they must sign and send the attached cancellation notice, see Attachment A, to the Contractor, other wise the Owner shall issue a Notice to proceed authorizing the contractor to commence with the proposed improvements. Should the Notice to Proceed not be issued prior to 10 consecutive calendar days from the date of the expiration date of the right to cancel then the Contract will become Null and void.
13. The Contractor shall commence work under this contract prior to To be determined and complete the work by To be determined.

14. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate Contractor employed by the Owner, or by changes ordered in the work or by labor disputes, fire, unusual delay in delivery of materials, transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which justifies the delay, the contract time shall be extended by Change Order for such reasonable time as may be agreed upon by all parties. It shall be the responsibility of the Contractor to request and document in writing such extensions within three (3) calendar days. In the event that the Contractor does not commence or pursue the work as hereinafter stated, then the Owner shall have the right to terminate this agreement and to hire a successor Contractor to perform the work. Any such termination shall be by certified mail to the address noted in this agreement, and shall be effective as of the date of mailing. Payments by the Owner in the event of termination shall be as follows:
15. The successor Contractor shall first be paid and then the terminated Contractor. Payments to the terminated Contractor shall be limited both as to those funds remaining after payment to the successor Contractor but shall not exceed the value of the work actually performed by the terminated Contractor. Further, should the total cost for work performed under this contract exceed the amount stated in this agreement due to the Contractor's termination, then the Owner shall have a cause of action against the terminated Contractor for any such additional cost.
16. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall, thereupon, have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all unfinished work required by the Contractor under this Contract shall, at the option of the Owner, be completed or not.
17. The Contractor may request a maximum of To be determined progress payments as work is completed in accordance with the attached specifications. The request shall be in the form of an itemized bill for that portion of work completed by the Contractor. All requests for payment shall be accompanied by a fully executed Lien Waiver, on a form provided by the Program. Final payment is contingent upon the receipt of a signature of the respective inspector for which each permit was issued. The Contractor shall be responsible for obtaining the signatures and presenting them upon final payment.
18. All claims or disputes between the Owner and Contractor arising out of or related to the work shall be resolved in accordance with Construction industry arbitration rules of the American Arbitration Association (AAA), unless the parties mutually agree otherwise. The Owner and Contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to AAA. Notice of the demand for arbitration shall be filed in writing, with a copy to the other party to this Construction Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the Owner, the arbitrator may award costs and attorney's fees in favor of the Owner.

If the award of the arbitrator is in a sum greater than that which was offered in settlement by the Contractor, the arbitrator may award costs and attorney's fees in favor of the Contractor.

It is understood and agreed by the parties hereto that neither party will institute any form of legal action, including, but not limited to, attaching the assets of the other party, unless and until it has made a good faith attempt to have the dispute resolved in accordance with the provisions of this Section. Noncompliance with the conditions precedent constitutes a waiver of the right to assert said claim.

19. Section 3 of the Housing and Urban Development Act of 1968 applies to this contract if the amount of HUD assistance exceeds \$200,000 or the contract or subcontract exceeds \$100,000. The Contractor shall, to the maximum extent feasible, provide opportunities for training and employment in connection with this contract to low income persons residing in the PMSA relevant to the project location. The Contractor must make a good faith effort to fill any job vacancies and training opportunities with low income persons residing in the PMSA relevant to the project location. Where the preceding applies, contractors must comply with the following Section 3 Clause:
  - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set for the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.

- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
  - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
20. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, national origin, or mental or physical disability during the performance of this agreement. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, without regard to their race, color, creed, religion, sex, sexual preference, national origin or mental or physical disability. This provision will be inserted in all subcontracts for work covered by this agreement.
21. In the event of the Contractor's noncompliance with this equal opportunity clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Presidential Executive Order 11246, or by rule, regulations, or order of the Secretary of Labor or as provided by law.
22. The following applies to all contracts of \$10,000.00 or more: SECTION 402 VETERANS OF THE VIETNAM ERA. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

