



City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Request for Qualifications / Proposals *Specifications and Proposal Documents Attached*

Proposal No.: 2022-03

Opening Date and Time: August 31, 2021 @ 2:00 P.M.

Title: City Hall Painting

Special Instructions:

*There will be a mandatory Walk-thru for this project. Dates of the walk -thru's are August 17 and 18 at 10 A.M. You must email Joshua Montague at jmontague@newlondonct.org by August 16 at 4 P.M. for your walk-thru date. Failure to walk-thru invalidates your bid.

*Questions are due no later than August 25, 2021 at 4 P.M.

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

Sealed Proposal No.: 2022-03: City Hall Painting

Not to be opened until: August 31, 2021 at 2:00 P.M.

Return Proposal to:

Joshua Montague, Accounting/Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Proposal cannot be accepted after the Proposal Opening Date and Time indicated above.



City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Proposal No.: 2022-03
City Hall Painting

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

Date Issued: August 9, 2021

_____/_____/_____

Date documents received: Yes _____ No _____

Do you plan to submit a response?

Print or type the following information: _____

Company Name: _____

Address: _____

_____ Fax: _____

Telephone: _____

E-mail: _____

Received by:

Note: Faxed or e-mailed acknowledgments are requested.
Fax No.: (860)447-5297
E-mail: jmontague@newlondonct.org

Fax this sheet only. A cover sheet is not required.



City of New London

Department of Finance-Purchasing Agent

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions

All Requests for Qualifications / Proposals issued by the City of New London (City) will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Qualifications / Proposals.

Incorporated by reference into this contract are the provisions of Article IV., Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

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

Submission of Proposals

1. Qualifications / Proposals must be submitted on forms supplied by the City of New London or in the format requested in the specifications. Telephone, facsimile or e-mail proposals will not be accepted in response to a Request for Qualifications / Proposals. An original and one (1) copy, unless otherwise indicated in the specifications, of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time proposals are to be opened are given in each Request for Qualifications / Proposals issued. Proposals received after the specified date and time of the proposal opening given in each Request for Qualifications / Proposals will not be considered. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the proposal opening. The name and address of the proposer should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to qualifications / proposals received by the Purchasing Agent after the date and time specified for the proposal opening shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. A person duly authorized to sign proposals for the proposer shall sign all proposals. Unsigned proposals shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Qualifications / Proposals.
5. Alternate proposals will not be considered. An alternate Proposal is defined as one that is submitted in addition to the proposer's primary response to the Request for Qualifications / Proposals.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Request for Qualifications / Proposals and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposal prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

9. By its submission the Proposer represents that the proposal is not made in connection with any other Proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
10. All proposals will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are “doing business as”; Individual – must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Bid Bond – Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars (\$20,000.00)

Performance Bond – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Labor and Material Payment Bonds – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Award

12. Award of this contract will be made to the lowest responsible, qualified proposer and will be based on net cost and City specifications. The City of New London reserves the right to reject any and all bids or parts thereof, to waive any informality and to award this contract to other than the low proposer and to make multiple awards if deemed in the best interest of the City.
13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible proposer if it's proposal is within fifteen percent (15%) of the low proposer and it is willing to accept the award at the low proposal price. Any proposer claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Contract

18. The existence of a contract shall be determined in accordance with the requirements set forth above.
19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
22. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Products or Completed Operations - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars (\$2,000,000.00) each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) – One million dollars (\$1,000,000.00) combined single limit for each accident.

Workers' Compensation Coverage - Will be in accordance with State of Connecticut requirements at the time of Proposal.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

The CITY requires that these aggregate limits be maintained by the CONSULTANT as required. It is the responsibility of the CONSULTANT or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

All insurance policies shall be endorsed to the City of New London, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of New London as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. The Additional Insured Endorsement shall be written on ISO Form 2010 and 2037 or its equivalent and shall include coverage for Products/Completed Operations after the work is complete.

23. Notwithstanding any provision or language in this contract to the contrary, the Mayor may, without cause, terminate this contract for the City's convenience upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Mayor, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

Saving Clause

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

Advertising

29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

CITY OF NEW LONDON, CT
REQUEST FOR PROPOSALS/ QUALIFICATIONS
FOR PAINTING

Request for Proposal

The City of New London is under a comprehensive restoration of City Hall and is soliciting proposals (Request for Proposal/ Qualifications) from qualified painting contractors to prep and paint plaster walls and ceilings, and woodwork, in City Hall. Only professional painters with proven experience with historic restoration shall be considered.

Description of City Hall

Originally constructed in 1856 in the Italianate style, the New London City Hall once sat amidst rows of residential buildings, but was remodeled in the classical Beaux-Arts exterior in 1912 by New London architect James Sweeney to have a more appealing presence amongst the flourishing commercial district of the early 20th century. The remodel became more of an addition to double the original size. This building has a high rusticated basement with a shallow, two story portico of four columns with Corinthian capitals rising above. The roof is surmounted by balustrade with a matching balustrade following the sidewalk along Union Street.

Scope

Plaster repair work by others will be complete before painting starts except for some ceilings that will need to be stripped by a painting contractor to facilitate certain plaster repairs. Work will be coordinated by city project manager with cooperation from plaster and painting contractors.

Supply all material and labor to properly prep and prime walls, ceilings, and woodwork, and finish paint.

Prime plaster with quality Bins, pigmented shellac or equivalent primer before finish paint as required. Missing and defective woodwork shall be replaced by others prior to painting. Certain woodwork shall be scrapped and prepped for restoring stained appearance but majority of woodwork shall be painted. Specific areas shall be identified on a plan available at the site inspection.

All existing surfaces shall be prepared for painting by removing all cracked or peeling paint, loose chalky paint, dirt and other foreign matter by wet scraping, sanding or other approved means immediately prior to painting. Certain ceilings may require striping to attain acceptable and sustainable results. All surfaces shall be wiped or brushed to remove any dust or chalky residue resulting from cleaning operations. All surfaces shall be thoroughly dry before paint is applied. Any damaged surfaces shall be replaced in a manner that the replacement is not evident after the painting is complete.

The Council Chambers, Ante Room and third floor lobby is complete. The rest of city hall will be restored and painted but for the purposes of this proposal contractors shall limit their bid to either one or both alternates in this request. Please break out the bid for the separate phases in Alternate two.

Alternate one: Front foyer, stairwells, first floor lobby and second floor lobby, mailroom, and second floor breakroom.

Alternate two is broken out into three phases, one for each floor: (a) First floor office space includes five offices. (b) Second floor includes nine offices. (c) Third floor includes six offices.

The plaster base coat contains asbestos and some stabilizing and proper priming of select damaged and unstable wall surfaces shall be performed by a city contracted licensed asbestos abatement contractor prior to complete plaster repair and painting due to the existence of some asbestos used in the original rough coat of plaster. Lead based paint has been identified on some walls and ceilings. A partial hazardous building survey was completed for City Hall in 2010. The results are included in the attached "Report of Asbestos Inspection and Screening for Lead Based Paint". The contractor shall be responsible for confirming current conditions and properly addressing any asbestos and lead paint hazards in order to contain any debris and to promote safe

handling for worker protection. **Note:** this is not a lead abatement project, but it is necessary to follow EPA standards for lead safe work practices and OSHA regulations for worker safety.

Proposal, Fee and Hourly Rates

For each Alternate, please provide a fee for the complete project, and breakout each phase of Alternate Two. Your proposal should include a statement of qualifications and experience with projects of this type.

Describe methods and materials, and provide a proposed schedule and timeline for completion of this project. List at least three references from similar projects with contact information.

Include an hourly rate for additional work and unit pricing for any applicable work.

Include clean up and removal of all debris.

City Hall will be open but ongoing construction shall be cordoned off to allow safe protected access to staff and public while maintaining safe, efficient productive workspace for necessary completion of project.

The City of New London is exempt from Connecticut Sales and Use Taxes and Federal Excise Taxes.

Contractors shall avail themselves of these exemptions. Documentation will be made available by the city.

Proposal Process

Site inspections by appointment only on August 17 and 18 at 10 A.M. Email Joshua Montague jmontague@newlondonct.org for appointment date. Please, only two representatives per company at site inspection, unless company will make a proposal for plaster and painting.

Questions will be due no later than August 25, 2021 at 4 P.M.

The completed proposal must be received no later than 2:20 p.m. on August 31, 2021 by the Purchasing Agent, Joshua Montague, 13 Masonic St., City of New London.

This project should begin upon notice to proceed and be completed in a timely manner.

If awarded contract proof of insurance and bonding shall be required.

Evaluation and Award Process

The city shall reserve the right to hire one contractor for Alternate One and Two, or hire a different contractor for each alternate in order to expedite the competition of the repairs and finishes. Please include breakout pricing for each phase of Alternate Two.

The City will conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best represents the vision and quality this project demands. Successful proposals will be based on a combination of relevant experience, description of materials and methods to be utilized, timing and schedule, and price. The city encourages New London based contractors to participate in this solicitation.

Proposals shall be organized in the following order and will be graded as such:

- *Project Approach (15 points)*
- *Response to Bidder's Qualifications (5 points)*
- *Cost (25 points)*
- *Experience (30 points)*
- *Availability (25 points)*

Warranty

Contractors shall warranty all work performed under this contract award for a period of one (1) year from service. If during that one (1) year period of warranty, any part installed under the contract fails or does not function properly due to any fault in material or workmanship, the contractor shall, under notice from the Agency representative, promptly proceed to repair or replace the faulty item without the Agency incurring any additional expense. If the Contractor fails to repair or replace the faulty item within a reasonable time after notice, the Agency may hire another vendor to repair or replace the faulty item and charge the cost to the Contractor.

The City of New London reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period, or to cancel in part or in its entirety the request for proposal, if it is in the best interests of The City to do so.

To request scope, and for information or questions regarding this RFP/Q contact:

Joshua Montague
Accounting/Purchasing Agent
New London, CT 06320
(860) 447-5215

jmontague@newlondonct.org

The City of New London does not discriminate on the basis of race, color, national origin, sex, age, religion, or disability, and adheres to federal regulations with regard to affirmative action, fair housing, and equal employment opportunities.



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

**Minimum Rates and Classifications for
Building Construction**

ID#: 21-25309

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: New London

Project Town: New London

State#: New London

FAP#: New London

Project: Renovation Upgrades to City Hall (New London)

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	43.72	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	36.18	34.59 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.5	23.25
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.75	23.25
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.0	23.25

4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	32.5	23.25
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.25	23.25
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.5	23.25
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.5	23.25
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.78	23.25
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.24	23.25
4i) Group 10: Traffic Control Signalman	18.0	23.25
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	35.57	25.65
5a) Millwrights	35.64	26.49
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	39.6	31.21+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	56.96	35.825+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	39.98	22.90 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	38.17	38.02 + a
-----OPERATORS-----		

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	43.88	25.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	43.53	25.80 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	42.72	25.80 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	42.3	25.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	41.65	25.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	41.65	25.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	41.31	25.80 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	40.94	25.80 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	40.51	25.80 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	40.04	25.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	37.81	25.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	37.81	25.80 + a
Group 12: Wellpoint operator.	37.74	25.80 + a
Group 13: Compressor battery operator.	37.11	25.80 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	35.87	25.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	35.43	25.80 + a
Group 16: Maintenance Engineer/Oiler.	34.72	25.80 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	39.42	25.80 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	36.77	25.80 + a
10a) Brush and Roller	36.42	22.90
10b) Taping Only/Drywall Finishing	37.17	22.90
10c) Paperhanger and Red Label	36.92	22.90
10e) Blast and Spray	39.42	22.90
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	45.83	33.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	38.5	21.50
14) Roofer (slate & tile)	39.0	21.50
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	40.08	41.26
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	45.83	33.50
-----TRUCK DRIVERS-----		
17a) 2 Axle	30.16	27.16 + a
17b) 3 Axle, 2 Axle Ready Mix	30.27	27.16 + a

17c) 3 Axle Ready Mix	30.33	27.16 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.39	27.16 + a
17e) 4 Axle Ready Mix	30.44	27.16 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.66	27.16 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.44	27.16 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	26.60 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)**
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson**

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

Important Information:

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate.

