

CITY OF SHELTON

RFQ BID # 2023-38

**Rehabilitation of 175 Isinglass Road, Shelton, CT**

Sealed Bids (**one original, two copies**) must be delivered and received at the Office of the Purchasing Agent, Room 200-B, 54 Hill Street, Shelton, CT 06484 **BEFORE 11:00 AM LOCAL TIME on May 11, 2023** and publicly opened and read aloud at 11:30 A.M. on May 11, 2023 in room 200-B City Hall, Shelton, CT.

There is a **MANDATORY PRE-BID WALK THROUGH** meeting of the subject property on **May 4, 2023 at 10:00 AM**, sharp. Plan accordingly.

All questions must be submitted in writing via email to Elizabeth Saint John at: [e.saintjohn@cityofshelton.org](mailto:e.saintjohn@cityofshelton.org)

**\*\*\*\*\* It is the VENDOR's responsibility to view the City of Shelton Website DAILY, up to date of bid opening, to check for any additional bid information added to the site needed for your bid submission (such as addenda). \*\*\*\*\***

The Purchasing Department at Shelton City Hall is **Closed on Mondays**.

City of Shelton is an Affirmative Action / Equal Opportunity Employer

Paul Hiller, Finance Director  
(203) 924-1555 x 1304  
Email Enquiries: [e.saintjohn@cityofshelton.org](mailto:e.saintjohn@cityofshelton.org)

April 26, 2023



**City of Shelton**  
Purchasing Department  
54 Hill Street  
Shelton, CT 06484  
Invitation to Bid # 2023-38

Sealed bids will be received by the Purchasing Agent at the City of Shelton Purchasing Department, Second Floor, City Hall, 54 Hill Street, Shelton, Connecticut 06484, up to:

**11:00 AM on 5/11/23**

To provide labor, materials, equipment and all else necessary for Rehabilitation of 175 Isinglass Rd, Shelton, CT to the City of Shelton, CT 06484, based on the attached specifications.

Notes:

1. Proposals are to be submitted in a sealed envelope and clearly marked "Bid # 2023-38 and Rehabilitation of 175 Isinglass Rd, Shelton, CT" on the outside of the envelope, including all outer packaging, such as DHL, FedEx, UPS, etc.
2. One original of the bid must be submitted; additional copies may be requested in the specifications.
3. It is the sole responsibility of the bidder to see that the bid is received by the City of Shelton Purchasing Department prior to the time and date noted above. Bids are not to be submitted via email or fax.
4. Bids may not be submitted with plastic binders or covers, nor may the bid contain any plastic inserts or pages.
5. The bid opening will be in room 200-B of Shelton City Hall at 11:30 AM on and will comply with Covid-19 restrictions in place at the time.
6. The City of Shelton is an Affirmative Action / Equal Opportunity Employer.

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Paul Hiller, Director of Finance  
City of Shelton



City of Shelton  
Purchasing Department  
54 Hill Street  
Shelton, Connecticut 06484

### Requirements For All Bids, Requests for Proposal, and Requests for Qualifications

Please refer to this document when preparing and submitting a bid, proposal, or statement of qualifications to the City of Shelton.

- Number of Copies: Submit one original and one copy of all documents, unless additional copies are requested. The original bid must include the notarized non-collusion statement; copy(s) must include the same form.
- Non-collusion Form: This form must be notarized and accompany all submittals; failure to include the non-collusion form may result in rejection of the bid.
- Bid Proposal Form / Pricing: All bid prices must be valid for no less than ninety (90) days from the bid opening date, bid extension date, or clarification of contracts.
- Bonding: The City requires a five percent (5%) bid bond for construction projects to be submitted with the bid. Connecticut Statute 49041 requires any construction contract exceeding \$100,000.00 for public work shall furnish to the City a payment bond in the amount of the contract, which shall be binding upon the award of contract, with the surety or sureties satisfactory to the City, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract.
- Tax Bonds: All non-resident construction contractors are required to post a Guaranty Bond (form AU-766) or Cash Bond (form AU-72) in the amount required by the State of Connecticut. This bond will secure payment for applicable taxes payable to the State with regard to the project.
- Insurance: The successful contractor shall be required to furnish a Certificate of Insurance acceptable to the City, naming the City as an additional insured; please note bid title on all insurance forms.
- Prevailing Wage: Under the Davis-Bacon Act, for construction projects for public works, a prevailing wage schedule must be part of any and all specifications. Construction projects that are considered remodeling, refurbishing, rehabilitation, alteration or repair(s) whose value exceeds \$100,000.00 must provide prevailing wage schedule with all specifications. This is also true when new construction is greater than \$400,000.00. For questions on prevailing wage requirements, visit the State Department of Labor website <https://www.ctdol.state.ct.us/>
- Waiver or Rejection of Bids: The City Board of Aldermen and/or Board of Education reserve the right to reject any and all bids in whole or in part, or to waive any informality or technicalities, said proposals; or to accept any proposal or part thereof deemed to be in the best interest of the City of Shelton. Please be advised that no work or supply of goods and/or services may begin without a signed purchase order or agreement, which are **the City's legal documents** awarding the work and official notice to proceed. The City will not be responsible for any work, goods or services provided in advance of issuance of a signed purchase order or agreement.
- Requirements of a specific bid may supersede the above.

The City of Shelton (“City”) is seeking competitive bids / requesting proposals (RFP)/ requesting qualifications / (RFQ) for Rehabilitation of 175 Isinglass Rd, Shelton, CT

#### **Addenda / Requests for Information (RFI)**

Addenda concerning important information and/or addenda and/or modifications to specifications will be posted to the City of Shelton website at <http://cityofshelton.org/purchasing/>. It is each Bidder’s sole responsibility to monitor the above website for all updated information; addenda will not be mailed, e-mailed or faxed out. Questions concerning this specifications and bidding procedures are to be submitted in writing to Elizabeth Saint John, Purchasing Department, [e.saintjohn@cityofshelton.org](mailto:e.saintjohn@cityofshelton.org). Written requests for information will not be accepted after 10:00 AM on 5/8/23. Verbal requests for information will not be accepted. Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions. A response in the form of an addendum will be posted to the City’s website on or about 5/9/23; it is the bidder’s sole responsibility to monitor the website for updated information about this bid.

Any contact about this bid between a Bidder and any other City official and/or department manager and/or City of Shelton employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person, or in any other manner other than specified above.

#### **Requirements**

Any sizes or estimates of quantities as shown on drawings or stated herein are approximate and are not guaranteed in any respect. The City reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.

Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc., required to properly complete the project.

The City of Shelton reserves the right to award the bid with multiple items:

- To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- And may add, subtract, or delete any item and/or quantity as deemed in the best interest of the City.

The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.

The successful bidder MUST secure all required permits (local, state, federal) prior to commencing work on the site.

### **Scope of Work / Specifications**

See enclosed Project Manual for scope of work and Specifications.

### **Bid Requirements**

If necessary: Please provide the following information with your bid:

Qualifications and relevant licenses

Experience: List of past projects

Client list: List all clients within past 5 Years, including names and contact information

Personnel Qualifications and Resumes

Insurance Requirements: COI containing proof of liability insurance and Work Comp Insurance

Experience Modification Rating: The bidder's Workers Compensation Experience Modification Rating (EMR) must be 1.0 or lower. Bidders with an EMR higher than 1.0 are permitted to submit a bid for this project, however, the City of Shelton reserves the right to reject any or all bids from bidders with an EMR higher than 1.0. The 1.0 EMR limitation also applies to all lower tier trade subcontractors for this project.

### **Award Criteria**

Unless stated otherwise, the City intends to award the contract for a one year term to the lowest responsible firm meeting the City's specifications, based on the combination of fee, experience, qualifications, and demonstrated ability to perform the work safely and in conformance with all applicable laws and regulations. The City reserves the right to reject any and all bids, or to waive any informality to technicalities of proposals, or to accept any proposal deemed to be in the best interest of the City of Shelton.

The agreement may not be assigned, transferred or sublet in any manner or portion without the specific prior knowledge and consent to do so by the City. The agreement may not be assigned, transferred or sublet in any manner or portion without the specific prior knowledge and consent to do so by the City.



**City of Shelton  
Purchasing Department  
54 Hill Street  
Shelton, Connecticut 06484**

Suspension and Debarment:

The City of Shelton (“City”) will not enter into contracts with parties that have been debarred, suspended or excluded from Federal assistance programs per 2 CFR Part 180 and Part 1532 and 40 CFR Part 31.35.

Further, the bidder is required to verify that the bidder, or its principals, as defined at 49 CFR 19.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.40 and 29.945.

The bidder is required to comply with 49CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The certification in this clause is a material representation of fact relied upon by the City if it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



NON-COLLUSION AFFIDAVIT

CITY OF SHELTON  
54 HILL STREET  
SHELTON, CT 06484

State of ( \_\_\_\_\_ ):

County of ( \_\_\_\_\_ ):

I state that I am the \_\_\_\_\_ of \_\_\_\_\_  
(title) (name of firm)

And that I am authorized to make this affidavit on behalf of my firm, its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- (1) The price and amount on this proposal has been arrived at independently and without consultation, communication, or agreement with any other bidder/proposer.
- (2) Neither the price(s) nor the amount of this proposal and approximate price(s) nor approximate amount of this proposal has been disclosed to any other firm or person who is a bidder/proposer and that no disclosure of these items will be made prior to proposal openings.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally higher or non-competitive proposal.
- (4) Neither the said bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, 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 for any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Shelton, owner, or any person interested in the proposed Contract.
- (5) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other non-competitive proposal.
- (6) I state that \_\_\_\_\_ understands and

(name of firm)

acknowledges that all representations of this affidavit are material and important, and will be relied on by the City of Shelton in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Shelton of the true facts relating to the submission of proposals/bids for this contract.