23. The premises herein shall be occupied during the course of the construction work.
24. No officer, employee or member of the Governing Body of the City of Torrington shall have any financial interest, direct or indirect, in this contract or the proceeds of this loan.
25. The Owner and/or City retains the right to reject any or all bids or any part of any bid in part or in whole if deemed to be in the best interest of the Owner and/or City.
26. Substitutions of materials from that specified are only allowed on an approved/equal basis. The Contractor must submit written documentation of the substitute item or material for approval by the Owner and Program prior to making such substitution. Any items or material substituted by the Contractor without prior written approval of the Owner and Program will at Contractor's expense be replaced if it is determined not to be equal to the item or material specified. Any surrounding, adjoining, or dependent items affected by replacement of unequal substituted material shall also be replaced, reworked, and reinstalled at no cost to the Owner.
27. Bids shall contain prices for general categories of work and/or items as specified on the attached sheets. In the event of a discrepancy between prices listed in the specifications and those on the cost summary sheet, the prices listed on the specification for that section shall prevail. In the case of a mathematical error by the Contractor, the correct sum of the individual line items in the specifications (not in the cost summary) shall be the Contractor's bid.
28. All bids shall remain in effect for thirty (30) calendar days.
29. The Owner will supply all necessary power required by the Contractor at no additional cost to complete his work. Power shall be limited to the use of existing outlets and shall not exceed the existing capacity of the system. Power required over the capacity of the existing electrical system shall be the responsibility of the Contractor. Heating during construction shall be supplied by the owner.
30. OTHER PROVISIONS - LEAD BASED PAINT
  - A. Any and all rehabilitation work under this Agreement will comply with the requirements of the Federal Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

The construction or rehabilitation of residential structures with assistance provided under this contract is subject to the final regulations "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally owned Residential Property and Housing Receiving Federal Assistance". The regulation is at 24 CFR Part 35. It implements sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X, of the Housing and Community Development Act of 1992. Sections 1012 and 1013 amend the Lead-Based Paint Poisoning Prevention Act of 1971.

Provided, however, that the Owner shall have sole responsibility for assuring that his property conforms to the Lead-Based Paint Removal Requirements and the Program shall not assume any liability whatsoever as a result of identifying volatile levels of Lead-Based Paint or its removal except insofar as to comply with applicable environmental regulations.

**PUBLIC LAW 91-695 "LEAD-BASED PAINT POISONING PREVENTION ACT"**  
The Contractor shall adhere strictly to the provisions of the "Lead-Based Paint Poisoning Prevention Act". Specifically, the Contractor will not utilize lead-based paint as a finish or undercoat or any other use in or out of residential dwellings funded in whole and/or part by the Federal Government.

31. The specifications and drawings, if any, are complimentary. Work described in the specifications does not necessarily have to appear on the drawings, nor does work described on the drawings necessarily have to appear in the specifications. The Contractor is responsible for estimating all work whether described in the specifications, the drawings, or both. If there is a discrepancy between the drawings and the specifications, the specifications shall prevail. All work, whether described in the specifications, or the drawings is to be included in the bid summary sheet by appropriate line item. The contract will only be awarded to general Contractors bidding on ALL line items.



### **General Construction Notes**

1. The Contractor shall perform the work to accommodate to the greatest extent reasonable the normal use of the premises by the Owner during the construction period.
2. It is the Owners intention to proceed with the dwelling occupied during the entire construction project. Coordinate with the Owner in all construction operations to minimize conflict, and to facilitate the Owner usage of the dwelling, parking, and access to the building.
3. All Lead Based Paint Hazard Reduction work shall be performed in accordance with 24 CFR Part 35, requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance. Final Rule subpart J Rehabilitation and applicable rules and regulations.
4. The Contractor shall maintain containment within the work area when performing lead based paint reduction activities as required, until such time as clearance is received.
5. The Contractor shall coordinate any and all short-term interruptions or shutdowns with the Owner prior to commencing.
6. The Contractor shall take every precaution to ensure the safety of the occupants during all phases of construction. The Contractor shall to the greatest extent reasonable maintain a least one exit for access. Coordinate restrictions and closures with Owner.
7. The Contractor shall be responsible for protecting the dwelling and contents from weather and damage during construction, and shall be responsible for the repair and or replacement of any damage to the building and or contents until completion of the contract.
8. The Contractor shall assume full responsibility for the protection and safekeeping of his materials and products under this Contract stored on the site. The Contractor shall move any stored products under the Contractor's control which interfere with operations of the Owner, and tenants.

### **Project Meetings**

1. The selected Contractor shall attend a contract signing meeting as scheduled by the Owner, and Consultant.
2. The selected Contractor shall attend periodic job meetings during the course of construction, on site, as required.

## **Product and Execution**

1. Workers shall be experienced and skillful in performing the work assigned to them.
2. Contractor shall verify critical dimensions, operations and functions in the field before ordering or fabricating items which must fit adjoining construction. The Contractor shall verify all existing conditions and dimensions prior to the work. Any and all discrepancies shall be reported to the Owner and Consultant prior to ordering any materials or performing the work.
3. The Contractor shall follow manufacturer's instructions for assembly, installation and product adjustment. In the event of conflicting specifications the specifications of the manufacturer shall prevail.
4. In the event unforeseen circumstances the Contractor shall notify the Owner and Consultant within three days of discovery. If the work is deemed additional or extra by the Consultant then a change order will be negotiated, executed and authorized by the Contractor, Owner and Consultant prior to the commencement of the work. Any work performed prior to the execution of a change order may or may not be considered for payment.
5. The specifications do not attempt to detail every task and procedure required to perform the work in full. The Contractor shall perform the work as required to complete the work in a professional manner using customary trade practices and standard work practices.