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; holsting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with boom including jib, 150 feet - \$1.50 extra.

Crane with boom including jib, 200 feet - \$2.50 extra.

Crane with boom including jib, 250 feet - \$5.00 extra.

Crane with boom including jib, 300 feet - \$7.00 extra.

Crane with boom including jib, 400 feet - \$10.00 extra.

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

- Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of one apprentice in a specific trade.

Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: www.ctdol.state.ct.us.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).


Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

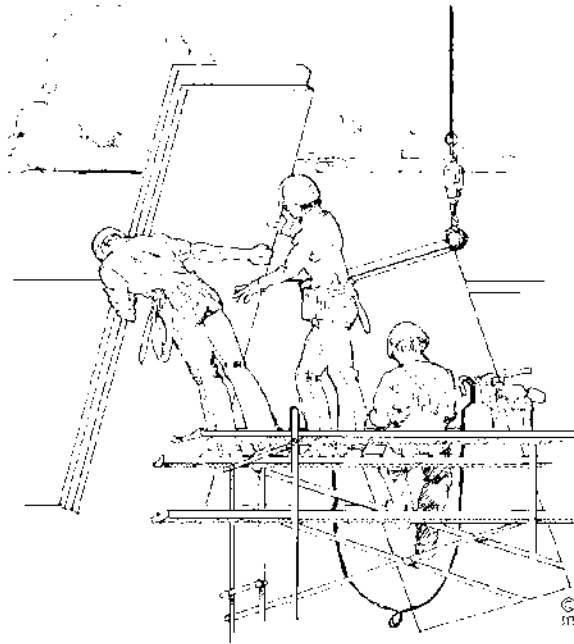
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Information Bulletin *Occupational Classifications*

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

 (Signature) (Title) Submitted on (Date)

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____, being first duly sworn,
deposes and say that:

- (1) He is _____ of _____ herein referred to as the "Bidder" that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____
Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss.

_____, being first duly sworn,
deposes and says that:

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

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

Statement of Bidder's Qualifications

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

1. Name of Bidder _____
2. Bidder's Tax Identification No. _____
3. Permanent main office address _____

4. When organized _____
5. If corporation, where incorporated _____
6. Number of years have you been engaged in the contracting business under your present firm or trade name _____
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? If so, where and why? _____

10. Have you ever defaulted on a contract? If so, where and why? _____

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) _____

12. List your major equipment available for this Contract _____

13. List your experience in work similar to this project _____

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

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

16. Credit available \$ _____

17. Give Bank reference _____

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

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

Dated _____ (Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

_____ being duly sworn deposes and says that (s)he is _____
_____ of _____

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

Subscribed and sworn to before me this

_____ day of _____ 20

(Notary Public)

My Commission expires _____

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No () If answer is yes, identify the most recent contract.
2. Compliance reports were required to be filed in connection with such contract or subcontract
Yes () No () If answer is yes, identify the most recent contract.
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
Yes () No () Not Required ()
4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

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

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

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

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

Date: _____

By: _____

Official Address: _____

Title: _____

**AFFIRMATIVE ACTION POLICY STATEMENT
(must be submitted on your firm's letterhead)**

It has always been the policy and will continue to be the strong commitment of _____ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. _____, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition. of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

DATE

Signature of Authorized Signer

SAMPLE

CONTRACT FORMS

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this **XX** day of **Month, 2021**, by and between (**Legal Name, address, city & state**), hereinafter called "**Contractor**" and the City of New London, 181 State Street, New London, CT 06320, hereinafter called "**City**."

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

1. The Contractor agrees to perform the services described below or in attachments if applicable. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.
2. **Term of the Contract:** The start date for this Contract shall be **Month/Day, 2021** and the completion date of this Contract shall be **Month/Day, 2021**, time being of the essence.
3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of (**written amount**) (**\$dollar amount**).

Based upon Applications for Payment submitted by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The City shall make payment to the Contractor within 30 days after the City receives the Application for Payment. With each Application for Payment, the Contractor shall submit the most recent schedule of values, which allocates the Contract Price among the various portions of the Work. The Applications for Payments shall indicate the percentage of completion of each portion of the Work. Such Applications may include requests for payment on account of changes in the Work, but not yet included in Change Orders. Partial payment shall be due Contractor in the amount of 95.0% of the work in place.

Final payment, constituting the entire unpaid balance of the Contract Price, including Change Orders, shall be made by the City to the Contractor no later than 30 days after the Contractor has fully performed the Contract and has provided to the Owner a final Application for Payment.

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

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

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

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

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether

or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

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

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

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

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

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

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

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

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

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

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

Because (i) anticipated damages hereunder are uncertain in amount and difficult to prove, (ii) the parties hereto wish to liquidate said damages in advance, and (iii) monies paid pursuant to this Agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default, it is further agreed that if Contractor shall not complete all of its obligations under this contract within the time period and by the completion date specified in Paragraph 2 herein, Contractor shall pay liquidated damages to the City at a rate of \$800 per day for every day beyond the completion date until such time as the Contractor finally completes all of its obligations under this Contract.

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

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

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

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

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

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

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

- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

Any of the above coverages written on a claims made form have an Extended Reporting Period of three years from the termination of the contract.

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

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

The CITY requires that the aggregate limits be maintained by the CONSULTANT as required. It is the responsibility of the CONSULTANT or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

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

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

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

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

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

11. Obligations in Event of Termination:

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

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

12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly

substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

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

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

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

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

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

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

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

A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section

32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, “Commission” means the Commission on Human Rights and Opportunities.

For the purposes of this section, “public works contract” means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance, or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative

of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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

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

D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

F. This contract is subject to the provisions of the City of New London Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

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

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

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

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

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

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

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

OWNER:

CONTRACTOR:

Michael Passero
Its Mayor

Its Duly Authorized Agent

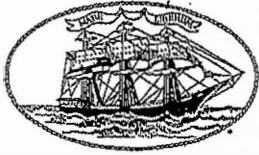
Approved as to form:

Jeffrey T. Londregan, Esq., Director of Law

Date Signed _____

Attachment 1

Partial Hazardous Building Survey



CITY OF NEW LONDON
CONNECTICUT

OFFICE OF DEVELOPMENT & PLANNING
Community Development Division

2022-03 City Hall Painting

181 State St.
New London, CT 06320
Tel (860) 437-6346
Fax (860) 437-4467

November 29, 2016

A partial hazardous building survey was completed for City hall in 2010. The results are included in the attached "Report of Asbestos Inspection and Screening for Lead Based Paint"

Defective Lead Paint in City Hall was stabilized in 2013. Finishes to plaster surfaces and details were not completed due to the pending historic restoration of City Hall.

The Contractor shall be responsible for confirming current conditions and properly addressing any asbestos and lead paint hazards during the restoration of City Hall following current EPA standards for lead safe work practices, and OSHA regulations for worker safety. Finished surfaces are expected to match the existing detail on adjacent surfaces.

Tom Bombria
Community Development Coordinator
Office of Development and Planning
City of New London
181 State St.
New London, CT 06320
(860)437-6346
tbombria@ci.new-london.ct.us



Equal Employment Opportunity/Affirmative Action Employer

Report of Asbestos Inspection and Screening for Lead-Based Paint

June 21, 2010
City Hall Building
181 State Street
New London, Connecticut

City of New London
New London, Connecticut

July 8, 2010



FUSS & O'NEILL
Disciplines to Deliver

Fuss & O'Neill EnviroScience, LLC
146 Hartford Road
Manchester, CT 06040



FUSS & O'NEILL
EnviroScience, LLC

Disciplines to Deliver

July 8, 2010

Mr. Keith H. Chapman
Advisor to the City Manager
City of New London
111 Union Street
New London, CT 06320

**RE: Report of Asbestos Inspection and Screening for Lead-Based Paint
City Hall Building, 181 State Street, New London, Connecticut
Fuss & O'Neill EnviroScience Project No. 20100650.A1E**

Dear Mr. Chapman:

Enclosed is the report for the asbestos inspection and screening for lead-based paint performed at the City Hall Building at 181 State Street in New London, Connecticut.

The survey was performed on June 21, 2010 by a Fuss & O'Neill EnviroScience, LLC licensed inspector and included an asbestos inspection and a screening for lead-based paint.

The information summarized in this document is for the above-mentioned materials only. It does not include information on other hazardous materials that may exist in the property (such as underground storage tanks, PCB-containing ballasts and possible mercury hazards).

If you have any questions regarding the contents of this report, please do not hesitate to contact me at (860) 646-2469, extension 5552. Thank you for this opportunity to have served your environmental needs.

Sincerely,

James L. Scott, CIH
Project Manager

146 Hartford Road
Manchester, CT
06040

t (860) 646-2469
f (860) 533-5143

www.FandO.com

Connecticut
Massachusetts
New York
Rhode Island
South Carolina

JLS:adw

Enclosure



FUSS & O'NEILL
EnviroScience, LLC

Table of Contents

Asbestos Inspection and Screen for Lead-Based Paint City of New London

1	Introduction.....	1
2	Asbestos Inspection.....	1
	2.1 Results	2
	2.2 Discussion	3
	2.3 Conclusion.....	4
3	Lead-Based Paint Screening	4
	3.1 Results	4
	3.2 Conclusion.....	6

Appendices

End of Report

- APPENDIX A - ASBESTOS SAMPLE RESULTS AND CHAIN OF CUSTODY
- APPENDIX B - LEAD PAINT TESTING PROCEDURES AND EQUIPMENT
- APPENDIX C - LEAD TESTING FIELD DATA SHEETS



1 Introduction

The City of New London retained Fuss, & O'Neill EnviroScience, LLC (EnviroScience) for an asbestos inspection and a screening for lead-based paint of the City Hall building, 181 State Street, New London, Connecticut. EnviroScience performed the inspection and screening on June 21, 2010.

This inspection was performed to gather information for an asbestos and lead based paint management plan to be prepared for the building and consisted of a survey for asbestos-containing materials (ACM) and a screening of painted surfaces for lead.

The roof was not included in the asbestos inspection or the screening for lead based paint.

The inspection was completed in accordance with EnviroScience's written proposal dated June 1, 2010.

2 Asbestos Inspection

Environmental Analyst II Paul Bateman, a State of Connecticut licensed asbestos inspector and lead inspector, performed the asbestos inspection.

Suspect ACM is separated into three United States Environmental Protection Agency (USEPA) categories. These categories are: Thermal System Insulation (TSI), Surfacing ACM, and Miscellaneous ACM. TSI includes all materials used to prevent heat loss or gain or water condensation on mechanical systems. Examples of TSI are pipe insulation, boiler insulation, duct insulation, and mudded insulation on pipe fittings. Surfacing ACM includes all ACM that is sprayed, troweled, or otherwise applied to an existing surface. Surfacing ACM is commonly used for fireproofing, decorative, and acoustical applications. Miscellaneous materials include all ACM not listed as TSI or surfacing ACM, such as linoleum, vinyl asbestos flooring, and ceiling tiles.

The asbestos inspection and sampling was limited to visible and accessible suspect asbestos containing materials. Interior wall and ceiling cavities were not opened. Suspect asbestos containing pipe and mudded insulation and wall insulation may be located in these areas.

Materials that were sampled were analyzed under Polarized Light Microscopy (PLM) at EMSL Analytical, Cinnaminson, New Jersey.

Identified ACM is quantified in linear and square footage, depending on the nature of the material. The asbestos content, quantities, and locations of ACM identified by bulk sample analysis are listed in Table 1 of the Results Section.