\_\_\_\_\_  
Signature of Bidder / Proposer

Sworn to and subscribed before this \_\_\_\_\_ date of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public) My Commission Expires \_\_\_\_\_

Bid Submission Label

Instructions:

- Detach this form at dotted line below
- Complete the form (bid # required)
- Attach form to **OUTSIDE** of your bid package

ALL ENVELOPES, BOXES, UPS, FED-X PACKAGES ARE TO BE SUBMITTED WITH THIS LABEL  
SUBMIT BID PACKET IN DULICATE, UNLESS SPECIFICATIONS REQUEST MORE  
TAPE LABEL & PLACE ON ALL BID SUBMISSIONS TO THE CITY

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**CITY OF SHELTON BID SUBMISSION**

Name of Bidding Company	Bid-Re-Bid/RFQ#	# of Package(s)
_____	_____	# ___ of ___ Package(s)

Address of Company Bidding	Phone #	Contact Person (Print)
_____	_____	_____

Email address: \_\_\_\_\_

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**CITY OF SHELTON**  
**Small Cities Housing Rehab Program**  
**Sponsored in Conjunction with Funding from Connecticut's**  
**Department of Economic and Community Development**

**PROJECT MANUAL**

**For Rehabilitation Work to**

**Katherine Moran Residence**  
**175 Isinglass Road**  
**Shelton, Connecticut 06484**

- **Part 1: Invitation to Bid**
- **Part 2: General Conditions**
- **Part 3: Scope of Work**
- **Part 4: Property Owner Verification/Bid Proposal**
- **Part 5: Right of Rescission and Homeowner's Letter**
- **Regarding Notice to Proceed**
- **Part 6: Specifications**

**PROGRAM COORDINATORS**

**Paul J. Grimmer**  
**Grant Administration**

**Aleta Miner**  
**Project Administrator**

**Thomas Foley**  
**Rehabilitation Specialist**

**Date: April 27, 2023**

**Project SH-2023-01**  
**Bid # 2023-38**

**PART 1: INVITATION TO BID**

April 27, 2023  
Project # SH-2023-01  
**RFP Bid # 2023-38**

Project Address:  
175 Isinglass Road  
Shelton, CT 06484

All bids are to be sealed, no emails or faxes, and are due at City Hall, Attention: Elizabeth St. John, Purchasing Department, City of Shelton, 54 Hill Street, Shelton, CT 06484 by 11:00 AM no later on Thursday, May 11, 2023. They will be opened and read aloud starting by 11:30 AM that same day. Provide proposals in a sealed manila envelope with Project #SH-2023-01, RFP Bid #2023-38, and project address clearly using return label provided within and placed on the exterior.

All proposals must include one original and one copy.

Proposals to include the Invitation to Bid (one page) and the Bid Proposal Form (six pages) clearly and completely filled out. The proposals are to:

- Include Notarized Non-Collusion Affidavit.
- Attach addenda if applicable.
- Attach and complete bid envelope label.

A mandatory site walk/pre-bid will be held Thursday, May 4, 2023, at the following location and time:

10:00 AM  
175 Isinglass Road  
Shelton, CT 06484

Note: Late arrivals to the pre-bid meeting will not be permitted entry.

**The City of Shelton is an Affirmative Action/Equal Opportunity Employer Section 3 and WBE/MBE/SBE are encouraged to reply.**

## **PART 2: GENERAL CONDITIONS**

**OWNER: Katherine Moran**  
**ADDRESS: 175 Isinglass Road**  
**Shelton, CT 06484**

**PROJECT #SH-2023-01**  
**Bid # 2023-38**

1. The purpose of this HUD and DECD sponsored 0% interest deferred loan housing rehabilitation program is to make good faith efforts to assist qualified low-and moderate-income property owners in making their properties safe, decent, and affordable. Eligible repairs include code, health and safety compliance modifications, including but not limited to building envelope and energy efficiency upgrades. General property improvements should be limited to 15% of the rehabilitation loan amount. Luxury items are not permitted.
2. Please note that this housing rehabilitation program is pragmatic rather than ideal. Product and workmanship expectations are median rather than ideal; resources are limited, and homeowners are required to cooperate in the goals of the housing rehabilitation specialist and contractor which include reasonable and cost-effective use of time and resources. Homeowners who are unable to work effectively with the contractor and housing rehabilitation specialist within reasonable time and dollar limits risk dismissal from the program prior to contract signing and contract non-compliance post contract signing. In the event of contractor cancellation due to homeowner non-compliance, contractor is entitled to reimbursement for permit cost and cost of materials and associated labor for completed tasks. Management or coordination or profit and overhead are not reimbursable. Costs will be mediated by the rehab specialist.
3. In the event that the homeowner is dissatisfied with the work performed although the work has been completed to industry standards, approved by the local municipality's code enforcement officials and approved by the rehabilitation specialist, the homeowner's approval will be overridden, full payment will be issued to the contractor and the project will be officially closed.
4. The owner is responsible for removal or relocation from the respective work areas the following, including but not necessarily limited to: personal belongings, window treatments, small furniture, fixtures, area carpets, interior and exterior plants. The contractor will be responsible for covering and protecting large furniture unable to be removed from the respective work areas.
5. The Contractor, unless otherwise specified, shall provide all labor, materials, tools, equipment, and related items required for the erection and completion of all work indicated in this project manual and as may be inferred, implied or otherwise necessary for the proper execution of the work.
6. The Contractor shall pay all necessary taxes, fees, and permits necessary to complete all of his work as detailed on the attached scope of work.
7. The premises herein shall be occupied during the course of the construction work.

8. All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality, HUD requirements or compliance with the latest edition of the International Building Code, which ever applies and is the strictest. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.
9. The Contractor certifies that he has familiarized himself with the requirements of the specifications and plans and understands the extent and character of the work to be done, and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid.
10. The selected Contractor must, prior to contract signing, supply the Municipality and the Owner with the original certificates of insurance for workers compensation insurance and general liability insurance with a broad form contractual endorsement with minimum limits of one million (\$1,000,000.00) dollars per occurrence for bodily injury and five hundred thousand (\$500,000.00) dollars per occurrence for property damage and Auto Liability insurance in accordance with State law. The Contractor shall indemnify and save and hold harmless the Owner and the Municipality under these policies, which shall list the Municipality, its agents and the Owner as additional insured.
11. The Shelton Economic Development Corporation (hereinafter referred to as the "Consultant") must be notified prior to start of work of any subcontractor to be paid for work on the job who is different from the subcontractor identified in original bid proposal.
12. The Contractor agrees that all services offered by the Municipality through the Consultant, which may affect the Contractor, are offered by the Municipality in order to assist in the project implementation and the necessary program compliance. The Contractor agrees to, upon review and acceptance of such services provided, indemnify, defend, save and hold harmless the Municipality and Consultant, their officers, agents and employees from whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Municipality or Consultant which shall arise out of or result from Consultant's performance in good faith of services pursuant to the Professional Services Contract. The Contractor agrees that the Consultant shall not be liable to the Contractor, its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to the Professional Services Contract.
13. Working times for the project shall be Monday through Friday 8 am to 5 pm (EST). Contractors must request permission from owner and be in compliance with local municipal ordinances prior to working longer hours or weekends.
14. All materials shall be new and of acceptable quality. The Contractor shall submit proof of purchase of warrantee items at closeout. The property Owner shall select all colors, models, etc. as per scope of work. All materials and work must be applied in accordance with the applicable manufacturer's latest instructions and specifications, and in accordance with Federal prohibitions against the use of lead paint.

15. All manufacturers' warranties are to be extended to the property Owner free and clear of all liens. Unless otherwise specified, all labor, material, and workmanship provided by the Contractor shall be guaranteed by the Contractor, including that of subcontractors, for a one (1) year period from the date of the Final Payment. This guarantee shall be in addition to and not in limitation of, in lieu of, or modify and other guarantee that is due the property Owner from any manufacturer.
16. The Contractor shall repair or replace all work, materials and equipment which are found to be defective during construction and the guarantee period. Repair shall include all damage to surrounding work caused by the failure and/or necessary for the repair or replacement of the defect. All repairs and replacements shall be performed at no additional expense to the Owner and shall be completed promptly after the Contractor receives notice of the defect.
17. The Contractor shall take all necessary measures and precautions to protect the surroundings from damage occurring due to performance of the work. All areas and surfaces of the existing building which are affected by the execution of the new work (removals, demolition, repairs etc.) shall be patched and restored to either match the existing adjacent conditions or to match the new work, whichever is applicable. If such damage occurs it will be repaired by the Contractor at no cost to the Owner. Contractor shall provide all temporary shoring, bracing and other construction (interior and exterior) required to perform the work of this contract.
18. The Contractor shall dispose of all debris and remove all material resulting from his work in accordance with local and State law. The Contractor shall police and maintain a clean and safe job site daily. He shall reinstall accessories taken down and clean up all scrap around the project and remove fingerprints. All on-site maintenance relating to the performance of the work shall be the responsibility of the Contractor until the Certificate of Completion is issued. The project shall be maintained in a habitable and safe condition daily if the project is to remain occupied.
19. Materials and products not otherwise specified in these documents shall be to match building standards and existing conditions, provided such items are in compliance with all applicable codes. Such codes set the minimum standards to be achieved.
20. All work shall be neat and accurate and done in a manner in accordance with customary trade practices. **The Contractor, at a minimum, shall leave the premises broom clean and orderly after each working day and shall keep the premises free from accumulation of materials and rubbish by disposing of such debris in an onsite disposal container or removed by vehicle in accordance with all applicable state and local regulations.** At the completion of the project the Contractor shall remove all excess materials from the site. Any surplus material agreed to be left for the owner shall be stored neatly by the contractor in a location directed by the owner free from weather, spoilage or pilferage.
21. The Contractor shall coordinate any work which interfaces with other Contractors or with the operations of the Owner. The Contractor shall take all necessary precautions to prevent fire, bodily injury, damage to property and any other calamities that may arise which pose a threat to life, limb property.