## **Removal of Debris and Site Maintenance**

1. The contractor shall include in their bid the cost of trash containers and the removal and lawful disposal of said debris off site.
2. The Contractor shall coordinate with the Owner for the placement of trash containers if necessary prior to the start of demolition.
3. The Contractor shall be responsible for the daily clean up and maintenance of the site. All debris, construction materials, scrap, rubbish etc. shall be placed in a trash container or dumpster on a daily basis. Sidewalks, driveways and pedestrian ways shall be broom swept at the end of each day.

### **Material Delivery, Storage and Handling**

1. The Contractor shall determine and comply with manufacturer's recommendation on product handling, storage installation and protection.
2. Products shall be delivered to the job site in their manufacturers' original containers, with labels intact and legible. Do not deliver materials to job site until they can be properly protected.
3. Maintain packaged materials with seals unbroken and labels intact until time of use.
4. The Owner and or Consultant may reject materials and products which do not bear identification satisfactory to the Owner or Consultant

### **Submittal**

The following list of submittals is for the convenience of all parties concerned it is not necessarily a complete list of all submittals required.

1. Submit the following before the start of work:
  - a. Copy of building permit.
  - b. Construction schedule.
  - c. Material submittals if not using materials as specified.
2. Submit the following during the course of work:
  - a. Name & address of all subcontractors
  - b. Signed and notarized lien waivers from first tier subcontractors and suppliers.
3. Submittals before Certificate of Completion and final payment.
  - a. Certificate of Occupancy or acceptance of work from local Building Official.
  - b. All warranty and guarantee information
  - c. Signed and notarized lien waivers from first tier subcontractors and suppliers.

### **Warranties and Guarantees**

1. The Contractor shall issue the Owner a written Notice of Guarantee after the date of receipt of Certificate of Completion. Submit to the Owner on letterhead in the following form:  
Name of Project and date  
I/We, (FIRM NAME), hereby warrant, (OR GUARANTEE) (TYPE OF WORK BEING WARRANTED OR GUARANTEED) for a period of (# OF YEARS) from the date of the Certificate of Completion.

Signed  
Dated

## **LEAD PAINT INFORMATION AND LEAD REPORT**

### **A. LICENSE / CERTIFICATION**

1. Contractor is required to provide a copy of his lead abatement contractor license as well as the license for his lead supervisor and workers if the job is an abatement job.
2. Contractor is required to provide copies of their company and employee RRP certification. These documents must also be made available on site at all times.

### **B. LEAD HAZARDS**

1. The contractor will address all lead hazards listed in the enclosed lead report.

### **C. CLEARANCE TESTING**

1. The Contractor will be responsible for all clearance testing upon the completion of project.
2. The Contractor shall provide the Owner, Town and Consultant with copies of the clearance test results.

### **D. DISPOSAL**

1. The Contractor shall perform a Toxicity Characteristic Leaching Procedure test, TCLP, as pursuant to Regulations of Connecticut State Agencies Section 22a-449(c)-101(a) (1), incorporating 40 CFR 262.24.
2. The TCLP test will determine the toxicity of the material being disposed of and classify it as either bulky waste or hazardous waste.
3. The Contractor shall assume in their bid price that the TCLP test will result in the disposal of the material as bulky waste. In the event that the TCLP test determines the material to be disposed of as hazardous waste a change order will be negotiated prior to the disposal.
4. The Contractor shall provide the Owner, Town and Consultant with copies of the TCLP test results.

### **IMPORTANT**

**TCLP test must be performed prior to the demolition of leaded materials.**



# **BOSTON LEAD COMPANY, LLC**

## **Environmental Training and Assessment**

62 Washington Street  
Middletown, CT 06457

### **Introduction**

On April 7, 2011, Kristen Liljehult, Lead-based Paint Inspector/Risk Assessor of Boston Lead Company, LLC performed a Lead Inspection/Risk Assessment at 70 Amherst Street in Torrington, CT for L. Wagner & Associates and the owners, Mildred Wilson. The purpose of this Lead-Based Paint Inspection was to determine whether there was lead-based paint present in the dwelling. The results of this inspection indicated that there was lead paint found on the exterior of the dwelling.

### **Description of Property**

This single family ranch-style house was originally built in 1951. There is a living room, kitchen, mudroom, 2 bedrooms and a bathroom. There are no children under 6 residing in the dwelling.