FUSS & O'NEILL
EnviroScience, LLC

2.1 Results

Utilizing the USEPA protocol and criteria, the following materials were determined to be ACM:

TABLE 1

LOCATION	MATERIAL TYPE	% ASBESTOS	QUANTITY	SAMPLE ID	QUANTITY DAMAGED
All levels, stairwells, offices, restrooms	Wall plaster-rough coat	1.25% chrysotile	30,000 SF	6 21 PB04A	2 nd floor office 11-1SF is damaged, 2 nd floor ladies room-10 SF is damaged
All levels, stairwells, offices, restrooms	Ceiling plaster-rough coat	1.25% chrysotile	9,000 SF	6 21 PB 6B	1 st floor ladies room-10 SF is damaged
Voters office, Probate office, Assessor's office, City Manager's office, Payroll Coordinator	9" x 9" green floor tiles	2.25% chrysotile	5,000 SF	6 21 PB 8A	Most covered with carpeting
2 nd Floor Assessor's Office	9" x 9" tan floor tiles	10% chrysotile	600 SF	6 21 PB 13A	Most covered with carpeting
Tax Collector's office	9" x 9" red floor tiles	5% chrysotile	600 SF	6 21 PB 15A	Most covered with carpeting
Store room, Rom 13, 3 rd Floor, Personnel	9" x 9" gray floor tiles	8% chrysotile	200 SF	6 21 PB 20A	Most covered with carpeting
City Council Chamber	9" x 9" brown floor tiles	5% chrysotile	1,000 SF	6 21 PB 25A	5 SF damaged
Attic	Pipe insulation	50% chrysotile	200 LF	6 21 PB 30A	10 LF damaged
Attic	Mudded insulation on pipe elbows	65% chrysotile	30 EA	6 21 PB 31A	5 EA damaged
Exterior	Door caulking compound	5% chrysotile	3 EA	6 21 PB 01A	Fair condition

LF = Linear feet; SF = Square feet

Utilizing the USEPA protocol and criteria, the following materials were determined to be non-ACM:

TABLE 2

MATERIAL TYPE	LOCATION	SAMPLE ID
Exterior window caulking compound	Exterior windows	6 21 PB 2A-C
Wall plaster-skim coat	Offices, hallways, stairwells, restrooms	6 21 PB 3A-G



FUSS & O'NEILL
EnviroScience, LLC

MATERIAL TYPE	LOCATION	SAMPLE ID
Ceiling plaster-skim coat	Offices, hallways, stairwells, restrooms	6 21 PB 5A-C
Carpet glue	All offices	6 21 PB 7A-C
Mastic associated with 9" x 9" green floor tiles	Voters' office, Assessor's office, Probate office	6 21 PB 9A-C
Glue associated with 1" x 1" ceramic floor tile	2 nd floor vault	6 21 PB 10A-C
12" x 12" blue floor tiles	2 nd floor break room, Judge of Probate Office	6 21 PB 11A-C
Mastic associated with 12" x 12" blue floor tiles	2 nd floor break room, Judge of Probate Office	6 21 PB 12A-C
Paper/mastic with 9" x 9" tan floor tiles	Assessor's office	6 21 PB 14A-C
Paper/mastic with 9" x 9" red floor tiles	Tax Collector's office	6 21 PB 16A-C
Sheetrock/joint compound	Tax Collector's office and Judge of Probate	6 21 PB 17A-C
Joint compound	Tax Collector's office and Judge of Probate	6 21 PB 18A & B
4" Black cove base glue	1 st floor hall	6 21 PB 19A-C
Mastic associated with 9" x 9" gray floor tiles	Store room, Room 13-3 rd Floor Personnel Office	6 21 PB 21A-C
Countertop material	Clerk's vault	6 21 PB 22A
Stair tread glue	Rear stairwell	6 21 PB 23A-C
Glue with cork flooring	City Council Chambers	6 21 PB 24A-C
Mastic associated with 9" x 9" brown floor tile	City Council Chambers	6 21 PB 26A-C
Glue with 4" ceramic wall tiles	3 rd floor men's room	6 21 PB 27A-C
2' x 4' ceiling tiles	3 rd floor personnel office	6 21 PB 28A-C
Black pipe wrap	Attic	6 21 PB 29A-C
Chimney flue cement	Boiler room	6 21 PB 32A

2.2 Discussion

The USEPA defines any material that contains more than one percent (1%) asbestos, utilizing PLM, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos. At EnviroScience, materials that are identified as containing less than four percent (<4%) asbestos are analyzed further utilizing the "point-counting" technique to verify asbestos content. This policy is supported by USEPA requirements for "point-counting" confirmation of low level PLM results. The following samples were analyzed by point-counting based on initial PLM results of <4% asbestos:

TABLE 3

MATERIAL	% ASBESTOS	SAMPLE ID	CONFIRMED TO BE ACM?
Wall plaster-rough coat	1.25% chrysotile	6 21 PB 4A	Yes
Ceiling plaster-rough coat	0.50% chrysotile	6 21 PB 6A	No *



FUSS & O'NEILL
EnviroScience, LLC

MATERIAL	% ASBESTOS	SAMPLE ID	CONFIRMED TO BE ACM?
Ceiling plaster-rough coat	1.25% chrysotile	6 21 PB 6B	Yes
9" x 9" green floor tiles	2.25% chrysotile	6 21 PB 8A	Yes

*Where a sample of a suspect ACM indicates the material is ACM, other sample(s) indicating that the material is not ACM are not considered.

2.3 Conclusion

All ACM as identified in Section 2.1 (Table 1) that will be impacted by any renovations or demolition in the building must be removed by a State of Connecticut Licensed Asbestos Abatement Contractor prior to such renovations. This is a requirement of the State of Connecticut Department of Public Health (CT DPH) Standards for Asbestos Abatement.

Any suspect material encountered during any renovations or demolition that is not identified in this report as being non-ACM should be assumed to be ACM unless sample results prove otherwise.

Please see *Appendix A* for the samples results and chain of custody.

3 Lead-Based Paint Screening

The lead paint screening was performed by Environmental Technician Eric Chamero a State of Connecticut licensed lead inspector. A direct reading X-ray fluorescence (XRF) analyzer was used to perform the screening. The screen was conducted in accordance with the protocol outlined in the attached document: Testing Procedures and Equipment (*Appendix B*).

For the purpose of this screen, various interior and exterior components representing the initial painting history of the building and any building-wide repainting by the owners/managers of these building components were tested. The purpose of this screen was to identify trends in the painting history of the building in order to prepare a lead based paint management plan.

The building is a two level brick structure with a concrete basement. The window systems are composed of metal with interior wooden trim. Interior construction is plaster, sheetrock, concrete, wood and metal.

3.1 Results

The screening indicated both consistent and inconsistent painting trends throughout the building. Lead based paint was found on interior walls, ceilings, baseboards and one exterior door system.

The following table lists the components which were found to contain toxic levels of lead in the paint (greater or equal to 1.0 milligrams per square centimeter). Note that "Side A" refers to the wall of the door to a room, that "Side B" refers to the wall to the left of Side A, etc.



FUSS & O'NEILL
EnviroScience, LLC

ITEM	LOCATION	READING (MG/CM ²)	QUANTITY/ CONDITION
Wall A, B, D	1 st floor lobby	>9.9, >9.9, >9.9	Intact
Ceiling	1 st floor lobby	>9.9	Intact
D-Crown molding	1 st floor lobby	>9.9	Intact
D-Radiator	1 st floor lobby	1.8	<1 SF defective
D-Wall molding	1 st floor lobby	>9.9	Intact
A, B, C, D-Walls	1 st floor Probate Judge's Chambers	>9.9, >9.9, >9.9, >9.9	1 SF defective
Ceiling	1 st floor Probate Judge's Chambers	>9.9	Intact
A & D Walls	1 st floor Probate reception	>9.9, >9.9	Intact
A & C Walls	1 st floor ladies restroom	>9.9, >9.9	Intact
Ceiling	1 st floor ladies restroom	>9.9	100 SF damaged
A, B, C, D Walls	2 nd floor Private office-Room 11	>9.9, >9.9, >9.9, >9.9	10 SF defective
Ceiling	2 nd floor Private office-Room 11	>9.9	140 SF defective
A, B, C, D Walls- upper	2 nd floor Ladies restroom	6.3, >9.9, >9.9, 9.4	80 SF defective
A Wall-lower	2 nd floor Ladies restroom	4.2	Intact
A, B, C, D walls	2 nd floor Assessor's office	>9.9, >9.9, >9.9, >9.9	Intact
Ceiling	2 nd floor Assessor's office	>9.9	Intact
B, C, D Walls	2 nd floor stairwell	>9.9, >9.9, >9.9	Intact
Ceiling	2 nd floor stairwell	>9.9	Intact
Crown molding	2 nd floor stairwell	>9.9	Intact
A, B, C, D Walls- upper	3 rd floor Men's restroom	>9.9, >9.9, >9.9, >9.9	Intact
D Wall-lower	3 rd floor Men's restroom	5.3	Intact
C Wall-lower	3 rd floor Men's restroom	2.9	Intact
A, B, C, D walls	3 rd floor City Council Chambers	>9.9, >9.9, >9.9, >9.9	Intact
B Wall molding	3 rd floor City Council Chambers	9.4	Intact
A light post	Exterior-Side A	4.1	<1 SF defective
C Door Casing	Exterior-Side C	6.0	<1 SF defective
C Handrails	Exterior-Side D	2.3	Intact
D Door	Exterior-Side D	2.1	<1 SF defective
D Door Casing	Exterior-Side D	7.5	<1 SF defective
D Door Jamb	Exterior-Side D	1.9	<1 SF defective
D Window sash	Exterior-Side D	5.2	<1 SF defective



3.2 Conclusion

The lead screening indicates that the interior plaster walls and ceilings, wood baseboards, a radiator, a door casing, and an exterior exhaust hood and door casing contain toxic levels of lead base paint.

Disclaimer: The information contained in this report concerning the presence or absence of lead paint does not constitute a comprehensive lead inspection under Connecticut regulations Section 19a-111-1 to 11. The surfaces tested represent only a portion of those surfaces that would be tested to determine whether the premises are in compliance with Connecticut regulations.

The Contractor who may impact coated components shall be aware that OSHA has not established a level of lead in a material below which 29 CFR 1926.62 does not apply. The Contractor shall comply with exposure assessment criteria, interim worker protection, and other requirements of the regulation as necessary to protect workers and building occupants.

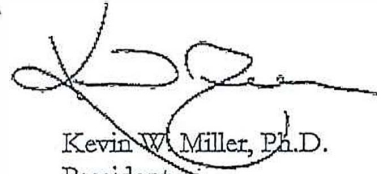
The field testing sheets are provided as *Appendix C* in this report.

Report prepared by EnviroScience's Environmental Analyst II, Paul Bateman.

Reviewed by:



James L. Scott, CIH
Project Manager



Kevin W. Miller, Ph.D.
President



Appendix A

Asbestos Sample Results and Chain of Custody



EMSL Analytical, Inc.
 200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 368-4800 Fax: (856) 786-5974 Email: sales@emsl.com

Attn: **Stephen W. Connelly**
Fuss & O' Neill EnviroScience, LLC
 146 Hartford Road
 Manchester, CT 06040

Customer ID: ENVI54
 Customer PO:
 Received: 06/23/10 10:20 AM
 EMSL Order: 041013309

Fax: (413) 647-0018 Phone: (860) 646-2469
 Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

EMSL Proj:
 Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Material via EPA 600/R-93/116. Quantitation using 400 Point Count Procedure.