22. The Contractor shall not make any changes to the scope of work unless a change order is processed and fully executed by the property Owner and the Program.
23. The owner is responsible for removal or relocation from the respective work areas of the following but not necessarily limited to; personal belongings, window treatments, small furniture, fixtures, area carpets, interior and exterior plants. The contractor will be responsible for covering and protecting large furniture unable to be removed from the respective work areas.
24. The Owner may cancel this contract within three days of signing and not be liable to the Contractor or the Municipality. Should the Owner opt to cancel they must sign and send the attached cancellation notice, see Attachment A, to the Contractor, otherwise the Owner shall issue a Notice to Proceed authorizing the contractor to commence with the proposed improvements.
25. The Contractor shall commence work under this contract within 15 days of the date of the notice to proceed and complete work within **45** days of the notice to proceed.
26. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate Contractor employed by the Owner, or by changes ordered in the work or by labor disputes, fire, unusual delay in delivery of materials, transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which justifies the delay, the contract time shall be extended by Change Order for such reasonable time as may be agreed upon by all parties. It shall be the responsibility of the Contractor to request and document in writing such extensions within three (3) calendar days.
27. In the event that the Contractor does not commence or pursue the work as hereinafter stated, then the Owner shall have the right to terminate this agreement and to hire a successor Contractor to perform the work. Any such termination shall be by certified mail to the address noted in this agreement, and shall be effective as of the date of mailing. Payments by the Owner in the event of termination shall be as follows:
28. The successor Contractor shall first be paid and then the terminated Contractor. Payments to the terminated Contractor shall be limited both as to those funds remaining after payment to the successor Contractor but shall not exceed the value of the work actually performed by the terminated Contractor. Further, should the total cost for work performed under this contract exceed the amount stated in this agreement due to the Contractor's termination, then the Owner shall have a cause of action against the terminated Contractor for any such additional cost.
29. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall, thereupon, have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all unfinished work required by the Contractor under this Contract shall, at the option of the Owner, be completed or not.

30. The Contractor may request a maximum of 1 progress payment as work is completed in accordance with the attached specifications. The request shall be in the form of an itemized bill for that portion of work completed by the Contractor. All requests for payment shall be accompanied by a fully executed Lien Waiver, on a form provided by the Program. Final payment is contingent upon the receipt of a signature of the respective inspector for which each permit was issued. The Contractor shall be responsible for obtaining the signatures and presenting them upon final payment. No final payment shall be made until the project has been shown to be free of all liens and restriction and all guarantees from the Contractor and from manufacturers, as they apply to the work, are presented to and accepted by the Owner.
31. All claims or disputes between the Owner and Contractor arising out of or related to the work shall be resolved in accordance with Construction industry arbitration rules of the American Arbitration Association (AAA), unless the parties mutually agree otherwise. The Owner and Contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to AAA. Notice of the demand for arbitration shall be filed in writing, with a copy to the other party to this Construction Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the Owner, the arbitrator may award costs and attorney's fees in favor of the Owner. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the Contractor, the arbitrator may award costs and attorney's fees in favor of the Contractor.

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

32. Section 3 of the Housing and Urban Development Act of 1968 applies to this contract if the amount of HUD assistance exceeds \$200,000 or the contract or subcontract exceeds \$100,000. The Contractor shall, to the maximum extent feasible, provide opportunities for training and employment in connection with this contract to low-income persons residing in the PMSA relevant to the project location. Where the preceding applies, contractors must comply with the following Section 3 Clause:
- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract

certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set for the minimum number and job titles subject to hire, availability of apprenticeship for training positions, the qualifications for each; and the name of apprenticeship and training positions, the qualifications for each; and the anticipated date the work shall begin.
  - D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violations of the regulations in 24 CFR part 135.
  - E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under CFR part 135.
  - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
33. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, national origin, or mental or physical disability during the performance of this agreement. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, without regard to their race, color, creed, religion, sex, sexual preference, national origin or mental or physical disability. This provision will be inserted in all subcontracts, if any, for work covered by this agreement.

#### 34. Equal Employment Opportunity (EEO) Clause

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure



that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  - 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
  - 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
35. In the event of the Contractor's noncompliance with this equal opportunity clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Presidential Executive Order 11246, or by rule, regulations, or order of the Secretary of Labor or as provided by law.

36. The following applies to all contracts of \$10,000,000.00 or more: SECTION 402 VETERANS OF THE VIETNAM ERA. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
37. No officer, employee or member of the Governing Body of the Municipality shall have any financial interest, direct or indirect, in this contract or the proceeds of this loan.
38. The Owner and/or Municipality retains the right to reject any or all bids or any part of any bid in part or in whole if deemed to be in the best interest of the Owner and/or Municipality.
39. Substitutions of materials from that specified are only allowed on an approved/equal basis. The Contractor must submit written documentation of the substitute item or material for approval by the Owner and Program prior to making such substitution. Any items or material substituted by the Contractor without prior written approval of the Owner and Program will at the Contractor's expense be replaced if it is determined not to be equal to the item or material specified. Any surrounding, adjoining, or dependent items affected by replacement of the unequal substituted material shall also be replaced, reworked, and reinstalled at no cost to the Owner.
40. Bids shall contain prices for general categories of work and/or items as specified on the attached sheets. In the event of a discrepancy between prices listed in the specifications and those on the cost summary sheet, the prices listed on the specification for that section shall prevail. In the case of a mathematical error by the Contractor, the correct sum of the individual line items in the specifications (not in the cost summary) shall be the Contractor's bid.
41. All bids shall remain in effect for thirty (30) calendar days.
42. The Owner will supply all necessary power required by the Contractor at no additional cost to complete his work. Power shall be limited to the use of existing outlets and shall not exceed the existing capacity of the system. Power required over the capacity of the existing electrical system shall be the responsibility of the Contractor. Heating during construction shall be supplied by the Owner.
43. The Consultant hereby states that she has no knowledge of any possible existence of asbestos at this site and that she cannot and will not be held liable for any unseen or unknown asbestos related conditions that may arise during the work. If such conditions should be discovered, the Contractor shall stop all work immediately and notify the Owner of such. The Owner shall be responsible for

making arrangements for the safe and legal removal of asbestos as required. The Contractor shall not be expected to resume work until such removals are affected in as safe and legal manner.

#### 44. OTHER PROVISIONS – LEAD BASED PAINT

Any and all rehabilitation work under this Agreement will comply with the requirements of the Federal Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

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

Beginning April 22, 2010, the Contractor is required to have a certificate from a 6-hour EPA/HUD RRP lead remediation course.

45. The Contractor shall comply with the provisions of the immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Municipality, its agents, including Signal Rock Consulting and the Homeowner harmless for the failure to comply with the provisions of said Act.

## **PART 3 SCOPE OF WORK**

Moran Residence  
175 Isinglass Road  
Shelton CT 06484

Project #SH-2023-1

April 27, 2023

### **Please Note:**

The following information is to be used in conjunction with specifications, project archived photos and pre-bid site walk.

### **General:**

The following is an outline of the Scope of Work. This Scope of Work includes all labor and materials required to perform the construction work as described below. The contractor is responsible for obtaining permits, providing complete, thorough, and compliant services to all work, and for coordinating as appropriate with the work of all other trades specified elsewhere. All work must be performed in compliance with all applicable National, State, and Local Codes.

### **Lead:**

This project is funded by the Department of Housing and Urban Development (HUD) and requires the use of lead safe work practices under 24 CFR Part 35 (Lead Based Paint Poisoning Prevention and Control in Certain Residential Structures). A Lead Inspection and Risk Assessment was performed on January 14, 2023 at this property by EnviroPlan LLC. Lead hazards were found. A clearance inspection by the city's Lead Inspector (EnviroPlan LLC) is required before work is considered complete. Please see attached lead report for more information on lead findings.

### **1) Windows (Division 8)**

- A. Remove and discard of existing casement windows.
- B. Replace with vinyl replacement windows, verify sizes.
  - a. "A" façade- (7) single double hung windows.
  - b. "B" façade- (1) double hung window,
  - c. "C" façade- (4) single double hung windows, (2) basement windows
    - i. Bathroom window to be replaced with tempered window.
  - d. "D" façade- (2) double hung windows, (2) basement windows.
- C. Windows to be manufactured to meet Energy Star Criteria for the Northern Climate Region (with energy star glazing package and .27 u-factor or under).
  - a. Paint or stain new or disturbed work.
  - b. Install insulation in cavities and caulk all edges.
  - c. Add interior/exterior stops as needed.
  - d. Ensure proper exterior insulation and wrap.
  - e. All operable units to include full standard fiberglass mesh screens.
  - f. Existing grid pattern to remain on all DH windows.

- D. Window grill configuration to be determined at site walk and included in addendum.
- E. All work to be performed to the City of Shelton building code requirements.

**2) Doors (Division 8)**

- A. Provide and install new front entry door (verify size and handing).
  - a. Located on "A" façade.
  - b. Remove and dispose existing door and jamb.
  - c. Therma-Tru "Smooth Star", "Benchmark" Energy Star or an approved equal.
  - d. Provide similar glass configuration to match existing door. TBD
  - e. Double bore with Reeb on Guard jambs.
    - i. Paint door trim and jamb as per manufacturer's recommendations.
    - ii. Reinstall interior trim, paint and caulk.
- B. Provide and install door hardware.
  - a. Finish to be chosen by Home Owner.
  - b. \$125.00 maximum hardware budget.
- C. Provide and Install new 3-0 x 6-8 storm door at front and side entry door.
  - a. Larson or an approved equal full view glass storm door.
  - b. Color to be white.
  - c. Standard exterior and interior hardware.
  - d. Standard fiberglass mesh screen.