The exterior house is completely enclosed with aluminum siding. Most of the windows are vinyl replacements; however, the remaining painted wood windows are leaded and defective. The exterior window trim is enclosed with aluminum, but parts of the original painted wood are exposed. The cellar windows are also original and leaded. The 2 exterior doors have been replaced and only the non-friction door stop is original. Soil samples were taken and all results are below the threshold for lead-in-soil. The results are attached.

The interior house is in excellent condition. The interior doors and trim are all unpainted and in intact condition. All painted surfaces are intact. Dust wipes were taken and all results are below the threshold for lead-in-dust.

### **Executive Summary –**

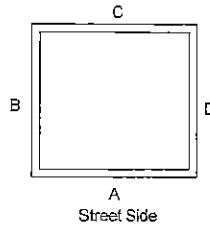
#### ***Lead Based Paint Determination***

“Toxic level of lead”, as defined in the State of Connecticut Regulation of Department of Public Health: The Lead Poisoning Prevention and Control Regulations, means a level of lead that “ when present in a dried paint, plaster or other accessible surface in a dwelling or a facility that is used for child day care services, contains greater than 0.50% percent lead by dry weight as measured by flame atomic absorption spectrophotometry (FAAS), graphite furnace atomic absorption spectrophotometry (GFAAS), inductively coupled plasma-atomic emission spectrophotometry (ECP-AES) or another testing protocol deemed acceptable by the commissioner by a laboratory approved by the department for lead analysis, or equal to or greater than 1.0 milligrams lead per square centimeter of surface as measured on site by an X-Ray fluorescence analyzer or another testing protocol deemed acceptable by the commissioner.

#### ***Toxic Level of Lead Survey Procedure and Report Format***

The lead inspection consists of testing applicable painted surfaces utilizing an XRF instrument to identify the presence or absence of toxic levels of lead.

To read the inspection report, identify the area by way of building side. Letter A, B, C, or D identifies the location of each surface. These letters correspond to the side of the building on which the surface is situated. A is the front side of the building, B, C, and D then continue clockwise around the building.



Several columns make up the body of the report:

No.	The reading # of this individual report
Flr	Floor Level
Side	Side of Building
Room	Room Identifier
Strc	Structure: Component
Sub	Substrate
Feat	The area on the component
Cond.	Condition of the paint
Results	Positive – Negative or inconclusive

The X-Ray Fluorescence Analyzer (XRF) is the most common and accepted means of field-testing for lead in paint. Atomic absorption spectrometry (AAS) is used for paint chip samples in the laboratory. XRF detects lead through gamma ray technology. It is designed to measure the total weight of lead in a measured area. The results are reported in milligrams per square centimeter (mg/cm<sup>2</sup>). Most states have set a legal limit for lead in paint: Connecticut uses the 1.0-mg/cm<sup>2</sup> threshold.

### ***Toxic Level Lead Paint Survey***

The following areas were found to contain Lead-Based Paint:  
SEE POSITIVE LEAD READINGS

### **Regulatory Issues**

The State of Connecticut has specific laws governing the detection and removal of Lead-Based Paint hazards found in residential units built before 1978 with a child under 6 residing in the dwelling. The laws are called The State of Connecticut Lead Poisoning Prevention and Control Regulations 19a111-1 through 19a 111-11.

### ***Other Regulatory issues are:***

29 CFR 1926.62, OSHA's Occupational Exposure to Lead, regulates lead activity.

40 CFR 745, EPA's Lead Requirements for Lead Based Paint Activities.

24 CFR 35 subpart B-R, The Lead Safe Housing Rule: Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance

## Limitations of the Survey and Report

This survey was limited to the property at 70 Amherst Street in Torrington, CT. This report makes no presumption or presentations about other materials located behind walls, under floors or found once any demolition begins or materials associated with other structures located at this address.

This report does not make any claims about the surfaces in the structure that are of the same type of material, but which were not they themselves tested.

As a specific example of this limitation, if only one window in a room were tested, its results cannot be presumed to be applicable to other windows in that (or any other) room. If any assumptions are to be made from the results of this report, they would have to be made in favor of treating an area as if it were lead-based painted.

This report cannot be used as a lead abatement or asbestos abatement specification. Rather it alerts lead abatement planners, lead abatement contractors, health officials, owners and tenants to all surfaces that must be treated with care or subjected to abatement or risk hazard reduction activities.

## Next Step for Lead-Based Paint

Subsequent steps to this inspection include creation of a written lead abatement plan, or a lead management plan, in cases where lead-based paint was detected and the authority initiating the inspection considers the presence of lead-based paint cause for instituting an abatement and/or management activity.