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-21-PB-04A 041013309-0014	2ND LEVEL VAULT	Non-Fibrous Heterogeneous	<1% Cellulose	20.00% Ca Carbonate 28.75% Non-fibrous (other) 50.00% Quartz	1.25% Chrysotile
6-21-PB-06A 041013309-0024	2ND LEVEL-VAULT	Tan Non-Fibrous Heterogeneous	<1% Cellulose	20.00% Ca Carbonate 39.50% Non-fibrous (other) 40.00% Quartz	0.50% Chrysotile
6-21-PB-06B 041013309-0025	2ND FL LADIES ROOM	Tan Non-Fibrous Heterogeneous	<1% Cellulose	20.00% Ca Carbonate 38.75% Non-fibrous (other) 40.00% Quartz	1.25% Chrysotile
6-21-PB-08A 041013309-0030	REGISTRAR OF VOTERS OFFICE	Green Non-Fibrous Heterogeneous		30.00% Ca Carbonate 57.75% Non-fibrous (other) 10.00% Quartz	2.25% Chrysotile

Initial report from 06/28/20 10 07:34:25

Analyst(s)

Jessica Cox (4)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

Disclaimer: Some samples may contain asbestos fibers present in dimensions below PLM resolution limits. The limit of detection as stated in the method is 0.25%. EMSL Analytical Inc suggests that samples reported as <0.25% or none detected undergo additional analysis via TEM. The above test report relates only to the items tested. This report may not be reproduced, except in full, without written approval of EMSL Analytical Inc. This test report must not be used by the client to claim product endorsement by NVLAP or any agency of the United States Government. EMSL Analytical Inc., bears no responsibility for sample collection activities, analytical method limitations, or the accuracy of results when requested to separate layered samples. EMSL Analytical Inc., liability is limited to the cost of sample analysis. The test results contained within this report meet the requirements of NELAC unless otherwise noted. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY 10018



EMSL Analytical, Inc.
200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 858-4800 Fax: (856) 786-6974 Email: westmerly@emsl.com

Attn: Stephen W. Connelly
Fuss & O' Neill EnviroScience, LLC
146 Hartford Road
Manchester, CT 06040

Fax: (413) 647-0018 Phone: (860) 646-2469
Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

Customer ID: ENVI54
Customer PO:
Received: 06/23/10 10:20 AM
EMSL Order: 041013309

EMSL Proj:
Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-21-PB-01A 041013309-0001	EXTERIOR	Non-Fibrous Heterogeneous	20% Fibrous (other)	20% Ca Carbonate 55% Non-fibrous (other)	5% Chrysotile
6-21-PB-01B 041013309-0002	EXTERIOR				Stop Positive (Not Analyzed)
6-21-PB-01C 041013309-0003	EXTERIOR				Stop Positive (Not Analyzed)
6-21-PB-02A 041013309-0004	EXTERIOR	Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-02B 041013309-0005	EXTERIOR	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-02C 041013309-0006	EXTERIOR	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-03A 041013309-0007	2ND LEVEL VAULT	Cream Non-Fibrous Heterogeneous		40% Ca Carbonate 60% Non-fibrous (other)	None Detected

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAC requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 858-4800 Fax: (856) 786-5974 Email: weston.ntr@emsl.com

Attn: Stephen W. Connelly
Fuss & O' Neill EnviroScience, LLC
146 Hartford Road
Manchester, CT 06040

Fax: (413) 647-0018 Phone: (860) 646-2469
Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

Customer ID: ENV154
Customer PO:
Received: 06/23/10 10:20 AM
EMSL Order: 041013309
EMSL Proj:
Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-21-PB-03B 041013309-0008	2ND LEVEL - REGISTRATION OF VOTER	Cream Non-Fibrous Heterogeneous		30% Ca Carbonate 70% Non-fibrous (other)	None Detected
6-21-PB-03C 041013309-0009	2ND LEVEL RESTROOM- LADIES	Cream Non-Fibrous Heterogeneous		30% Ca Carbonate 70% Non-fibrous (other)	None Detected
6-21-PB-03D 041013309-0010	TAX COLLECTORS OFFICE	White Non-Fibrous Heterogeneous		40% Ca Carbonate 60% Non-fibrous (other)	None Detected
6-21-PB-03E 041013309-0011	PROBATE COUCH	White Non-Fibrous Heterogeneous		50% Ca Carbonate 50% Non-fibrous (other)	None Detected
6-21-PB-03F 041013309-0012	REAR STAIRWELL	White Non-Fibrous Heterogeneous		50% Ca Carbonate 50% Non-fibrous (other)	None Detected
6-21-PB-03G 041013309-0013	CITY CLERKS VAULT	White Non-Fibrous Heterogeneous		50% Ca Carbonate 50% Non-fibrous (other)	None Detected
6-21-PB-04B 041013309-0015	2DN LEVEL REGISTRATION OF VOTER				Stop Positivo (Not Analyzed)

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAP requirements unless otherwise specified.
Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 858-4800 Fax: (856) 786-5974 Email: westmont@lab@emsl.com

Attn: Stephen W. Connelly
 Fuss & O' Neill EnviroScience, LLC
 146 Hartford Road
 Manchester, CT 06040

Customer ID: ENV154
 Customer PO:
 Received: 06/23/10 10:20 AM
 EMSL Order: 041013309

Fax: (413) 647-0018 Phone: (860) 646-2469
 Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

EMSL Proj:
 Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-21-PB-04C 041013309-0016	2ND LEVEL RESTROOM- LADIES				Stop Positive (Not Analyzed)
6-21-PB-04D 041013309-0017	TAX COLLECTORS OFFICE				Stop Positive (Not Analyzed)
6-21-PB-04E 041013309-0018	PROBATE COUCH				Stop Positive (Not Analyzed)
6-21-PB-04F 041013309-0019	REAR STAIRWELL				Stop Positive (Not Analyzed)
6-21-PB-04G 041013309-0020	CITY CLERKS VAULT				Stop Positive (Not Analyzed)
6-21-PB-05A 041013309-0021	2ND LEVEL VAULT	Cream Non-Fibrous Heterogeneous		40% Ca Carbonate 60% Non-fibrous (other)	None Detected
6-21-PB-05B 041013309-0022	2ND FL LADIES RESTROOM	Cream Non-Fibrous Heterogeneous		50% Ca Carbonate 50% Non-fibrous (other)	None Detected

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAC requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 858-4800 Fax: (856) 786-5974 Email: westmont@lablab2@EMSL.com

Attn: Stephen W. Connelly
 Fuss & O' Neill EnviroScience, LLC
 146 Hartford Road
 Manchester, CT 06040

Fax (413) 647-0018 Phone: (860) 646-2469
 Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

Customer ID: ENV154
 Customer PO:
 Received: 06/23/10 10:20 AM
 EMSL Order: 041013309

EMSL Proj:
 Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-21-PB-05C 041013309-0023	TAX OFFICE- COLLECTIONS	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-06C 041013309-0026	TAX COLLECTIONS OFFICE				Stop Positive (Not Analyzed)
6-21-PB-07A 041013309-0027	REGISTRAR OF VOTERS OFFICE	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-07B 041013309-0028	ASSESORS OFFICE	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-07C 041013309-0029	TAX COLLECTIONS OFFICE	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-08B 041013309-0031	ASSESORS OFFICE (2) OF (3)				Stop Positive (Not Analyzed)
6-21-PB-08C 041013309-0032	PROBATE OFFICE				Stop Positive (Not Analyzed)

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAP requirements unless otherwise specified.
 Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY



EMSL Analytical, Inc.
 200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 868-4800 Fax: (856) 786-5974 Email: westmont@blabro.EMSL.com

Attn: **Stephen W. Connelly**
Fuss & O' Neill EnviroScience, LLC
 146 Hartford Road
 Manchester, CT 06040

Customer ID: ENVI54
 Customer PO:
 Received: 06/23/10 10:20 AM
 EMSL Order: 041013309

Fax: (413) 647-0018 Phone: (860) 646-2469
 Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

EMSL Proj:
 Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-21-PB-09A 041013309-0033	REGISTRAR OF VOTERS OFFICE	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
TEM Recommended					
6-21-PB-09B 041013309-0034	ASSESORS OFFICE	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-09C 041013309-0035	PROBATE OFFICE	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-10A 041013309-0036	2ND FL VAULT	Tan Non-Fibrous Heterogeneous		20% Ca Carbonate 30% Non-fibrous (other) 50% Quartz	None Detected
6-21-PB-10B 041013309-0037	2ND FL VAULT	Tan Non-Fibrous Heterogeneous		20% Ca Carbonate 30% Non-fibrous (other) 50% Quartz	None Detected
6-21-PB-10C 041013309-0038	2ND FL VAULT	Tan Non-Fibrous Heterogeneous		20% Ca Carbonate 30% Non-fibrous (other) 50% Quartz	None Detected

Initial report from: 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAC requirements unless otherwise specified.
 Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 858-4800 Fax: (856) 786-5974 Email: westmontlab@EMSL.com

Attn: Stephen W. Connelly
 Fuss & O' Neill EnviroScience, LLC
 146 Hartford Road
 Manchester, CT 06040

Customer ID: ENVI54
 Customer PO:
 Received: 06/23/10 10:20 AM
 EMSL Order: 041013309

Fax: (413) 647-0018 Phone: (860) 646-2469
 Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

EMSL Proj:
 Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using
 Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Typo
6-21-PB-11A 041013309-0039	2ND FL BREAK ROOM	Blue Non-Fibrous Heterogeneous		40% Ca Carbonate 60% Non-fibrous (other)	None Detected
6-21-PB-11B 041013309-0040	2ND FL BREAK ROOM	Blue Non-Fibrous Heterogeneous		40% Ca Carbonate 60% Non-fibrous (other)	None Detected
6-21-PB-11C 041013309-0041	2ND FL BREAK ROOM	Blue Non-Fibrous Heterogeneous		40% Ca Carbonate 60% Non-fibrous (other)	None Detected
6-21-PB-12A 041013309-0042	2ND FL BREAK ROOM	Yellow/Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-12B 041013309-0043	2ND FL BREAK ROOM	Yellow/Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-12C 041013309-0044	2ND FL BREAK ROOM	Yellow/Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-13A 041013309-0045	2ND FL ASSESORS OFFICE	Tan Non-Fibrous Heterogeneous		40% Ca Carbonate 50% Non-fibrous (other)	10% Chrysotile

Initial report from 06/28/2010 07:34:26

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAC requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY



EMSL Analytical, Inc.
200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 858-4800 Fax: (856) 786-5974 Email: westmontny@emsl.com

Attn: Stephen W. Connelly
Fuss & O' Neill EnviroScience, LLC
146 Hartford Road
Manchester, CT 06040

Fax: (413) 647-0018 Phone: (860) 646-2469

Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

Customer ID: ENM54
Customer PO:
Received: 06/23/10 10:20 AM
EMSL Order: 041013309
EMSL Proj:
Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-21-PB-13B 041013309-0046	2ND FL ASSESSORS OFFICE				Stop Positivo (Not Analyzed)
6-21-PB-13C 041013309-0047	2ND FL ASSESSORS OFFICE				Stop Positivo (Not Analyzed)
6-21-PB-14A 041013309-0048	ASSESSORS OFFICE	Black Fibrous Heterogeneous	60% Cellulose 20% Hair	20% Non-fibrous (other)	None Detected
6-21-PB-14B 041013309-0049	ASSESSORS OFFICE	Black Fibrous Heterogeneous	70% Cellulose 20% Hair	10% Non-fibrous (other)	None Detected
6-21-PB-14C 041013309-0050	ASSESSORS OFFICE	Black Fibrous Heterogeneous	70% Cellulose 10% Hair	20% Non-fibrous (other)	None Detected
6-21-PB-15A 041013309-0051	TAX COLLECTORS OFFICE	Red Non-Fibrous Heterogeneous		40% Ca Carbonate 55% Non-fibrous (other)	5% Chrysotile
6-21-PB-15B 041013309-0052	TAX COLLECTORS OFFICE				Stop Positivo (Not Analyzed)

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAC requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 858-4800 Fax: (856) 786-5974 Email: westmont@emsl.com

Attn: Stephen W. Connelly
 Fuss & O' Neill EnviroScience, LLC
 146 Hartford Road
 Manchester, CT 06040

Fax: (413) 647-0018 Phone: (860) 646-2469
 Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

Customer ID: ENVI54
 Customer PO:
 Received: 06/23/10 10:20 AM
 EMSL Order: 041013309