**3) Overhead Doors (Division 8)**

- A. Remove existing overhead doors and associated hardware including tracks.
- B. Provide and install new overhead Doors (verify dimensions).
  - a. Single layer construction garage door.
  - b. Wayne Dalton Model 8000 or an approved equal
  - c. Four section, flat panel, with windows.
  - d. Door installation to include new tracks, springs and mounting hardware.
  - e. Install continuous weather-stripping at perimeter of door.
  - f. Match existing window configuration.
- C. Owner to choose color from standard color line.
- D. Refer to specifications for all work.
- E. All work to be performed to code requirements.

**4) Smoke and Carbon Monoxide Detectors (Division 21)**

- A. Provide and install new combination smoke detectors.
  - a. Located at bedroom hallway (1) and bottom of basement stairs (1).
- B. Provide and install smoke detectors, one in each bedroom (3).
  - a. All detectors to be battery operated.
  - b. All work to be performed per building code requirements.

**BID PROPOSAL FORM**

**Section "A" Itemized Lump Sum Base Bid**

\*Note: All lines must be filled in with a dollar amount.

**Division 08**

Windows (18) \$ \_\_\_\_\_

Exterior Doors (1) \$ \_\_\_\_\_

Storm Doors (2) \$ \_\_\_\_\_

**Division 21**

Fire Detection \$ \_\_\_\_\_

**Addendum Write In**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Total Base Bid** \$ \_\_\_\_\_

**Section "B" Addenda**

Addenda received and attached Dated \_\_\_\_\_

Addenda received and attached Dated \_\_\_\_\_

**Section "C" Alternates, As Applicable**

Alternate #1- \$ \_\_\_\_\_

Alternate #2- \$ \_\_\_\_\_

Alternate #3- \$ \_\_\_\_\_

**PART 4: CONTRACTOR VERIFICATION AND BID PROPOSAL**

BID PROPOSAL FORM  
Project #SH-2023-01  
Project Address: 175 Isinglass Road, Shelton, CT 06484

May 11, 2023  
Bid #2023-38

Prospective Bidders:

The undersigned agrees, declares and represents the following:

- 1) The bidder has carefully examined the Bidding Documents, that the bidder has personally and carefully examined the Site of Work as well as adjacent areas and has sought other usual sources of information regarding site conditions, together with the local sources of supply, that the bidder understands the requirements as to the quantities, submitted project schedule and conditions relating to and affecting the performance of the Work and hereby waives any and all rights to claim any misunderstanding regarding the same.
- 2) The bidder is to perform and complete the Work required by and in conformity with the Bidding Documents and that the bidder is to receive and accept in full compensation for the performance and completion of the Work, the amount of its lump sum bid set forth in section A, and as further adjusted in accordance with the unit prices, if any, listed in sections B and C.
- 3) The contract will be awarded to the bidder submitting the lowest bid who is qualified to perform the Work in the opinion of the City of Shelton Community Development Office, Purchasing Department and Signal Rock is responsible and responsive. The City of Shelton Community Development Office, Purchasing Department and Signal Rock reserve the right to reject any proposal if the alternates set forth in Section B are not fair and reasonable prices for the items of Work and to reject any proposal or all proposals.
- 4) If written Notice of Award of The Contract is delivered to the bidder within fifteen (15) days after the date of opening of proposals, the bidder will execute the Agreement contained in the Bidding Documents and deliver the same together with the required Certificates of Workers Compensation, proof of Liability Insurance and Lead safe work certification.
- 5) Contractor is responsible for all permit fees, labor, material, and taxes related to the work listed herein. All work must be performed in compliance with all applicable National, State and local Codes. Coordinate with the work of all other trades specified elsewhere. The contractor is responsible to provide complete, thorough and code compliant services to all work.
- 6) The Contractor shall comply with all federal, state and local laws in the performance of this Agreement;
- 7) The contractor shall submit a tentative project schedule consistent with the one set forth in section G. At Notice of Contract Award, the Contractor shall submit and be accountable for a revised project schedule. This revised schedule shall be submitted at the pre-construction meeting post contract execution.
- 8) In addition, with the other terms of this Agreement, the Contractor shall comply with the provisions of Connecticut General Statutes Section 20-418 et seq.

**BID PROPOSAL FORM**

**Section “A” Itemized Lump Sum Base Bid**

\*Note: All lines must be filled in with a dollar amount.

**Division 08**

Windows (18) \$ \_\_\_\_\_

Exterior Doors (1) \$ \_\_\_\_\_

Storm Doors (2) \$ \_\_\_\_\_

**Division 21**

Fire Detection \$ \_\_\_\_\_

**Addendum Write In**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Total Base Bid** \$ \_\_\_\_\_

**Section “B” Addenda**

Addenda received and attached Dated \_\_\_\_\_

Addenda received and attached Dated \_\_\_\_\_

**Section “C” Alternates, As Applicable**

Alternate #1- \$ \_\_\_\_\_

Alternate #2- \$ \_\_\_\_\_

Alternate #3- \$ \_\_\_\_\_



**Section “E” Acknowledgement of Bidder**

I, THE UNDERSIGNED AS AN AUTHORIZED OFFICER OF:

_____	_____
(Company Name)	(Date)
_____	_____
(Address)	(Telephone)
_____	_____
(City/State/Zip)	(Fax No.)
_____	
(FEIN)	

**I HEREBY SUBMIT THE FOLLOWING PRICES FOR THE PROJECT IDENTIFIED ABOVE:**

(Indicate in words and numerals)

BASE BID PRICE:

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

AMOUNT IN WORDS:

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

_____	_____
(Signature)	(Date)

_____	_____
(Printed Name)	(Title/Position)

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
[Estimated project duration (to be clarified and specified in the general conditions)]

**Section "F" Total Contract Sum**

*\*This section to be completed at time of contract preparation.*

Total Base Bid Cost\_\_\_\_\_

Alternate #1 Accepted:  Yes  No  N/A Cost\_\_\_\_\_

Alternate #2 Accepted:  Yes  No  N/A Cost\_\_\_\_\_

Alternate #3 Accepted:  Yes  No  N/A Cost\_\_\_\_\_

Alternate #4 Accepted:  Yes  No  N/A Cost\_\_\_\_\_

**Total Contract Sum** **GRAND TOTAL**\_\_\_\_\_

AMOUNT IN WORDS: \_\_\_\_\_

Bid Form – Required Page 6

**Section “G” Project Schedule**

Date	Owner	Address	Project #		
TASK	RESPONSIBLE CONTRACTOR	Date Material Ordered	Task Duration	Start Date	Finish Date
Contract Signing					
Notice to Proceed					
Permit					
Waste Container					
Demolition					
RRP/ Lead Abatement					
Electrical					
Fire Dectection					
Plumbing					
HVAC					
Windows					
Doors					
Roofing					
Gutters					
Insulation					
Siding					
Drywall					
Finish Carpentry					
Counter Tops					
Interior Painting					
Exterior Painting					
Flooring					
Power Washing					
Deck Repairs					
Masonry					
Metal Work					
Earth Removal					
Drainage					
Driveway Paving					
Tree Work					
Grading					
Close-out					

CITY OF SHELTON BID ENVELOPE LABEL

ALL ENVELOPES PACKAGES AND BOXES TO BE LABELED WITH THIS INFORMATION LABEL

**\*\*TAPE AND PLACE ON THE EXTERIOR OF ENVELOPE\*\***

\_\_\_\_\_  
NAME OF COMPANY BIDDING

\_\_\_\_\_  
BID/PROJECT #

\_\_\_\_\_  
ADDRESS OF COMPANY BIDDING

\_\_\_\_\_  
PHONE #

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
NUMBER OF ENVELOPES/PACKAGES/BOXES

Check that applies

\_\_\_\_\_ This package contains one Original Bid and the Original (Raised Seal) Notarized Non-Collusion Affidavit and copies of the same.

\_\_\_\_\_ This package contains Original Bids and all contain an Original (Raised Seal) Notarized Non-Collusion Affidavit.

**PART 5: CANCELLATION NOTICE (ATTACHMENT A) AND HOMEOWNER'S LETTER**

**REGARDING NOTICE TO PROCEED**

**ATTACHMENT A: CANCELLATION NOTICE**

Small Cities Housing Rehab Program Right of Rescission Cancellation Notice

Dear Contractor,

Under the regulations of the Small Cities Housing Rehab Program, I, as homeowner, have a right to cancel the contract I have signed with you for work to be done on my home under the provisions of the Small Cities Program.

I must so cancel within three (3) business days between the date I receive Attachment A as part of a fully executed contract and today's date not counting either of those two dates.

I understand that after \_\_\_\_\_, 11:59 pm, I will no longer be able to cancel without penalty.

In signing this cancellation notice and sending it to you, I am exercising my right to cancel. Please note: this is a notice to NOT PROCEED.

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

.....  
Dear Homeowner,

If you choose to exercise your right of rescission, please also notify your grant administrator immediately by telephone at (203) 924-2521 or by email to p.grimmer@sheltonedc.com.

Small Cities Program Administrator  
Shelton Economic Development Corporation

**PLEASE KEEP THIS COPY FOR YOUR RECORDS**

**ATTACHMENT A: CANCELLATION NOTICE**

Small Cities Housing Rehab Program Right of Rescission Cancellation Notice

Dear Contractor,

Under the regulations of the Small Cities Housing Rehab Program, I, as homeowner, have a right to cancel the contract I have signed with you for work to be done on my home under the provisions of the Small Cities Program.