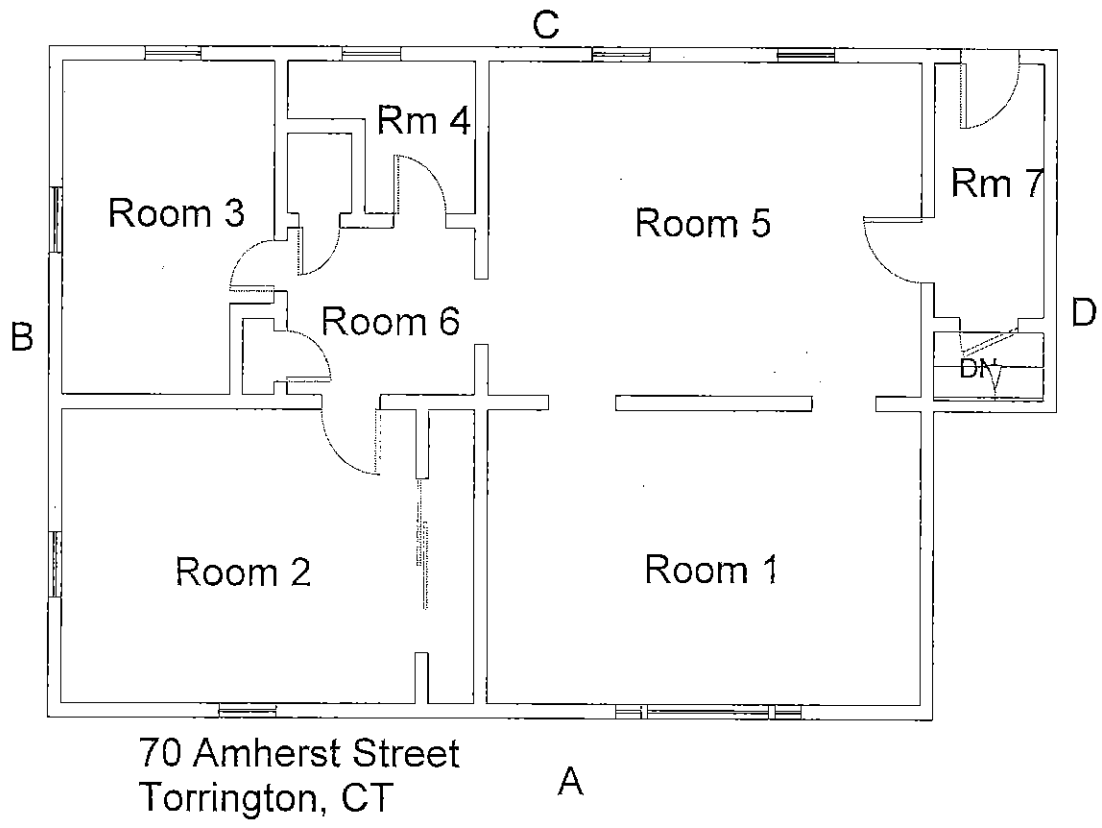
If you have any questions or concerns, please do not hesitate to call.

Kristen Liljehult

Inspector/Risk Assessor, CT. Cert #: 02206  
Boston Lead Company, LLC Lic. #: 002105

**Note: This inspection must be transferred with ownership of the property upon transfer of title.** The federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained or referenced in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Par 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based requirements, call 1-800-424-LEAD.

**Additional Regulations as of April 22, 2010 (for all residential properties built before 1978 without Lead Abatement Orders issued by the Local Board of Health and/or any childcare center or school built before 1978):** Any work performed on the property that has not been tested and/or confirmed negative for lead-based paint must be carried out using Lead-safe work practices. All work must be performed by an EPA Certified Firm using an EPA Certified Renovator to perform the work and direct lead-safe work practices.





Appendix IV: Lead-Based Paint Hazard Control Summary of  
Work

**Scope of Work:**

*This scope of work is based on the Lead Hazard Risk Assessment done by Boston Lead Company, LLC; it is up to the contractor to ensure that all replacement of components is completed as required by the Town of Torrington Building and Fire Codes.*

Summary of Lead Determination/EPA Risk Assessment for Fed. Fund Rehab  
Mildred Wilson, Owner, Contact  
70 Amherst Street, Torrington CT  
No Children under 6  
Lead Paint Determination only