EMSL Proj:
 Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
6-21-PB-15C 041013309-0053	TAX COLLECTORS OFFICE				Stop Positive (Not Analyzed)
6-21-PB-16A 041013309-0054	TAX COLLECTORS OFFICE	Black Fibrous Heterogeneous	65% Cellulose 10% Hair	25% Non-fibrous (other)	None Detected
6-21-PB-16B 041013309-0055	TAX COLLECTORS OFFICE	Black Fibrous Heterogeneous	70% Cellulose 10% Hair	20% Non-fibrous (other)	None Detected
6-21-PB-16C 041013309-0056	TAX COLLECTORS OFFICE	Black Fibrous Heterogeneous	65% Cellulose 10% Hair	25% Non-fibrous (other)	None Detected
6-21-PB-17A 041013309-0057	TAX COLLECTORS OFFICE	White Non-Fibrous Heterogeneous		50% Ca Carbonate 5% Mica 45% Non-fibrous (other)	None Detected
6-21-PB-17B 041013309-0058	TAX COLLECTORS OFFICE	White Non-Fibrous Heterogeneous		50% Ca Carbonate 5% Mica 45% Non-fibrous (other)	None Detected

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAP requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 863-4800 Fax: (866) 786-5974 Email: westmountainlab@EMSL.com

Attn: Stephen W. Connelly
 Fuss & O' Neill EnviroScience, LLC
 146 Hartford Road
 Manchester, CT 06040

Fax: (413) 647-0018 Phone: (860) 646-2469
 Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

Customer ID: ENV154
 Customer PO:
 Received: 08/23/10 10:20 AM
 EMSL Order: 041013309

EMSL Proj:
 Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous*	% Type
6-21-PB-17C 041013309-0059	TAX COLLECTORS OFFICE	White Non-Fibrous Heterogeneous		55% Ca Carbonate 5% Mica 40% Non-fibrous (other)	None Detected
6-21-PB-18A 041013309-0060	TAX OFFICE	White Non-Fibrous Heterogeneous		60% Ca Carbonate 5% Mica 35% Non-fibrous (other)	None Detected
6-21-PB-18B 041013309-0061	JUDGE OF P.	White Non-Fibrous Heterogeneous		65% Ca Carbonate 5% Mica 30% Non-fibrous (other)	None Detected
6-21-PB-19A 041013309-0062	1ST FL HALL	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-19B 041013309-0063	1ST FL HALL	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-19C 041013309-0064	1ST FL HALL	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAP requirements unless otherwise specified.
 Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 859-4800 Fax: (856) 786-6974 Email: westmonia@emsl.com

Attn: Stephen W. Connelly
 Fuss & O' Neill EnviroScience, LLC
 146 Hartford Road
 Manchester, CT 06040

Fax: (413) 647-0018 Phone: (860) 646-2469
 Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

Customer ID: ENVI54
 Customer PO:
 Received: 06/23/10 10:20 AM
 EMSL Order: 041013309

EMSL Proj:
 Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-21-PB-20A 041013309-0065	STORE ROOM- 1ST FL	Tan Non-Fibrous Heterogeneous		40% Ca Carbonate 52% Non-fibrous (other)	8% Chrysotile
6-21-PB-20B 041013309-0066	OLD RES. TAX OFFICE				Stop Positive (Not Analyzed)
6-21-PB-20C 041013309-0067	OLD RES. TAX OFFICE				Stop Positive (Not Analyzed)
6-21-PB-21A 041013309-0068	OLD RES. TAX OFFICE	Black Fibrous Heterogeneous	90% Cellulose	10% Non-fibrous (other)	None Detected
6-21-PB-21B 041013309-0069	OLD RES. TAX OFFICE	Black Fibrous Heterogeneous	90% Cellulose	20% Non-fibrous (other)	None Detected
6-21-PB-21C 041013309-0070	OLD RES. TAX OFFICE	Black Fibrous Heterogeneous	80% Cellulose	20% Non-fibrous (other)	None Detected
6-21-PB-22A 041013309-0071	CLERKS VAULT	Green Non-Fibrous Heterogeneous	40% Cellulose	60% Non-fibrous (other)	None Detected

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAC requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 858-4200 Fax: (856) 786-5974 Email: westmonta@blair3EMSL.com

Attn: Stephen W. Connelly
 Fuss & O' Neill EnviroScience, LLC
 146 Hartford Road
 Manchester, CT 06040

Fax: (413) 647-0018 Phone: (860) 646-2469
 Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

Customer ID: ENVI54
 Customer PO:
 Received: 06/23/10 10:20 AM
 EMSL Order: 041013309
 EMSL Proj:
 Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-21-PB-23A 041013309-0072	REAR STAIRWELL	Brown Non-Fibrous Heterogeneous		60% Non-fibrous (other) 40% Quartz	None Detected
6-21-PB-23B 041013309-0073	REAR STAIRWELL	Brown Non-Fibrous Heterogeneous		60% Non-fibrous (other) 40% Quartz	None Detected
6-21-PB-23C 041013309-0074	REAR STAIRWELL	Brown Non-Fibrous Heterogeneous		70% Non-fibrous (other) 30% Quartz	None Detected
6-21-PB-24A 041013309-0075	REAR STAIRWELL	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-24B 041013309-0076	CITY COUNCIL CHAMBER	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-24C 041013309-0077	CITY COUNCIL CHAMBER	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-25A 041013309-0078	CITY COUNCIL CHAMBER	Brown Non-Fibrous Heterogeneous		40% Ca Carbonate 55% Non-fibrous (other)	5% Chrysotile

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAC requirements unless otherwise specified.
 Samples analyzed by EMSL Analytical, Inc. 307 West 39th Street, New York NY



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 858-4800 Fax: (856) 786-6974 Email: westmontaslab@EMSL.com

Attn: Stephen W. Connelly
 Fuss & O' Neill EnviroScience, LLC
 146 Hartford Road
 Manchester, CT 06040

Fax: (413) 647-0018 Phone: (860) 646-2469
 Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

Customer ID: ENVI54
 Customer PO:
 Received: 06/23/10 10:20 AM
 EMSL Order: 041013309

EMSL Proj:
 Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-21-PB-25B 041013309-0079	CITY COUNCIL CHAMBER				Stop Positive (Not Analyzed)
6-21-PB-25C 041013309-0080	CITY COUNCIL CHAMBER				Stop Positive (Not Analyzed)
6-21-PB-26A 041013309-0081	CITY COUNCIL CHAMBER	Brown Fibrous Heterogeneous	60% Cellulose 20% Hair	20% Non-fibrous (other)	None Detected
6-21-PB-26B 041013309-0082	CITY COUNCIL CHAMBER	Brown Fibrous Heterogeneous	70% Cellulose 20% Hair	10% Non-fibrous (other)	None Detected
6-21-PB-26C 041013309-0083	CITY COUNCIL CHAMBER	Brown Fibrous Heterogeneous	70% Cellulose 20% Hair	10% Non-fibrous (other)	None Detected
6-21-PB-27A 041013309-0084	3RD FL MEN'S ROOM	Cream Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-27B 041013309-0085	3RD FL MEN'S ROOM	Cream Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAP requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. 307 West 39th Street, New York, NY



EMSL Analytical, Inc.
 200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 858-4800 Fax: (856) 786-5974 Email: westmontlab@EMSL.com

Attn: **Stephen W. Connelly**
Fuss & O' Neill EnviroScience, LLC
 146 Hartford Road
 Manchester, CT 06040

Customer ID: ENVI54
 Customer PO:
 Received: 06/23/10 10:20 AM
 EMSL Order: 041013309

Fax: (413) 647-0018 Phone: (860) 646-2469
 Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

EMSL Proj:
 Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Typo
6-21-PB-27C 041013309-0086	3RD FL MEN'S ROOM	Cream Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
6-21-PB-28A 041013309-0087	3RD FL- PERSONAL ROOM	Tan Fibrous Heterogeneous	40% Cellulose 20% Glass	30% Non-fibrous (other) 10% Perlite	None Detected
6-21-PB-28B 041013309-0088	3RD FL- PERSONAL ROOM	Tan Fibrous Heterogeneous	40% Cellulose 20% Glass	30% Non-fibrous (other) 10% Perlite	None Detected
6-21-PB-28C 041013309-0089	3RD FL- PERSONAL ROOM	Tan Fibrous Heterogeneous	40% Cellulose 20% Glass	20% Non-fibrous (other) 20% Perlite	None Detected
6-21-PB-29A 041013309-0090	ATTIC	Brown Fibrous Heterogeneous	80% Cellulose	20% Non-fibrous (other)	None Detected
6-21-PB-29B 041013309-0091	ATTIC	Brown Fibrous Heterogeneous	90% Cellulose	10% Non-fibrous (other)	None Detected
6-21-PB-29C 041013309-0092	ATTIC	Brown Fibrous Heterogeneous	80% Cellulose	20% Non-fibrous (other)	None Detected

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAC requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY



EMSL Analytical, Inc.
200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 853-4800 Fax: (856) 786-5974 Email: westmontlab@EMSL.com

Attn: **Stephen W. Connelly**
Fuss & O' Neill EnviroScience, LLC
146 Hartford Road
Manchester, CT 06040

Fax: (413) 647-0018 Phone: (860) 646-2469
Project: 20100650.A1E/ CITY OF NEW LONDON/ CITY HALL

Customer ID: ENVI54
Customer PO:
Received: 06/23/10 10:20 AM
EMSL Order: 041013309

EMSL Proj:
Analysis Date: 6/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-21-PB-30A 041013309-0093	ATTIC	Gray Fibrous Heterogeneous	30% Cellulose	20% Non-fibrous (other)	50% Chrysotile
6-21-PB-31A 041013309-0094	ATTIC	Gray Fibrous Heterogeneous	20% Cellulose	15% Non-fibrous (other)	65% Chrysotile
6-21-PB-32A 041013309-0095	BOILER ROOM	Gray Non-Fibrous Heterogeneous	30% Fibrous (other)	70% Non-fibrous (other)	None Detected

Initial report from 06/28/2010 07:34:25

Analyst(s)

Jessica Cox (72)

Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAP requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. 307 West 38th Street, New York NY

041013309

041013309



FUSS & O'NEILL
EnviroScience, LLC

www.fzndo.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

SAMPLE LOG FOR ASBESTOS BULKS

Sheet ___ of ___

Project Name: City of New London Project No. 20100650-AIE

Building: City Hall Project Manager: Ashis R

Sample ID	Sample Location	Material	Result (%)
6-24-PB01A	Entrance	Down caulking (unpainted)	3 Ea. 100% Asbestos
6-24-PB D			ND
6-24-PB T			ND
6-24-PB 02A		Window Caulking (unpainted)	ND
6-24-PB B		no glaze	
6-24-PB C			
6-24-PB 03A	2nd level vault	Wall Plaster - skinned	ND
6-24-PB B	2nd level - (bottom of vault)		ND
6-24-PB C	2nd level entrance - ladies		ND
6-24-PB D	Top collector office		ND
6-24-PB E	Probate court		ND
6-24-PB F	Reception hall		ND

Analysis Method: PLM Other

Turnaround Time: 48 hrs

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: _____. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 413-647-0018.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content <= 1% positive stop on all point counts.

Samples collected by: Paul Bismar Date: 6/24/10 Time: _____

Samples [Rec'd]/[Sent by] W Date: W Time: _____

Samples Received by: EMSL-EX-910A Date: 6-24-10 Time: _____

Shipped To: EMSL State NY Other _____

Method of Shipment: Fed Ex UPS Overnight UPS Ground Other _____

SAMPLES ACCEPTED
 FOR ANALYSIS BY
 EMSL ANALYTICAL INC.

041013309

041013309



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

SAMPLE LOG FOR ASBESTOS BULKS

Sheet ___ of ___

Project Name: City of New London Project No. 20100650-AIE
 Building: City Hall Project Manager: Alshie R

Sample ID	Sample Location	Material	Result (%)
6-24-18 3 G	1st floor vault	wall Plaster skin	ND
6-24-18 4 J	2nd floor 2nd fl	wall Plaster - ceiling	ND
6-24-18 B			NA
6-24-18 C			NA
6-24-18 D			NA
6-24-18 E			NA
6-24-18 F			NA
6-24-18 G			NA
6-24-20 SA	2nd fl vault	ceiling Plaster skin	ND
6-24-20 B	2nd fl 2nd fl	ceiling Plaster skin	ND
6-24-20 C	2nd fl 2nd fl	ceiling Plaster skin	ND
6-24-20 D	2nd fl 2nd fl	ceiling Plaster skin	ND

Analysis Method: PLM Other

Turnaround Time 50 hrs

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: _____. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 413-647-0018.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not have samples unless indicated. EPA 400 point count all samples of asbestos content < 1% positive stop on all point counts.