I must so cancel within three (3) business days between the date I receive Attachment A as part of a fully executed contract and today's date not counting either of those two dates.

I understand that after \_\_\_\_\_, 11:59 pm, I will no longer be able to cancel without penalty.

In signing this cancellation notice and sending it to you, I am exercising my right to cancel. Please note: this is a notice to NOT PROCEED.

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_



Dear Homeowner,

If you choose to exercise your right of rescission, please also notify your grant administrator immediately by telephone at (203) 924-2521 or mail Shelton Economic Development Corporation, 25 Brook Street, Suite 203, Shelton, CT 06484.

Small Cities Program Administrator  
Shelton Economic Development Corporation

**HOMEOWNERS' LETTER REGARDING NOTICE TO PROCEED**

Small Cities Housing Rehabilitation Program  
Paul J. Grimmer, President  
Shelton Economic Development Corporation  
25 Brook Street, Suite 203  
Shelton, CT 06484

Dear Mr. Grimmer:

Please be advised that I have received two copies of the notice entitled Attachment A (cancellation notice); that at least three business days have passed between the date I received that notice and today's date not counting either of those two dates; that the rescission period specified in that notice has passed and that I have not exercised my right to rescind the transaction referred to in that notice.

Please issue \_\_\_\_\_(my contractor) a Notice to Proceed with the work described in our contract dated \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
(Homeowner's Signature)

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

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Homeowner's Signature)

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

\_\_\_\_\_  
(Date Signed)

Contract Date: _____
Cancellation Notice due by: _____ 11:59 pm
Notice to Proceed will be issued to Contractor on: _____

City of Shelton  
Housing Loan Program  
Lead Inspection/Risk Assessment  
175 Isinglass Rd., Shelton, CT

January 14, 2023

EnviroPlan LLC  
27 Trotwood Dr.  
West Hartford, CT  
06117



January 14, 2023

Paul Grimmer, President  
Aleta Miner, Executive Assistant and Office Administrator  
Shelton Economic Development Corporation  
25 Brook St., Suite 203  
Shelton, CT 06484

**RE: Lead Based Paint Inspection/Risk Assessment  
175 Isinglass Rd., Shelton, CT  
EnviroPlan Project No. 2022-129-1**

Dear Mr. Grimmer and Ms. Miner:

A lead paint inspection and dust and soil hazard evaluation (risk assessment) were performed at the above-referenced facility by EnviroPlan on December 21, 2022. The inspection was conducted in accordance with the protocol outlined in the attached document: Testing Procedures and Equipment.

The property is a single family, ranch style house with a partially finished basement. Window systems are wood. The exterior has vinyl siding as does the detached garage.

**Toxic levels of lead paint in a deteriorated condition (*lead hazard*) were found in the interior and on the exterior of the house. These are listed in Attachment A.**

The specific testing results and their locations are provided as Exhibit 1 in this report. The attached document entitled, Action Items, is included as a part of this report. Only those items that are initialed apply to this property.

#### **DUST WIPE SAMPLES**

At the time of the XRF testing, dust wipe samples were collected to evaluate whether a dust lead hazard existed in the house. Sample results were compared to the HUD and Connecticut Department of Public Health (CTDPH) standards for dust as follows:

10 micrograms of lead per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors  
100  $\mu\text{g}/\text{ft}^2$  for windowsills

Dust wipe samples were collected from the locations delineated on our sample log.

Lead Wipe Sampling Method:

Data Collection

- A. A description of the sample location is recorded.
- B. Surface type (floor, window sill, window well) is noted.
- C. Surface area measurements are recorded.

Wipe Sampling Method

- A. The area to be wiped is identified and the corners demarcated with masking tape.
- B. A disposable glove is put on and the ASTM wipe package is opened.
- C. Without touching any other surface, the wipe is opened and placed flat down on the surface. Using firm, consistent pressure, a wipe is taken in a single "S" motion.
- D. Next the wipe is folded in half with the contaminated side facing inward and another wipe is taken. On floors, the second pass is taken at 90 degrees to the first "S" wipe. On floors, the wipe is folded in half again, and the perimeter of the area is wiped. On window sills and wells, the second pass is taken in the same direction as the first one. On these surfaces, there is no third pass.
- E. The wipe is folded again with the contaminated side inward. Without touching any other surface, the wipe is placed into a plastic centrifuge tube. The tube is sealed and labeled. The sample number indicates the date and sampler's identity.
- F. The samples are submitted to a NLLAP approved laboratory. Date and time of transfer is recorded to ensure proper chain of custody. Blanks are submitted in accordance with EPA and state protocols.

The sample collected from the D window sill in R5-Bedroom had an elevated level of lead in dust and a dust lead hazard exists in the dwelling unit. The attached chain of custody which accompanies the laboratory results indicates the locations of the samples which were collected. Sample 12-21-22-NBF-07 was a blank disguised as being taken from a location in the house. Blanks are required to evaluate the integrity of the sample collection and analysis procedures.

## SOIL SAMPLES.

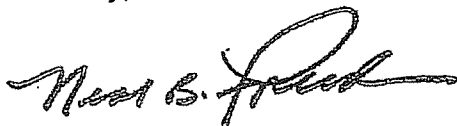
Under HUD/EPA risk assessment protocols, composite soil samples from bare areas should be collected to ascertain if hazardous levels of soil exist on the property. Samples should be collected from the dripline, within 3 feet from the foundation and from the midyard. If there is a play area and/or a vegetable garden, samples should also be collected from these areas as well.

Our inspector collected samples from the locations depicted on the chain of custody and associated diagram in accordance with the attached sampling protocols. Sample results were compared to the HUD/EPA standard for bare soil in residential sites in non-play areas which is 1200 mg/kg. Sample results were also compared to the state of Connecticut's standard for bare residential soil of 400 mg/kg which is identical to EPA's standard for children's play areas. It is Connecticut's position that any area of bare soil is a potential play area on a residential property. Samples were collected from the driplines on the A, C and D sides of the house and in the midyard on the A side. All samples were below the Connecticut standard and a soil lead hazard does not exist on the property.

A copy of this summary must be provided to new lessees (tenants) and purchasers of this property under Federal law (24 CFR part 35 and 40 CFR part 745, the "Disclosure Rule") before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U. S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

If you have any questions, please do not hesitate to contact me at 860-977-5171. Thank you.

Sincerely,



Neal B. Freuden  
President  
Connecticut Certified Lead Inspector Risk Assessor 000152  
Connecticut Certified Lead Planner Project Designer 000989  
EPA Certified Lead Abatement Supervisor  
EPA Certified Lead Safe Renovator  
EPA Certified Instructor for the following Courses: Lead Inspector, Risk Assessor, Planner Project Designer, Abatement Supervisor and Renovator.

**STANDARD OPERATING PROCEDURES  
EPA AND STATE OF CONNECTICUT LEAD-BASED PAINT INSPECTIONS**

**TESTING PROCEDURES AND EQUIPMENT**

The USEPA lead inspection protocols were consulted for this lead evaluation. EPA is the agency at the federal level with responsibility for the establishment of national lead-based paint standards for testing and abatement. The State of Connecticut Department of Public Health's current lead regulations, Lead Poisoning Prevention and Control (19a-111-1 through 19a-111-11) were also consulted.

This lead evaluation was comprehensive. A comprehensive inspection means that representative painted surfaces were systematically evaluated on a room by room basis in accordance with EPA and the State of Connecticut regulations.

Lead-based paint surfaces and components were identified by utilizing an on-site x-ray fluorescence (XRF) instrument. The instrument is operated in accordance with state and federal and manufacturer standards on the use of the instrument. 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 spaces 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 a Performance Characteristic Sheet (PCS) for each type of XRF instrument. The instrument must be calibrated in accordance with the PCS on a 1.0 milligram lead standard.

Each of the types of instruments has federal government-determined positive and negative ranges for the definition of lead-based paint. In addition, some instruments also have inconclusive ranges in some of their 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. EnviroPlan uses both the Radiation Monitoring Device (RMD) LPA Analyzer 1 or the Niton XL 300. The PCS for each instrument provides the following:

Radiation Monitoring Device LPA Analyzer 1

30-Second Standard Mode Reading Description	Substrate	Threshold (mg/cm <sup>2</sup> )
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

Quick Mode Reading Description	Substrate	Threshold (mg/cm <sup>2</sup> )
Readings not corrected for substrate bias on any substrate.	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

Niton XL 300

Standard Mode Reading Description	Substrate	Threshold (mg/cm <sup>2</sup> )
Results not corrected for substrate bias on any substrate.	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

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 EPA regulations, or it can be managed in place as a positive component in accordance with the requirements of Connecticut and EPA 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. EnviroPlan 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.