**Lead Violations that require action:****1. Exterior 70 Amherst Street**

- i. **Exterior Siding and all enclosed trim: *Intact:*** Manage- Monitor for defective vinyl/aluminum coil
- ii. **Exterior Painted Wood Window Components: *F/I:*** Remove and Replace per proposed Scope of Work
- iii. **Exterior Painted Wood Window Trim: *Defective: Enclose:*** Part of the exterior wood window trim is exposed and must be assumed leaded. Remove current aluminum coil enclosure. Prepare surface, wet scrap, wet sand and render intact (stabilize) enclose with aluminum coil stock in a color acceptable to owner and approved by program using color coordinated nails.
- iv. **Exterior Painted Wood Basement Windows: *F/I:*** Remove and Replace per proposed Scope of Work
- v. **Exterior Painted Wood Basement Trim: *F/I:*** Any remaining exposed basement window trim must be paint stabilized.
- vi. **Door Components on A & C Sides (into living room and rear mud room) only door stops are leaded: *F/I:*** Remove and replace per proposed scope of work

**2. Exterior Cleanup**

- i. All visible debris will be cleaned up at the end of each workday. Prior to final removal, all protective ground covering including plywood and poly will be cleaned with HEPA-equipped vacuums at the end of the job.
- ii. Any visible paint chips remaining on the ground will be HEPA vacuumed up after the work is completed.

**3. Waste Disposal (if less than 10 yds<sup>3</sup> and with the authorization of the owner, waste may discarded by the owner)**

- i. The Contractor must comply fully with all current Federal EPA and state regulations concerning the handling, hauling and disposal of all waste generated during this project.
- ii. The Contractor shall submit samples of representative wastes for Toxicity Characteristic Leaching Procedures (TCLP Method 1311) to determine classification. Based on these results, the Contractor will be required to dispose of the lead-based paint material accordingly.
- iii. Place all solid waste and debris in 55 gal drums.
- iv. Wrap large pieces of debris that won't fit in bags with two (2) layers six (6) mil polyethylene sheeting, seal and wipe exterior surfaces.
- v. The results of TCLP testing shall be submitted to Town of Torrington representatives before the removal of waste from the site.

**4. Handling Hazardous Waste**

- i. The Contractor must obtain an EPA Identification number if the waste is deemed to be hazardous.
- ii. The Contractor must follow requirements for type of waste containers used and labeling of waste for transport to disposal site.
- iii. The Contractor must use a licensed hazardous waste transporter to haul waste to a hazardous waste facility.
- iv. The Contractor must follow all record-keeping, chain of custody and reporting requirements including:
  - v. Copy of the hazardous waste manifest
  - vi. Keep records and make reports to EPA as required under The Resource Conservation and Recovery Act (RCRA)
  - vii. The Contractor shall provide the Owner and the Town of Torrington with copies of all manifests; dump slips, testing results, etc., within five (5) days of their receipt of such paperwork.
- viii. Final payment shall not be made to the Contractor until copies of any testing results and manifests are received by the Town of Torrington and the Owner.
- ix. The preparation transportation and disposal of waste material containing lead shall conform to all appropriate EPA and State regulations. This includes the RCRA, and the State of Connecticut Department of Environmental Protection hazardous waste regulations.

## 5. Interior- 70 Amherst Street, Torrington CT

*All windows and doors are addressed on exterior – Clearances will be required in the interior areas where work is performed*

**\*\*\*\*No Interior Lead Work to be done**

### 6. Interior Cleanup

- i. All surfaces including floors, walls, headers, casing and baseboards shall be cleaned with HEPA-equipped vacuums.
- ii. Wash all surfaces with a solution of TSP or a lead-specific detergent. Change solution at least once per room area.
- iii. Rinse all surfaces with clean water changing water frequently.
- iv. Repeat Step A.
- v. Carefully fold the upper layer of polyethylene sheeting onto itself then bundle and bag in proper containers (extra care must be taken to insure that when tape is pulled away from walls or baseboards no damage occurs to the underlying surfaces.)
- vi. Repeat steps A through D.
- vii. Upon approval of the lead risk assessor/inspector, the bottom layer of plastic may be left down until all fixtures are reinstalled and painting is completed. This provision is subject to a wipe test being passed, using standard clearance procedures. Final cleanup will then consist of re-cleaning the single layer of plastic in accordance with B through E followed by the same procedure after the plastic is removed. This process is to be done by the lead hazard reduction contractor.
- viii. Carpets are to be cleaned by HEPA vacuum, using not less than three passes at a rate of one (1) square yard per minute. The contractor or supervisor must report any breach of containment during the work that exposed the carpet.