Samples collected by: Paul R. ... Date: 6/21/10 Time: _____

Samples [Rec'd]/[Sent by] [] [] Date: [] [] Time: _____

Samples Received by: _____ Date: _____ Time: _____

Shipped To: EMSL State NY Other _____

Method of Shipment: Fed Ex UPS Overnight UPS Ground Other _____

FILES ACCEPTED FOR ANALYSIS BY ANALYTICAL INC

041013309

041013309



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

SAMPLE LOG FOR ASBESTOS BULKS

Sheet of

Project Name: City of New London Project No. 20100650-AIE
 Building: City Hall Project Manager: Ashley R

Sample ID	Sample Location	Material	Result (%)
6-24-PB CA	2nd Level - Vault	Ceiling Plaster - rough cut	1.1
6-24-PB B	2nd Fl under Area		1.1
6-24-PB C	Tax collector office		NA
6-24-PB 2A	register of voters office	Carpet glue	1.05 PF NA
6-24-PB B	Assessor office		
6-24-PB C	Tax collector office		
6-24-PB 2A	Register of voters office	9" x 9" pressed floor tile	0.001 PF 6.4
6-24-PB B	Assessor office (2) of (3)		NA
6-24-PB C	Archie office / City manager office / Personnel room		NA
6-24-PB 2A		Associated mastic	NA
6-24-PB B			
6-24-PB C			

Analysis Method: PLM Other

Turnaround Time 48 hrs

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: . Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 413-647-0018.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content < 1% positive stop on all point counts.

Samples collected by: Paul Behrens Date: 6/24/10 Time:

Samples [Rec'd][Sent by] [] Date: [] [] Time:

Samples Received by: Date: Time:

Shipped To: EMSL State NY Other

Method of Shipment: Fed Ex UPS Overnight UPS Ground Other

SAMPLES ACCEPTED FOR ANALYSIS BY ENSL ANALYTICAL INC.

041013309

041013309



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

SAMPLE LOG FOR ASBESTOS BULKS

Sheet ___ of ___

Project Name: City of New London

Project No. 20100650-AIE

Building: City Hall

Project Manager: Atchis R

Sample ID	Sample Location	Material	Result (%)
6-24-PB 10A	2nd Fl vault	1'x1' floor tile glie	3005 F 100
6-24-PB B			
6-24-PB C			
6-24-PB 11A	2nd Fl Break room	12" x 12" Blue Floor tile	6005 F 100
6-24-PB B	1st Fl Judge of Prob	wood panel (with new carpet flooring)	
6-24-PB C		Judge of Prob	
6-24-PB 12A		Asbestos material	
6-24-PB B			
6-24-PB C			
6-24-PB 13A	2nd Fl Asbestos office	9" sqr tan structured floor tile	1005 F 100
6-24-PB B			
6-24-PB C			

Analysis Method: PLM Other

Turnaround Time 48 hrs

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: _____. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 413-647-0018.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content <1% positive stop on all point counts.

Samples collected by: Paul Belknap Date: 6/21/10 Time: _____

Samples [Rec'd]/[Sent by] [] [] Date: [] [] Time: _____

Samples Received by: _____ Date: _____ Time: _____

Shipped To: EMSL State NY Other _____

Method of Shipment: Fed Ex UPS Overnight UPS Ground Other _____

SAMPLES ACCEPTED FOR ANALYSIS BY EMSL ANALYTICAL INC.

041013309

041013309



FUSS & O'NEILL
EnviroScience, LLC

www.fundo.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

SAMPLE LOG FOR ASBESTOS BULKS

Sheet of

Project Name: City of New London Project No. 20100650-AIE
 Building: City Hall Project Manager Ashley R

Sample ID	Sample Location	Material	Result (%)	
6-24-PB 14A	Assessors office	assessors material / paper	5005F A:1	
6-24-PB B	↓			
6-24-PB C				
6-24-PB 15A		Tux collector office	9"4" Red floor tile sheet	6005F A:1
6-24-PB B		Red (underneath)		111
6-24-PB C				111
6-24-PB 16A		Shelving / joint compound	Assessors material / paper	111
6-24-PB B				
6-24-PB C				
6-24-PB 17A		Shelving / joint compound		111
6-24-PB B				
6-24-PB C				

Analysis Method: PLM Other

Turnaround Time 48 hrs

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: . Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at 413-647-0018.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content < 1% positive stop on all point counts

Samples collected by: Ravi Gokarnani Date: 6/21/10 Time:

Samples [Rec'd][Sent by] Date: Time:

Samples Received by: Date: Time:

Shipped To: EMSL State NY Other

Method of Shipment: Fed Ex UPS (overnight) UPS Ground Other

SAMPLES ACCEPTED FOR ANALYSIS BY EMSL ANALYTICAL

041013309

04101 3304



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

SAMPLE LOG FOR ASBESTOS BULKS

Sheet ___ of ___

Project Name: City of New London Project No. 20100650-AIE
 Building: City Hall Project Manager: Ashis R

Sample ID	Sample Location	Material	Result (%)
6-24-PB 11A	Tax office	Joint lamp	ND
6-24-PB B	Door or Prohibit	↓	↓
6-24-PB 19A	1st Fl Hall	4th Blk Pass cov <u>glue</u>	ND
6-24-PB B	↓	↓	↓
6-24-PB C	↓	↓	↓
6-24-PB 20A	Storage room - 1st Fl	9th Fl gray FT	2005K
6-24-PB B	6th ceiling office	insulation	ND
6-24-PB C	Roof deck	Roof 13 - 3rd Fl/Perimeter	ND
6-24-PB 21A	↓	Associated with	ND
6-24-PB B	↓	↓	↓
6-24-PB C	↓	↓	↓
6-24-PB 22A	only Restrooms Closets Vault	Carpeting Material	255K ND

Analysis Method: PLM Other

Turnaround Time 50 hrs

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: _____. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 413-647-0018.

Special Instruction: _____ Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content <4%, positive stop on all point counts.

Samples collected by: Ravi Bakman Date: 10/24/10 Time: _____

Samples (Rec'd) [Sent by] _____ Date: _____ Time: _____

Samples Received by: _____ Date: _____ Time: _____

Shipped To: EMSL State NY Other _____

Method of Shipment: Fed Ex UPS (Overnight) UPS Ground Other

SAMPLES ACCEPTED
 FOR ANALYSIS BY
 EMSL ANALYTICAL INC.

041013309

041013309



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

SAMPLE LOG FOR ASBESTOS BULKS

Sheet ___ of ___

Project Name: City of New London Project No. 20100650-AIE
 Building: City Hall Project Manager: Ashis R.

Sample ID	Sample Location	Material	Result (%)
6-24-PB 23A	Recessed door	Star brand glue	3003F PB
6-24-PB B			
6-24-PB C			
6-24-PB 24A	Construction - 2nd level	glue with cork	100
6-24-PB B	City Council Chamber	Flaming	
6-24-PB C			
6-24-PB 25A		9494 Brown streaked	2003F PB
6-24-PB B		Flaming	100
6-24-PB C			
6-24-PB 26A		Associated Mastic	100
6-24-PB B			
6-24-PB C			

Analysis Method: PLM Other 1411 CT = 25' up Turnaround Time 40 hrs
< 9 lbs NOT in

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: _____. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at 413-647-0018.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content < 1% positive stop on all point counts.

Samples collected by: Paul Betemus Date: 6/21/10 Time: _____

Samples [Rec'd][Sent by] [] [] Date: [] [] Time: _____

Samples Received by: _____ Date: _____ Time: _____

Shipped To: EMSL State NY Other _____

Method of Shipment: Fed Ex UPS Overnight UPS Ground Other _____

SAMPLES ACCEPTED FOR ANALYSIS BY EMSL ANALYTICAL INC.

041013309

041013309



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Flatford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

SAMPLE LOG FOR ASBESTOS BULKS

Sheet ___ of ___

Project Name: City of New London Project No. 20100650-AIE

Building: City Hall Project Manager: Ashley R

Sample ID	Sample Location	Material	Result (%)
6-214-PS 27A	3rd Fl Men's room	4" Ceramic wall tile glp	200 SF ND
6-214-PS B	↓	↓	↓
6-214-PS C	↓	↓	↓
6-214-PS 28A	3rd Fl - Perbowl room	2'x4' Ceiling tile	300 SF ND
6-214-PS B	↓	↓	↓
6-214-PS C	↓	↓	↓
6-214-PS 29A	Attic	Black pipe wrap	200 SF ND
6-214-PS B	↓	↓	↓
6-214-PS C	↓	↓	↓
6-214-PS 30A	↑	Pipe Insulation	200 SF ND
6-214-PS 31A	↓	mudded insulation	306 SF ND
6-214-PS 32A	Boiler Room	Chimney flue cement	35 SF ND

Analysis Method: PLM Other

Turnaround Time: 48 hrs

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: _____. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 413-647-0018.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content <4% positive stop on all point counts.

Samples collected by: Paul Behrens Date: 6/21/10 Time: _____

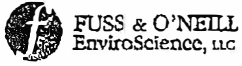
Samples [Rec'd] [Sent by] | _____ | Date: | _____ | Time: _____

Samples Received by: _____ Date: _____ Time: _____

Shipped To: EMSL State NY Other _____

Method of Shipment: Fed Ex UPS Overnight UPS Ground Other

SAMPLES ACCEPTED
FOR ANALYSIS BY
EMSI ANALYTICAL INC.



Appendix B

Lead Paint Testing Procedures and Equipment



FUSS & O'NEILL
EnviroScience, LLC

STANDARD OPERATING PROCEDURES LEAD-BASED PAINT LIMITED SCREENINGS

TESTING PROCEDURES AND EQUIPMENT

The U. S. Department of Housing and Urban Development (HUD) "Guidelines for the Evaluation and Control of Lead Hazards in Housing, September 1997," were consulted for this lead paint screening. HUD has been the agency at the federal level with responsibility for the establishment of national lead-based paint standards for testing and abatement. The HUD document will be referenced as the Guidelines in this document. The HUD Guidelines are specific to child occupied dwelling units or target housing and are not wholly applicable to limited screenings. Additionally, most New England States have regulations and standards with regard to lead paint testing and abatement in child occupied facilities. EnviroScience shall consult these regulations and standards prior to beginning testing. Some states have reporting requirements if certain threshold values for lead paint are found and certain conditions exist. EnviroScience reports any specific testing results required by State laws as licensed inspectors and consultants in these circumstances.

This lead evaluation was a Lead Based Paint Limited Screening. Both the proposed scope of work and the final report will note this type of evaluation was done. A Lead Paint Limited Screening is performed in order to determine through representative testing the lead paint history of a property. However, conclusions about untested areas cannot be reliably determined based on the limited testing that was done. Comprehensive inspections involve testing of representative components in each and every room of a building. A Lead Based Paint Limited Screening is conducted in representative locations and not necessarily every room. The intent is to collect a sufficient number of readings using field instrumentation to characterize a given component or surface. Representative components are classified as testing combinations. The age and use of the functional space, component type, and substrate type are used to characterize a testing combination for purposes of a Lead Based Paint Limited Screening. Considering age of the structure inspectors determine original dates of construction and any major renovations to the original building. Interior spaces where major renovation has occurred are also treated as separate spaces. A functional space is a room or group of rooms used for similar purposes where painting is presumed to be uniform.

Inspectors perform Lead Based Paint Limited Screening on representative components ensuring randomization in the selection of components. EnviroScience utilizes a protocol of a minimum of three (3) rooms with similar building components and surfaces are comprehensively tested similar to inspections for HUD compliance or state regulated inspections. (For example, living room, kitchen and a bedroom may be comprehensively tested in a 6-room apartment). In this protocol specific unique components are tested in any other locations in the dwelling. Inspectors shall record readings utilizing portable field instrumentation.