## ENVIROPLAN LLC LEAD IN SOIL COMPOSITE SAMPLING PROTOCOL

### Linear Transect Method:

**For use around roadways, buildings, and other structures such as painted fencing, concrete walls, etc. Each side of the building is labeled with a letter. The 'A' side of the building is the street side. The remaining sides are labeled B, C, and D, clockwise around the building. Fencing and concrete walls are similarly labeled if there is a street side. Otherwise, along with roadways, these structures can be labeled using the directional points North, South, East and West.**

1. Linear transects are established parallel to the building, wall, fence or roadway at 2, 6, and 12-foot intervals. Note: the 2-foot (or dripline) interval is essential for buildings since this is the area where the highest lead in soil levels are likely to be found. The 6 and 12-foot intervals provide additional information as to the extent of the contamination. This is also true for roadways, walls and fencing.
2. Three (3) to ten (10) distinct locations roughly equidistant from one another along the transect line are selected as sample points. As a general rule, we would like to see five sampling points for each 100 feet of transect line, but sample points should be at least 2 feet apart, so in smaller areas (less than 10 feet), fewer samples may be collected.
3. Samples of the top one-half inch (.5") of soil should be taken using a metal spoon or stainless-steel scoop. Collect soil until a circular hole of approximately 2 inches in diameter (0.5" deep) has been created. Samples from each of the sampling points should be composited into a 24-ounce plastic bag of at least 3 mil in weight. The bags should be either zip-locked or foldable with puncture proof tabs.
4. After each composite sample is collected, the sampling spoon or scoop should be thoroughly cleaned with a disposable wipe to prevent cross contamination of other composite samples to be collected in other areas on the site.
5. The soil samples are dried, weighed out and digested in nitric acid according to EPA Method 3050. Analysis is performed by direct aspiration flame atomic absorption spectrophotometry according to EPA Method 7420. Results are expressed in milligrams per kilogram (mg/kg), or parts-per-million (ppm).

### Grid Method:

In other areas, such as play areas and other open spaces, an X shaped axis should be developed with directional reference points of North, South, East and West. At least five, but not more than ten sampling points should be designated along each axis. The sampling points should be equidistant from one another and should be at least one foot distant from each other.

The sampling and compositing procedures outlined in the linear transect method should be followed for each axis.

For all soil sampling, a property sketch should be drawn. It is recommended that you use the space provided on the back of the lead in soil sample log.

**ATTACHMENT A**

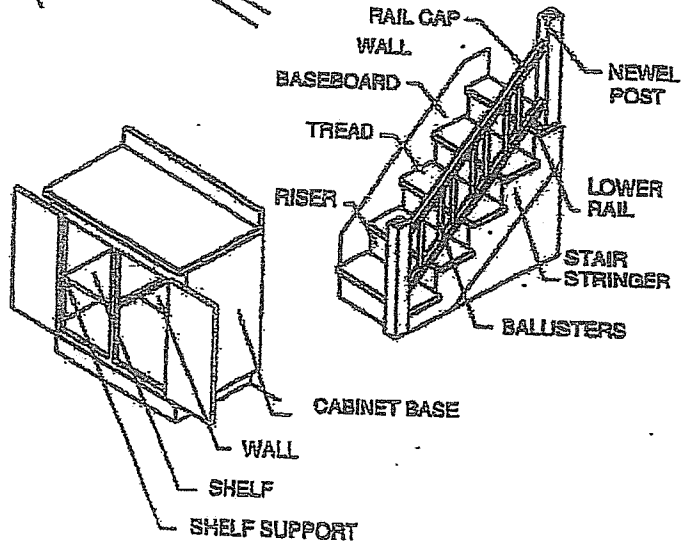
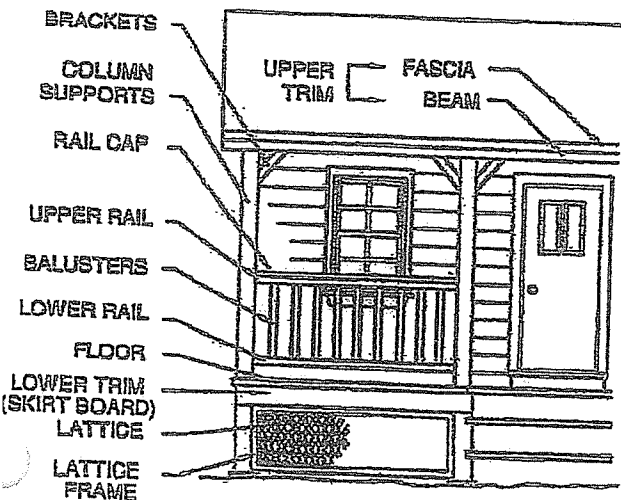
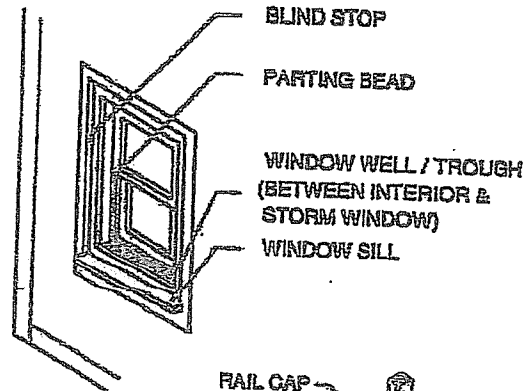
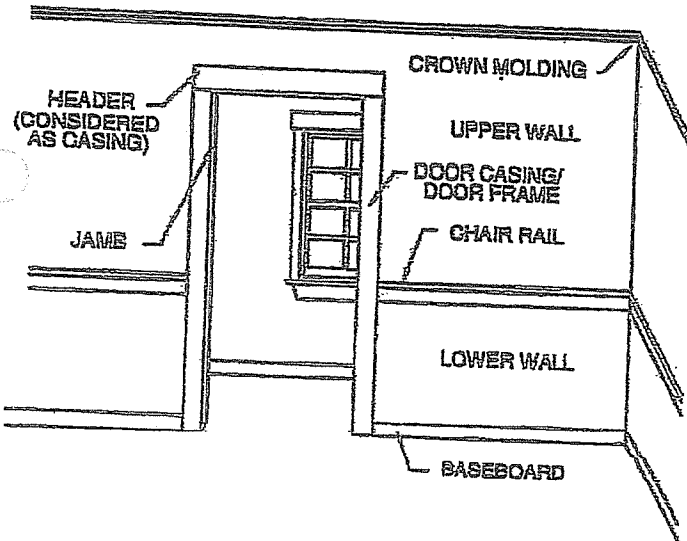
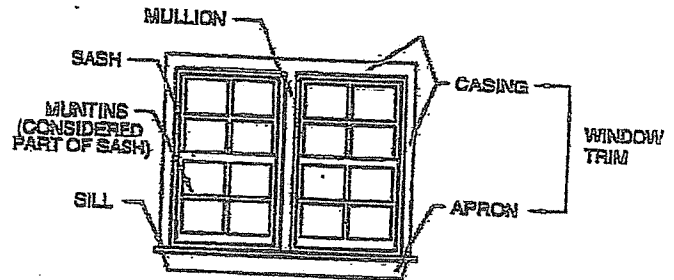
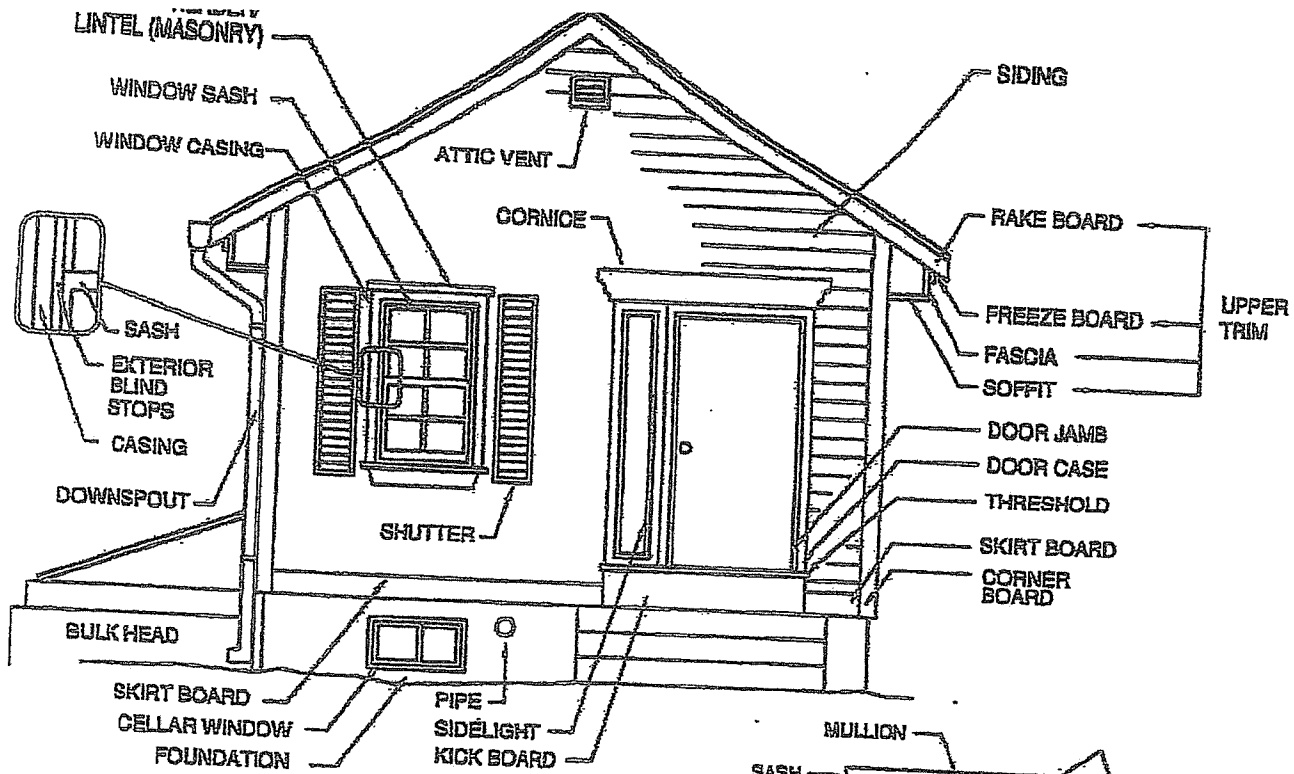