## WINDOWS

*GENERAL: This specification includes all labor, materials, taxes, and permits required to perform the work described below. All work must conform to applicable building codes. Coordinate with the work of all other trades specified elsewhere.*

### A. VINYL REPLACEMENT WINDOWS

1. Provide and install replacement windows in existing openings, including the picture window and two flankers in the living room, one awning window in each of the two bedrooms (left house wall), and all basement windows.
2. Replacement windows shall match existing configuration as to size and function, with white solid vinyl frames, equal to Mercury Excelum - Advantage 6 Series, Harvey Classic series, or Ellison 1300 series. Windows shall have welded frames and sashes with low-e glass and Energy Star Rating. Windows are to be equipped with a 5/8" double-pane insulating glass, tilt-in sashes, cam and sash locks and half height insect screens. Remove and store or dispose of storm windows as directed by Owner.
3. Remove and save window stops. Any stops broken during removal will be replaced at no additional cost matching existing. Remove and dispose of upper and lower sash, balances, weights, cords, etc., where necessary. Repair all damaged sills and trim; prepare as to be wrapped with aluminum coil stock. Back caulk exterior stops prior to installing new replacement window. Install spun fiberglass insulation within window header and under sill prior to installing window. Insulate between wooden window jambs and vinyl replacement window using spun fiberglass insulation.
4. Contractor is to reframe one opening and install a new replacement window at the rear wall of the rear bedroom, to meet egress code. Match the existing window configuration of the front bedroom existing double hung window. Contractor is responsible to adjust interior and exterior finishes as to match original.
5. Install replacement window, shim level and square as necessary and fasten with Type W-Bugle head screws provided by manufacturer.
6. Re-install stops and fasten with appropriately sized finish nails. Set heads below surface and fill with wood filler. Caulk around remaining window stops and along sill using Phenoseal silicone caulk or approved equal. Cover exterior blind stops, sills and casings with pre-finished aluminum coil stock on newly installed windows, exterior stops to be wrapped on all existing windows as listed in the enclosed lead report. Fasten coil stock with pre-finished aluminum nails.

**B. BASEMENT WINDOWS**

1. Provide and install hopper type replacement windows in existing openings throughout the basement.
2. Replacement windows shall have white solid vinyl frames, equal to Certainteed, Atrium, Mercury Excelum or Harvey.
3. Windows are to be equipped with double-pane insulating glass.
4. Install windows to manufacturer's specs.
5. Cover exterior blind stops, sills and casings with pre-finished aluminum coil stock, if applicable. Fasten coil stock with pre-finished aluminum nails.

Cost: \$ \_\_\_\_\_

## DOORS

*GENERAL: This specification includes all labor, materials, taxes, and permits required to perform the work described below. All work must conform to applicable building codes. Coordinate with the work of all other trades specified elsewhere.*

### A. ENTRY DOOR

1. Remove and dispose of the front entry door, as to prep for installation of new pre hung door.
2. Provide and install new pre - hung thermally broken steel insulated doors, such as Jeld-Wen Model 773756, ReliaBilt Model RB15W30LBM, or approved equal. Match existing door dimensions and swing. New unit to be installed square, level, and plumb in rough opening,
3. Provide and install entry locks and single cylinder dead bolts, equal to Schlage Bell or Plymouth model, in each door. Locks shall be keyed alike. Provide owner with two keys for each lock.
4. Insulate between door jambs and rough opening with spun fiberglass prior to trimming interior of door.
5. Paint all surfaces of newly installed door to manufacturer's specs. Owner to choose colors.
6. Trim out interior of doors with casing to match existing style and finish.

### B. STORM DOOR

1. Remove and dispose of the front entry storm doors.
2. Provide and install storm door such as Gerkin Model 902, as manufactured by Gerkin Doors & Windows, Sioux City, IA, 1-800-475-5061 with Dakota painted pull handle Color - White or Tuff Core Series Model 133, as manufactured by Mercury Excellum Inc., 215 South Main Street, East Windsor, CT 06086 1-860-292-1800. Color - White
3. Door shall be installed plumb and square so as to fit tightly, operate freely and latch. Door shall be measured to fit existing openings. Swing to match existing.
4. New door shall be equipped with external expander with soffit vinyl sweep at bottom. All hardware such as push button latch, pneumatic door closer and hurricane chain are required. Glazings to be in accordance with State and Local regulations.

Cost: \$ \_\_\_\_\_

## CARPENTRY

*GENERAL: This specification includes all labor, materials, taxes and permits required to perform the carpentry work described below. All work must conform to applicable building codes. Coordinate with the work of other trades specified elsewhere.*

### A. RAILINGS

1. Provide and install new wrought iron railings on both sides of the front entry cement landing and stairs, and left side of rear entry cement landing and stairs, to code specs.
2. Core drill new rails into existing stairs, and cement into place.
3. Balusters and rail components to be standard square stock style. Rails must be code compliant.