Conclusions in a Lead Based Paint Limited Screening are made based on consistent findings in the limited number of readings collected for a given testing combination. Inspectors conduct more readings if trends or similar findings are not found during such a limited screening process. In reporting findings and use in cost estimating, EnviroScience shall use limited screening information to extrapolate (or presume) that the untested areas have similar paint history as to those areas where limited screenings were conducted. (For example if in the three locations tested, all window sashes contained threshold values of lead paint above HUD or other State regulatory levels, then EnviroScience would detail in the report that all such components in the dwelling should be presumed to contain lead paint or recommend them to be tested further).



Lead-based paint surfaces and components were identified by utilizing on-site x-ray fluorescence (XRF) instruments. Fuss & O'Neill EnviroScience, LLC owns and maintains two different types of XRFs for testing for lead-based paint. These instruments are four (4) Radiation Monitoring Device LPA-1s (RMD) and a Scitec MAP 4 analyzer. Each of these instruments is operated in accordance with state and federal and manufacturer standards on the use of the instruments. State and federal protocols provide, with the exception of wall surfaces, one reading with the instrument on a representative component in each room, i.e., baseboard, chair rail, etc., as sufficient to establish the lead paint classification of all the representatives of that component type in a room. In the case of walls, because of the large spacial areas involved and the variability in lead content in paint over such large areas, the federal and state governments want a reading on each wall surface in a room. Therefore, representative testing is not permitted for walls.

The federal government has developed Performance Characteristic Sheets (PCS) for each of the types of instruments cited above. Each instrument must be calibrated in accordance with these PCSs on a 1.0-milligram lead standard. Each of EnviroScience's instruments has one of these standards assigned to it. Some of the standards were purchased directly from the government and the others from the manufacturers of the instruments.

For the Scitec MAP 4 instrument, on one or more substrates, substrate interference can affect the validity of the result. For this instrument, if the reading is below 4.0 mg/cm², a Substrate Equivalent Lead (SEL) was determined on certain substrates in the Screen and Test Modes of the instrument. For the RMD in the standard reading mode on metal, an SEL also has to be determined. To determine the SEL, the paint is removed from the surface of the component to obtain a bare substrate reading. After removing the paint, the surface is wiped with a 5% trisodium phosphate solution (a heavy duty cleaner). All paint residue is collected and properly disposed of. Once the paint and surrounding area are cleaned, the XRF is utilized to determine the SEL for each surface. The SEL values are subtracted from the XRF values to determine the Corrected Lead Concentration (CLC). The CLC is the lead content of the paint on the component tested.

Each of the types of instruments has federal government-determined positive and negative ranges for the definition of lead-based paint. In addition, the Scitec MAP 4 also has inconclusive ranges in many of its reading modes. XRF results are classified using either the threshold or the inconclusive range. For the threshold, results are classified as positive if they are greater than or equal to the threshold and negative if they are less than the threshold. There is no inconclusive classification when using the threshold. For the inconclusive range, results are classified as positive if they are greater than the upper limit of the inconclusive range and negative if they are less than the lower limit of the inconclusive range. The ranges for each of the types of instruments and their various operating modes are as follows:

Radiation Monitoring Device LPA Analyzer 1

30-Second Standard Mode Reading Description	Substrate	Threshold (mg/cm ²)
Results corrected for substrate bias on metal substrate only.	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	0.9
	Plaster	1.0
	Wood	1.0



FUSS & O'NEILL
EnviroScience, LLC

Quick Mode Reading Description	Substrate	Threshold (mg/cm ²)	Inconclusive Range (mg/cm ²)
Readings not corrected for substrate bias on any substrate.	Brick	1.0	None
	Concrete	1.0	None
	Drywall	1.0	None
	Metal	1.0	None
	Plaster	1.0	None
	Wood	1.0	None

Scitex MAP 4 Spectrum Analyzer

Unlimited Mode Reading Description	Substrate	Inconclusive Range (mg/cm ²)
Results not corrected for substrate bias for unlimited mode readings.	Brick	0.91 to 1.19
	Concrete	0.91 to 1.19
	Drywall	0.91 to 1.19
	Metal	0.91 to 1.19
	Plaster	0.91 to 1.19
	Wood	0.91 to 1.19

Screen Mode Reading Description	Substrate	Inconclusive Range (mg/cm ²)
Results corrected for substrate bias on drywall, metal, and wood substrates.	Brick	0.91 to 1.09
	Concrete	0.91 to 1.09
	Drywall	0.91 to 1.39
	Metal	0.91 to 1.19
	Plaster	0.91 to 1.09
	Wood	0.91 to 1.29

Test Mode Reading Description	Substrate	Threshold (mg/cm ²)	Inconclusive Range (mg/cm ²)
Readings corrected for substrate bias for test mode readings on drywall, metal, and wood substrates only.	Brick	0.9	None
	Concrete	0.9	None
	Drywall	None	0.91 to 1.39
	Metal	None	0.91 to 1.09
	Plaster	0.9	None
	Wood	None	0.91 to 1.29

If a reading falls in the inconclusive range, either the lead inspector should be authorized by the client to take a paint chip sample to determine whether the final result is either positive or negative after laboratory analysis, or the result can be categorized as suspect positive and treated accordingly. If it is not confirmed with laboratory analysis, it cannot be assumed to be negative for toxic levels of lead. If it is assumed to be positive, it can either be abated as a positive if the condition of the surface and/or location of the component requires this treatment under Connecticut and/or HUD regulations, or it can be managed in place as a positive component in accordance with the requirements of Connecticut and HUD regulations.

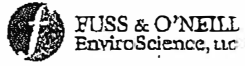
Prior to the start of any testing, a sketch of the building is drawn, and side designations are given to help identify exactly where readings were taken. Drawings depicting the room-numbering scheme are located on the cover page(s) for the building(s) inspected. Each side of the building was labeled A, B, C, or D. The wall "A" side of the unit is generally the side of primary entrance into a



dwelling, and this room is always Room 1. Areas in the units include rooms, hallways and closets. Areas are numbered in a clockwise fashion as building construction allows. This allows the inspector to indicate which substrate surface was tested. The condition of the surface is described by a check mark in the appropriate column, under the heading "condition of surface" on the testing form.

When more than one surface type was present on a side, the component tested was indicated with a number. If two windows were present on a building side, they were numbered left to right. Closet shelves and shelf supports were numbered top to bottom.

It is understood that the room layouts presented in the report are in conformance with the conditions that exist at the time the testing is performed. EnviroScience avoids labeling a room solely by its current functional use (i.e., living room, bedroom, etc.) since this use can change over time. Similarly, room layouts can change dramatically as dwellings are renovated and additions are built, incorporating existing rooms, or existing interior walls are moved or eliminated altogether.



Appendix C

Lead Testing Field Data Sheets



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

LEAD INSPECTION COVER SHEET

Inspector's Information

Inspector's Name: ERIC CHAMEROY License Number: 002153
 XRF Model: BMV LPA-1 Serial Number: 13915
 Date of Inspection: 10/28/10 Project Number: 20101050, AIE

Property Information

Building Address: NEW UNION TOWN HALL, 181 STATE STREET
 (Street)
NEW UNION (City) CT (State) Age of Property: _____
 Describe Structure: _____

Are there lead hazards present? Yes No
 Were lead dust wipes taken? Yes No
 Were soil samples collected? Yes No
 Were drinking water samples collected? Yes No

Multiple Family Dwelling

Single Family Dwelling

Is there an EBL child present?
 Yes No Unknown
 Is there a child under six years of age in the dwelling?
 Yes No Unknown

Number of units in building: _____
 Number of units tested: _____
 Is there an EBL child present in the building?
 Yes No Unknown
 If EBL child, which unit(s)? _____
 Is there a child under six years of age in the building?
 Yes No Unknown
 If child under six, which unit(s)? _____

XRF Calibration Check

Calibration Paint Film Used: NIST 1.0-2 mg/cm² Manufacturer's Standard 1.0 mg/cm²
 Calibration Check Limits Used: RMD (0.7 to 1.3 mg/cm² inclusive) Scitec MAP4 (0.6 to 1.2 mg/cm² inclusive)

	Hour	First Reading	Second Reading	Third Reading	Average
First Check	0930	1.1	1.1	1.1	1.1
Second Check	1310	1.1	1.2	1.2	1.2
Third Check					
Fourth Check					



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 131 STATE STREET, NEW HAVEN, CT Apt. #: _____
 Floor: 1 Room: WEST LOBBY Page _____ of _____
 Project Name: CITY OF NEW HAVEN Project Number: 20100650. ATE
 Project Manager: ANTHONY ANDREOLI Positive - Check All That Apply

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	10.1							FILE
D	Baseboards	0.1		W					BY WALL
A	Wall	29.9	✓	P					
B	Wall	29.9	✓						
C	Wall	0.0							BY ELEVATOR
D	Wall	29.9	✓	b					
	Chair rail								
	Ceiling	29.9	✓	P					
D	Crown Molding	29.9	✓	W					
A	Door	0.0		W					
	Casing	0.1		b					
	Jamb	0.1		b					
O	Door	0.0		W					
	Casing	0.1		b					
	Jamb	0.0		b					
	Window "Trim"								
	Trim								
	Sash								
	Well								
	Cabinet Base								
	Door - Interior								
	Door - Exterior								
	Walls								
	Shelves								
	Shelf Supports								
C	Closet shelf	0.1		M					BY WALL PER
	Shelf Supports								
D	Radiator	1.8	✓	M	✓				
D	Wall Molding	29.9		P					
A	Wall	0.0		W					
D	Wall	0.2		S					
D	CAPINET	0.1		W					BY WALL PER

* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B
 N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement

Notes: _____



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 151 STATE STREET, NEW LONDON, CT Apt. #: _____
 Floor: 1 Room: PROBATE JUDGE CHAMBERS Page _____ of _____
 Project Name: CITY OF NEW LONDON Probate Judge Chambers Project Number: 20100050-AIE
 Project Manager: ASIS/PO/CONTRACTOR (If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	0.0							CARPET
C	Baseboards	0.2		W					
A	Wall	29.9	✓	P					
B	Wall	29.9	✓						
C	Wall	29.9	✓		✓				ISE DAMAGE
D	Wall	29.9	✓						
C	Chair rail	0.0		W					
	Ceiling	29.9	✓	P					
	Crown Molding	0.1							
A	Door	0.0		W					
	Casing	0.1							
	Jamb	0.1							
	Door								
	Casing								
	Jamb								
B	Window Trim	0.0		W					
	Sill	0.2		W					
	Sash	0.1		M					
	Well	0.1		M					
C	Cabinet Base	0.0		W					
	Door - exterior								
	Door - interior								
	Walls	0.2		W					
	Shelves	0.0		W					
	Shelf supports								
	Chest - chest								
	Shelf supports								
B	Radiator CHASE	0.2		W					REMOVE W/ R - M
	Wall Molding								
A	CHASE	0.0		W					

* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B
 N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement

Notes: _____



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 151 STATE STREET, NEW BRIDGTON, CT Apt. #: _____
 Floor: 1 Room: FRONT OFFICES Page _____ of _____
 Project Name: CITY OF NEW BRIDGTON Project Number: 20100650.A1E
 Project Manager: ALAN ROY WOODLEY Positive - Check All That Apply

Side	Surface	XRF Readings	FOS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor								
	Baseboards								
A	Wall								
B	Wall								
C	Wall								
D	Wall								
	Chair rail								
	Ceiling			P	✓				10.58
	Crown Molding								
	Door								
	Casing								
	Jamb								
	Door								
	Casing								
	Jamb								
	Window Trim								
	Sill								
	Sash								
	Well								
	Cabinet Base								
	Door Exterior								
	Door Interior								
	Walls								
	Shelves								
	Shelf Supports								
	Closet Shelf								
	Shelf Supports								
	Radiator								
	Wall Molding								
D	VAULT DOOR	0.1		M					

* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B

N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement

Notes: _____



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 181 STATE STREET, NEW BRIDGEN CT Apt. #: _____
 Floor: 1 Room: LADIES RESTROOM Page _____ of _____
 Project Name: CITY OF NEW BRIDGEN Project Number: 20200650. AIE
 Project Manager: ASHLEY BARNWELL Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor								
	Baseboards								
A	Wall	29.9	✓	P					
B	Wall	0.2		W					
C	Wall	29.9	✓	W					
D	Wall	0.0		W					
	Chair rail								
	Ceiling	29.9	✓	P	✓				100 SF DAMAGE
D	Crown Molding	0.3		W					
B	Door	0.1		W					
	Casing	0.0		W					
	Jamb	0.0		W					
A	Door	0.3		M					STALL
	Casing								
	Jamb								
C	Window Trim	0.3		W					
	Sill	0.0		W					
	Sash								
	Well								
	Cabinet Base								
	Door Exterior								
	Door Interior								
	Walls								
	Shelves								
	Shelf Supports								
	Closet Shelf								
	Shelf Supports								
C	Radiator	0.1		M					
	Wall Molding								

* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B
 N/A: Not Accessible; N/C: Not Coated; C(O)V: Covered; VR - Vinyl Replacement

Notes: _____



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 181 STATE STREET, NEW LONDON, CT Apt. #: _____
 Floor: 2 Room: PRIVATE OFFICE RM. 11 Page _____ of _____
 Project Name: CLINIC NEW LONDON Project Number: 20100650. AIE
 Project Manager: ASAS POKORNY Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	CON							CARPET
D	Baseboards	0.0		W					
A	Wall	29.9	✓	P					
B	Wall	29.9	✓		✓				LOSS DAMAGE
C	Wall	29.9	✓						
D	Wall	29.7							
D	Chair rail	0.0		W					
	Ceiling	29.9	✓	P	✓				MOST OF CEILING
D	Crown Molding	0.3		W					
D	Door	0.3		W					
	Casing	0.0							
	Jamb	0.0							
	Door								
	Casing								
	Jamb								
C	Window Trim	0.1		W					
	Sill	0.1		W					
	Sash	0.0		M					
	Well	0.2		M					
	Cabinet Base								
	Door Exterior								
	Door Interior								
	Walls								
	Shelves								
	Shelf Supports								
	Closet Shelf								
	Shelf Supports								
C	Radiator	0.0		M					
	Wall Molding								

* Substrate Type; Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B
 N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement

Notes: _____



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 181 STATE STREET, NEW HAVEN, CT Apt. #: _____
 Floor: 3 Room: MAN'S RESSROOM Page _____ of _____
 Project Name: CITY OF NEW HAVEN Project Number: 20200450. AIE
 Project Manager: ASHLEY CAWDELL (If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor								
	Baseboards								
A	Wall	29.9	✓	P					
B	Wall	29.9	✓	P					
C	Wall	29.9	✓	P					
D	Wall	29.9	✓	P					
	Chair rail								
	Ceiling			P	✓				LD OF DAMAGE
	Crown Molding								
B	Door	0.1		W					STALL EDGE
	Casing								
	Jamb								
	Door								
	Casing								
	Jamb								
	Window Trim								
	Sill								
	Sash								
	Well								
	Cabinet Base								
	Door Exterior								
	Door Interior								
	Walls								
	Shelves								
	Shelf Supports								
	Closer Shelf								
	Shelf Supports								
	Radiator								
	Wall Molding								
D	WALL	5.3	✓	TILE					SUBSTRATE TILE - MIXED WALL
D	WALL	0.1		W					
C	WALL	29	✓	TILE					SUBSTRATE TILE

* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B
 N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement

Notes: _____



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

LEAD INSPECTION - COMMON AREAS

Address: 101 STATE STREET, NEW LONDON, CT Apt #:
 Floor: 2/3 Room: STAIRS - 203A Page of
 Project Name: CITY OF NEW LONDON Project Number: 21A0100D.A1E
 Project Manager: ASHLEY BROWN (If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
A	Wall	0.1		P					ELEVATOR SKIPT
B	Wall	29.9	✓						
C	Wall	29.9	✓						
D	Wall	29.9	✓						
	Floor	COV							
	Tread								
	Riser	NC		STU					
	Nutplate								
	Baseboard	NC		STU					
	Hand Railing								
	Post	29.9		STU					
	Railing Cap	NC		STU					
	Newel Post	NC		STU					
	Hand Rail	NC		M					
	Door								
	Window								
	Trim								
	Window Trim	0.1		W					
	Sill	NC		STU					
	Sash	0.1		M					
	Well	0.0		M					
	Handrail								
	Ceiling	29.9	✓	P					
	Spillway	29.9	✓	W					
C	Wall	0.1		W					LEADER WINDOW - DARK GREEN

* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B
 N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement
 Notes: STU = STU



FUSS & O'NEILL
EnviroScience, LLC

146 Hartford Road, Manchester, CT 06040

*2nd Fl
Center Office*

www.fando.com

(860) 646-2469 Fax (860) 649-6883

XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 151 STATE STREET, NEW HAVEN, CT Apt. #: _____
 Floor: 2 Room: RESTORER'S OFFICE/REAR Page _____ of _____
 Project Name: CITY OF NEW HAVEN Project Number: 20200050 - A1E
 Project Manager: RESTORER'S OFFICE Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	0.0							CARPET
D	Baseboards	0.1		W					
A	Wall	29.9	✓	P					
B	Wall	29.9	✓						
C	Wall	29.9	✓						
D	Wall	29.9	✓						
D	Chair rail	0.0		W					
	Ceiling	29.9	✓	P					
C	Crown Molding	0.2		W					
C	Door	0.0		W					
	Casing	0.0							
	Jamb	0.0							
	Door								
	Casing								
	Jamb								
A	Window Trim	0.1		W					
	Sill	0.0		W					
	Sash	0.1		M					
	Well	N/A		M					CARPET OVER WINDOW
	Cabinet Base								
	Door Interior								
	Door Exterior								
	Walls								
	Shelves								
	Shelf Supports								
	Cabinet Shelf								
	Shelf Supports								
A	Radiator	0.1		M					
	Wall Molding								

* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B
 N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement

Notes: _____



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 181 STATE STREET, NEW HAVEN, CT Apt. #: _____
 Floor: 2 Room: LARGE RECEPTION Page _____ of _____
 Project Name: CITY OF NEW HAVEN Project Number: 20100050. ATE
 Project Manager: ASHLEY HOWARD Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	COV							TILE
	Receboards								
A	Wall	12.3	✓	P	✓				UPPER } 90 SF DAMAGE
B	Wall	29.9	✓	↓	✓				
C	Wall	29.9	✓	↓	✓				
D	Wall	8.4	✓	↓	✓				
	Chairs								
	Ceiling	N/A		P	✓				720 HIGH
	Crown Molding								
A	Door	0.0		W					
	Casing	0.0		↓					
	Jamb	0.1		↓					
	Door								
	Casing								
	Jamb								
B	Window Trim	0.2		W					
	Sill	0.1		W					
	Sash	0.0		M					
	Well	0.1		M					
	Cabinet Base								
	Door Interior								
	Door Exterior								
	Walls								
	Shelves								
	Shelf Supports								
	Closet Shelf								
	Shelf Supports								
D	Radiator	0.1		M					
	Wall Molding								
A	WALL	4.2	✓	TILE					GLAZED TILE - 90 SF TOTAL

† Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B
 N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement

Notes: _____



FUSS & O'NEILL
EnviroScience, LLC

Ext

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

XRF FIELD DATA SHEET - EXTERIOR OF SIDE A

Address: 181 STATE STREET, NEW LONDON, CT

Page of

Project Name: CITY OF NEW LONDON

Project Number: 20100600.A1E

Project Manager: KEVIN RAYMOND DORRIS (If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Foundation	4.1	✓	NA	✓				LIGHT PEST
	Slab Panel	-0.1		NA					CRACK PEST
	Concrete Panels	-0.1		W					SLAB PEST
	Siding								
	Upper Trim								
	Door	-0.3		M					
	Casing	-0.1		I					
	Jamb	-0.1		B					
	Threshold	NR		NA					
	Kick Board								
	Window Sill								
	Window Sill								
	Trim								
	Sash								
	Blind Stops								
	Storm Window								
	Basement Sash								
	Frame								
	Bulkhead								
	Downspouts								
	Porch Floor								
	Ceiling Joist								
	Lower Trim								
	Lower Railing								
	Balusters								
	Railing Cap								
	Ceiling								
	Lattice								
	Lattice Frame								
	Support Columns								
	Column Base								
	Brackets								
	Hand Rails	-0.1		M					GLAZING
	Treads								
	Risers								
	Concrete <u>BRUNNEN 2/4</u>			NA					CONCRETE, G/S 2E LEAD PEST



FUSS & O'NEILL
EnviroScience, LLC

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

XRF FIELD DATA SHEET - EXTERIOR OF SIDE D

Address: 181 STATE STREET, NEW LONDON, CT

Page of

Project Name: CITY OF NEW LONDON

Project Number: 20200601.A1E

Project Manager: KEVIN ROYCE/DREYER (if Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Foundation	0.0		M					FIRE ESCAPE
	Skirt Board								
	Corner Boards								
	Siding								
	Upper Trim								
	Door	2.1	✓	M	✓				
	Casing	7.5	✓	W	✓				
	Jamb	19	✓	M	✓				
	Threshold	NSC		M					
	Kick Board								
	Storm Door								
	Window Sill								
	Trim								
	Sash	5.2	✓	M	✓				WHITE PIGMENT
	Blind Stops								
	Storm Window								
	Basement Sash								
	Frame								
	Bulkhead								
	Downspouts								
	Porch Floor								
	Ceiling Joist								
	Lower Trim								
	Lower Railing								
	Balusters								
	Railing Cap								
	Ceiling								
	Lattice								
	Lattice Frame								
	Support Columns								
	Column Base								
	Brackets								
	Hand Rails								
	Treads								
	Risers								
	Stringers								

LEAD PAINT CORRECTIVE WORK SCHEDULE

Interior Lead Paint Corrective Work

 Property Address: City Hall, 181 State Street, New London, CT

 Inspection Report Date: June 21, 2010

Room Name	Surface/Component	Side	Quantity	Correction Method	Comments
1 st Floor Lobby	Radiator	D	<1 SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.
1 st Floor Probate Judge's Chambers	Walls	A,B,C, D	1 SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.
1 st Floor Ladies Restroom	Ceiling		100 SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.
2 nd Floor Private Office-Room 11	Walls	A,B,C, D	10 SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.
2 nd Floor Private Office-Room 11	Ceiling		140 SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.

Key: REM - Paint Removal
 STB - Stabilize Paint by Re-Painting
 SF - Square Feet
 LF - Linear Feet

 Project Planner/Designer: David T. Kohl

 Certificate No.: 001705

 Date: September 3, 2010

 Sheet 1 of 3

Room Name	Surface/Component	Side	Quantity	Correction Method	Comments
2nd Floor Ladies Restroom	Walls-Upper	A,B,C, D	80 SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.

LEAD PAINT CORRECTIVE WORK SCHEDULE
Exterior Lead Paint Corrective Work

 Property Address: City Hall, 181 Union Street, New London, CT

 Inspection Report Date: June 21, 2010

Area	Surface/Component	Side	Quantity	Correction Method	Comments
Exterior	Light Post	A	< 1SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.
Exterior	Door Casing	C	< 1SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.
Exterior	Door	D	< 1SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.
Exterior	Door Casing	D	< 1 SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.

Key: REM - Paint Removal
 STB - Stabilize Paint by Re-Painting
 SF - Square Feet
 LF - Linear Feet

 Project Planner/Designer: David T. Kohl

 Certificate No.: 001705

 Date: September 3, 2010

 Sheet 2 of 3

Area	Surface/Component	Side	Quantity	Correction Method	Comments
Exterior	Door Jamb	D	<1 SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.
Exterior	Window Sash	D	< 1 SF	REM STB	Remove all loose, flaking paint/make intact using wet methods. Re-paint with building owner approved painting and primer products. Decontaminate floor to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.

Key: REM - Paint Removal
 STB - Stabilize Paint by Re-Painting
 SF - Square Feet
 LF - Linear Feet

Project Planner/Designer: David T. Kohl

Certificate No.: 001705

Date: September 3, 2010

Sheet 3 of 3