**LIST OF BUILDING COMPONENTS WHERE  
LEAD-BASED PAINT WAS FOUND AT  
175 ISINGLASS RD., CONNECTICUT**

Location	Component	Defective?
<b>INTERIOR</b>		
<b>FIRST FLOOR</b>		
R1-Living Room	A Entry Door Outer Door Jamb (Note: the outer jamb is a non-friction/impact surface unlike the inner jamb. Lead-based paint was not detected on the inner jamb.)	Yes
R1-Living Room	Window Wells	Yes
R2-Dining Room	Window Well	Yes
R3-Kitchen	Window Well	Yes
Bath	Window Well	Yes
R5-Bedroom	Window Wells	Yes
R6-Bedroom	Window Wells	Yes
R7-Bedroom	Window Wells	Yes
<b>EXTERIOR-HOUSE</b>		
Side A	A Door (Entry) Threshold	Yes
Side A	Window Sashes	Yes
Side B	B Door (white paint)	Yes
Side B	Window Sash	Yes
Side C	Door	Yes
Side C	Window Sashes	Yes
Side C	Basement Window Sashes (Note: sashes were inaccessible to test due to fixed storm windows enclosing them. They are assumed to be coated with lead based paint, given the painting history of the remaining windows.)	Yes

Location	Component	Defective?
<b>EXTERIOR-HOUSE</b>		
Side D	Window Sashes	Yes
Side D	Basement Window Sashes (Note: sashes were inaccessible to test due to fixed storm windows enclosing them They are assumed to be coated with lead based paint, given the painting history of the remaining windows.)	Yes
<b>EXTERIOR-DETACHED GARAGE</b>		
Side A	Overhead Doors	Yes

**DRAWINGS OF TYPICAL BUILDING  
COMPONENTS IN A RESIDENTIAL PROPERTY**



## **ACTION ITEMS**

ACTION ITEMS

RESIDENCE

Property Location: 175 Isinglass Rd, Shelton, CT Project #: 2022-129-1

Only items that are initialed in the space provided apply to the property.

1. No toxic levels of lead were found in the paint in the areas tested, and no further action is required.

*NAF*  
 2. Toxic levels of lead in a defective\* condition were found on this property, but a child under the age of six does not currently reside here. No further action required. However, repair of the paint is advisable using an EPA a certified Renovation, Repair, and Painting firm. A certified firm can be found at [http://cfpub.epa.gov/flpp/searchrrp\\_firm.htm](http://cfpub.epa.gov/flpp/searchrrp_firm.htm).

3. Intact paint with toxic levels of lead was found on this property, but a child under the age of six does not currently reside here. No further action is required. If this paint must be disturbed, it is advisable to use an EPA certified Renovation, Repair, and Painting firm. A certified firm can be found at [http://cfpub.epa.gov/flpp/searchrrp\\_firm.htm](http://cfpub.epa.gov/flpp/searchrrp_firm.htm).

4. Defective\* toxic paint was found on this property, and a child under the age of six lives here. State regulations require abatement of toxic, defective\* paint.

5. Since a child resides here and lead abatement is required, the State of Connecticut Lead Poisoning Prevention and Control Regulations require interior dust, drinking water and exterior bare soil be assessed. If hazardous levels of lead are also found in any of these media, they should also be addressed.

6. During the initial lead inspection, dust samples were collected and found to contain lead in excess of the State risk assessment standards. The dust levels should be reduced to a safe level using appropriate cleaning methods.

7. During the initial lead inspection, bare soil samples were collected and found to contain lead in excess of the State standard. The bare soil must be abated since a child resides here. The abatement method must be documented on a lead abatement plan (see 9 below).

8. During the initial lead inspection, drinking water samples were collected and found to contain lead in excess of the state standard. Appropriate remedial action approved by the local director of health should be implemented.

9. The property owner must prepare a written lead abatement plan and submit it to the local director of health within 20 working days of the initial identification of the lead hazard. The plan shall describe repair work necessary prior to abatement, all surfaces and soil areas containing toxic levels of lead, the sampling and testing methodologies utilized, how surfaces and soil areas requiring abatement will be abated, clean up procedures, and clearance testing prior to reoccupancy. The plan shall state estimated starting and completion dates for the abatement project. The abatement must be initiated by the owner within 90 working days of receipt of the inspection results.

10. Since the property is at least 50 years old, the owner must, within five working days after receiving the report, send it and a good quality photograph of the property to the State Historic Preservation Office (SHPO). SHPO will determine within 10 working days whether the property has historic status and may recommend special lead abatement techniques.

11. Prior to beginning the lead abatement project, the property owner shall give the resident who will be affected by the abatement a minimum of five working days written notice of the date the abatement will begin. This notice shall inform the residents of their rights and responsibilities in accordance with general statutes section 19a-111 and sections 19a-111-1 through 19a-111-11 of the regulations of Connecticut State Agencies and state which surfaces or soil areas shall be abated.. EnviroPlan can assist you in this activity if you wish.

ACTION ITEMS

RESIDENCE

Property Location: 175 J Singler Rd, Shelton, CT

Project #: 2022-129-1

Only items that are initialed in the space provided apply to the property.

12. Since a child resides here, and there are intact, toxic surfaces that are not required to be abated, these surfaces should be documented on a the lead management plan. The lead management plan must be developed within 60 days of receipt of this report. The lead management plan shall be implemented and kept by the owner and transferred with ownership upon transfer of title. The management plan shall identify the location of intact lead surfaces and describe how these intact surfaces will be monitored on a regular basis by the owner to ensure that if they become defective\*, the surfaces will be identified and abated.

13. The owner will provide a summary report of the lead inspection and/or lead management plan and the post-abatement inspection report to the residents. This summary inspection report will contain the results of lead-based surface testing and will include a description of the testing methods used. The owner shall also provide the residents with information prescribed by the department concerning the toxicity of lead and precautions that should be taken to avoid exposure.

*\*Defective means peeling, flaking, chalking, scaling, or chipping. It also applies to plaster and other substrates that are crumbling.*

## LABORATORY RESULTS





# EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077  
Phone/Fax: (856) 303-2500 / (856) 786-5974  
<http://www.EMSL.com> [cinnaminsonleadlab@emsl.com](mailto:cinnaminsonleadlab@emsl.com)

EMSL Order: 202211413  
CustomerID: ENVP25  
CustomerPO:  
ProjectID:

Attn: **Neal Freuden**  
**EnviroPlan, LLC**  
**27 Trotwood Drive**  
**West Hartford, CT 06117**

Phone: (860) 977-5171  
Fax:  
Received: 12/23/2022 11:00 AM  
Collected: 12/21/2022

Project: 2022-129-1 Shelton Moran LIRA 175 Isinglass Rd. Shelton, CT

## Test Report: Lead in Dust by Flame AAS (SW 846 3050B/7000B)\*

Client Sample Description	Lab ID	Collected	Analyzed	Area Sampled	Lead Concentration
2-21-22-NBF-01 Site: R1 - Living Room - Floor	202211413-0001	12/21/2022	12/27/2022	315 in <sup>2</sup>	<4.6 µg/ft <sup>2</sup>
2-21-22-NBF-02 Site: R2 - Dining Room - C WS	202211413-0002	12/21/2022	12/27/2022	81 in <sup>2</sup>	18 µg/ft <sup>2</sup>
2-21-22-NBF-03 Site: R3 - Kitchen - Floor	202211413-0003	12/21/2022	12/27/2022	288 in <sup>2</sup>	<5.0 µg/ft <sup>2</sup>
2-21-22-NBF-04 Site: R5 - Bedroom - D WS	202211413-0004	12/21/2022	12/27/2022	81 in <sup>2</sup>	110 µg/ft <sup>2</sup>
2-21-22-NBF-05 Site: Bath - Floor	202211413-0005	12/21/2022	12/27/2022	288 in <sup>2</sup>	<5.0 µg/ft <sup>2</sup>
2-21-22-NBF-06 Site: R9 - Den - Floor	202211413-0006	12/21/2022	12/27/2022	420 in <sup>2</sup>	<3.4 µg/ft <sup>2</sup>
2-21-22-NBF-07 Site: R10 - Storage - Floor	202211413-0007	12/21/2022	12/27/2022	225 in <sup>2</sup>	<6.4 µg/ft <sup>2</sup>

Owen Mckenna, Lead Laboratory Director  
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.  
\*Analysis following Lead in Dust by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 10 ug/wipe. Ug/wipe = ug/ft2 x area sampled in ft2. Unless noted, results in this report are not blank corrected. The lab is not responsible for data reported in ug/ft2 which is dependent upon the area provided by non-lab personnel. "<" (less than) result signifies that the analyte was not detected at

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA LAP, LLC-ELLAP Accredited #100194, A2LA Accredited - Certificate #2845.01

Initial report from 01/03/2023 10:01:16

202211413

EnviroPlan LLC  
27 Troutwood Dr.  
West Hartford, CT 06117

SAMPLE LOG FOR LEAD WIPES

Sheet No. 1 of 1

Project Name: Shelton Moran LTRA  
Building: 175 Tanglewood Rd, Shelton, CT

Project Number: 2022-129-1

Sample ID Number	Sample Location/Building	Surface		Result (ug/ft <sup>2</sup> )	Lab Number
		Component	Sq. Ft		
12-21-22- NCF-01	R1-Living Rm	Floor		18" x 17.5"	001001
12-21-22- NCF-02	R1-Dining Rm	C/WB		2.25" x	36"
12-21-22- NCF-03	R2 K. Dine	Floor		12" x	24"
12-21-22- NCF-04	R3 Bedroom	Floor		2.25" x	36"
12-21-22- NCF-05	R4 Bath	Floor		12" x	24"
12-21-22- NCF-06	R9-Den	Floor		24" x	17.5"
12-21-22- NCF-07	R10-Broome	Floor		18" x 17.5"	

Analysis Method: EPA-SW-846-3050(MOD.)  
Wipe Media:  ASTM  Non-ASTM

Turnaround Time: 1 Week

Based on the turnaround time indicated above, analyses are due to EnviroPlan on or before this date: \_\_\_\_\_  
Please e-mail results to [franden@comcast.net](mailto:franden@comcast.net). Please call 860-977-5171 if analyses will be late.