## ELECTRICAL

*GENERAL: This specification includes all labor, materials, taxes and permits required to perform the electrical work described below. All work must be performed in compliance with all National, State and Local Electrical Codes.*

### A. WASHER & DRYER OUTLETS

1. Provide and install a duplex outlet and a 220 dryer outlet in the hall closet to accommodate a stack washer and dryer. Owner intends to install Maytag models: Washer - MAH2400AW and Dryer – MAH2400AY.

## PLUMBING

GENERAL: This specification includes all labor, materials, taxes and permits required to perform the work described below. All work must conform to applicable building codes. Coordinate with the work of all other trades specified elsewhere.

### A. WASHER PIPING

1. Provide and install all necessary supply and waste piping to service a stack washer in the hall closet. Include wall box and shut off valve. All piping is to be code compliant.

### B. DRYER VENTS

1. Provide and install a dryer vent from the stack unit in the hall closet. to outside at rear house rim joist Provide and install louvered vent at outside house wall. Vent piping to be code compliant.
2. Re-rout existing dryer vent shortest distance to outside through rim joist. Provide and install louvered vent at outside house wall. Vent piping to be code compliant.

## PAINTING

*GENERAL: This specification includes all labor, material, insurance, taxes, permits and fees required to perform the work described below. Coordinate with the work of other trades specified elsewhere. The Contractor shall adhere strictly to the provisions of the ALead-Based Paint Poisoning Prevention Act. Specifically, the Contractor will not utilize lead-based paint as a finish or undercoat or any other use in or out of residential dwellings and shall comply with all provisions of Public Law 91-695 (42 U.S.C. 4831) ALead Based Paint Poisoning Act.*

### **A. GENERAL PAINTING REQUIREMENTS**

1. All painting is to be performed in two (2) coats, allowing 24 hours between coats.
2. All painting must be performed in accordance with manufacturer's instructions..
3. Any priming required on new or existing surfaces shall be performed whether specified or not.
4. Contractor shall use Benjamin Moore, California Paint or Sherwin Williams paint or approved equal.
5. Colors to be selected by Owner from manufacturer's standard color chart.
6. On all surfaces to be painted, any necessary sanding, scraping, cleaning, priming, puttying or other surface preparation is required.
7. No exterior priming, painting, or puttying shall commence until the outside air temperature has exceeded 50 deg. F for at least 24 hours before the outside temperature falls below 50 deg. F.
8. All items not requiring painting are to be completely protected from over-spray, drips, or any other damage during the course of this work.
9. Upon completion, all work must be free from runs, drips, sags, variations in color or gloss or any other defect.
10. Areas to be painted: Any newly installed components that require painting as it relates to this spec. Any lead hazard as listed in the enclosed lead report.

Cost: \$ \_\_\_\_\_

Mildred Wilson  
70 Amherst Street  
Torrington CT 06790  
Project # 143-262

**COST SUMMARY**

WINDOWS	\$	_____
DOORS	\$	_____
CARPENTRY	\$	_____
ELECTRICAL	\$	_____
PLUMBING	\$	_____
PAINTING (INCLUDING LEAD PAINT)	\$	_____
<b>TOTAL</b>	\$	_____

PROPERTY OWNER VERIFICATION

I, the undersigned Owner(s) acknowledge that I have fully read and understand the attached project specifications. I understand this to be the scope of work and the extent of the renovations to be performed at the property location shown below.

*70 Amherst Street*  
*Torrington CT 06790*  
Project #: 143-262

I understand that any revisions to these specifications changing the scope of work can be made only for unforeseen circumstances. This is for my protection and for providing a clear understanding to the contractor who will provide a quote for the proposed work.

DATE: \_\_\_\_\_ OWNER: \_\_\_\_\_  
Mildred Wislon

I, the undersigned Contractor agree to provide all labor, material, permits, taxes, insurance, equipment and related fees, necessary to complete the work as specified above for the property located at:

70 Amherst Street  
Torrington CT 06790  
Project #: 143-262

All work will be performed in accordance to applicable Building and Fire Code(s).

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

FEIN or SSAN#: \_\_\_\_\_ Contractor License # \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

Total Bid Amount: \$ \_\_\_\_\_

Amount Written: \_\_\_\_\_

(This information must be submitted in order to have your bid considered responsive)

\*\*\*\*\*

**Small, Minority, Women-Owned Business Concern Representation**

The bidder represents and certifies as part of its bid/ offer, that it –

(a)  Is,  Is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b)  Is,  Is not a women-owned business. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  Is,  Is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Black Americans        | <input type="checkbox"/> Asian Pacific Americans | <input type="checkbox"/> Hispanic Americans       |
| <input type="checkbox"/> Asian Indian Americans | <input type="checkbox"/> Native Americans        | <input type="checkbox"/> Hasidic Jewish Americans |