Special Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Samples Collected By: N. Freuden Date: 12/21/22 Time: \_\_\_\_\_  
Samples Rec'd/Sent By: Anal. Freuden Date: 12/22/22 Time: \_\_\_\_\_  
Samples Received By: FX FR Date: 12-23-22 Time: 11 AM

Shipped To:  AMSL (State) NJ  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_



# EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077  
Phone/Fax: (856) 303-2500 / (856) 786-5974  
<http://www.EMSL.com> [cinnaminsonleadlab@emsl.com](mailto:cinnaminsonleadlab@emsl.com)

EMSL Order: 202211406  
CustomerID: ENVP25  
CustomerPO:  
ProjectID:

Attn: **Neal Freuden**  
**EnviroPlan, LLC**  
**27 Trotwood Drive**  
**West Hartford, CT 06117**

Phone: (860) 977-5171  
Fax:  
Received: 12/23/2022 11:00 AM  
Collected: 12/21/2022

Project: 2022-129-1 / Shelton Moran LIRA / 175 Isinglass Rd, Shelton, CT

## Test Report: Lead in Soils by Flame AAS (SW 846 3050B/7000B)\*

Client Sample Description	Lab ID	Collected	Analyzed	Weight	Lead Concentration
-21-22-NBF-08 Site: A Dripline - House	202211406-0001	12/21/2022	12/27/2022	0.5580 g	71 mg/Kg
-21-22-NBF-09 Site: D Dripline - Garage	202211406-0002	12/21/2022	12/27/2022	0.5890 g	260 mg/Kg
-21-22-NBF-10 Site: C Dripline - House	202211406-0003	12/21/2022	12/27/2022	0.5886 g	170 mg/Kg
-21-22-NBF-11 Site: A Midyard	202211406-0004	12/21/2022	12/27/2022	0.5442 g	53 mg/Kg

Owen Mckenna, Lead Laboratory Director  
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.  
\* Analysis following Lead in Soil/Solids by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 40 mg/kg based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ Method SW 846 7000B replaces EPA 7420 for lead analysis and is an equivalent method. NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, CA 1677, AIHA LAP, LLC-ELLAP Accredited #100194, A2LA Accredited - Certificate #2845.01

Initial report from 01/03/2023 09:54:14

202211406

EnviroPlan LLC  
27 Trotwood Dr.  
West Hartford, CT 06117

SAMPLE LOG FOR LEAD SOIL

Sheet No. 1 of 1

Project Name: Shelton Moran LIRA  
Building: 175 Jangals Rd, Shelton, CT

Project Number: 2022-129-1

Sample ID Number	Sample Location/Building	Soil Condition	Result (%)	Lab Number
<del>13-21-22</del> <del>NLF-09</del>	<del>A Driveway</del> <del>House</del>			
<del>12-21-22</del> <del>NLF-10</del>	<del>D Driveway</del> <del>Garage</del>			
<del>12-21-22</del> <del>NLF-12</del>	<del>E Driveway</del> <del>House</del>			
<del>12-21-22</del> <del>NLF-11</del>	<del>A Driveway</del> <del>House</del>			

Analysis Method: HPA-SW-846-3050-7420

Turnaround Time 1 week

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

Based on the turnaround time indicated above, analyses are due to EnviroPlan on or before this date: \_\_\_\_\_  
Please e-mail results to [freuden@comcast.net](mailto:freuden@comcast.net). Please call 860-977-5171 if analyses will be late.

Special Instructions: \_\_\_\_\_

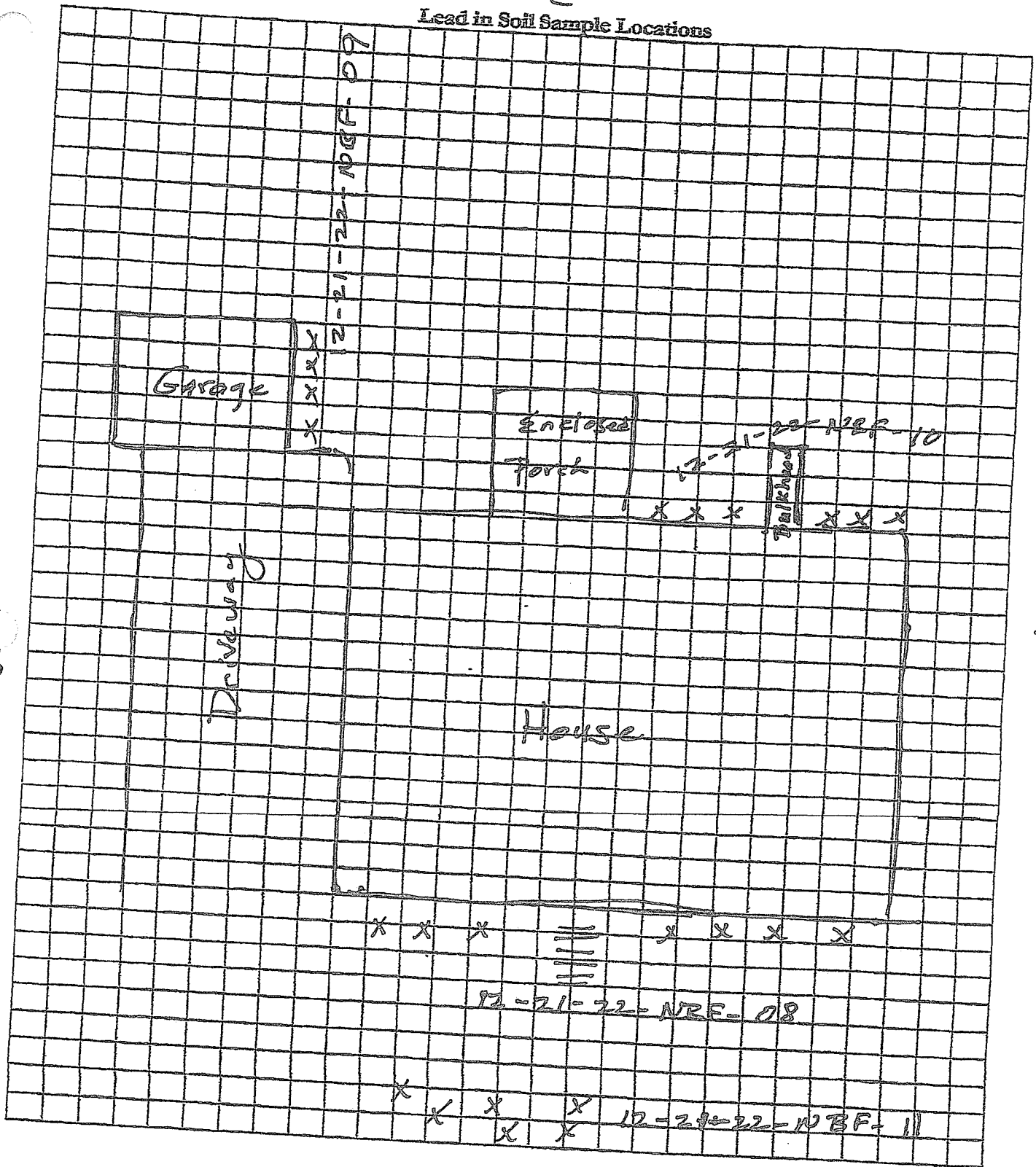
Samples Collected By: N. Freuden Date: 12/21/22 Time: \_\_\_\_\_  
Samples Rec'd/Sent By: N. Freuden Date: 12/21/22 Time: \_\_\_\_\_  
Samples Received By: C. Eft Date: 12/23/22 Time: 11 AM

Shipped To:  EMSL (State) CT  Other \_\_\_\_\_  
Method of Shipment:  Fed Ex.  UPS Overnight  UPS Ground  Other \_\_\_\_\_

(SEE REVERSE FOR DIAGRAM)

**SITE DIAGRAM**

C  
Lead in Soil Sample Locations



A

175 Isinglass Rd  
Shelton, CT



**EXHIBIT 1**



# LEAD INSPECTION COVER SHEET

## Inspector's Information

Inspector's Name: Neal Freuden License Number: 000152  
 XRF Model: Hewlett Serial Number: \_\_\_\_\_  
 Date of Inspection: 12/21/22 Project Number: 2022-129-1

## Property Information

Building Address: 175 I Singlass Rd  
Shelton (City) CT (State) Age of Property: circa 1955

Describe Structure: Ranch house with partially finished basement, wood  
lan. doors. Vinyl siding on exterior of house & garage.

- 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

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

Multiple Family Dwelling

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 1.02 mg/cm<sup>2</sup>  Manufacturer's Standard 1.0 mg/cm<sup>2</sup>
- Calibration Check Limits Used:  RMD (0.7 to 1.3 mg/cm<sup>2</sup> inclusive)  
 SCITEC MAP 4 (0.6 to 1.2 mg/cm<sup>2</sup> inclusive)  
 Hewlett

Hour	First Reading	Second Reading	Third Reading	Average
First Check <u>1:15 pm</u>	<u>1.0</u>	<u>0.9</u>	<u>0.9</u>	<u>0.9</u>
Second Check <u>4:10 pm</u>	<u>0.9</u>	<u>0.9</u>	<u>0.9</u>	<u>0.9</u>
Third Check				
Fourth Check				

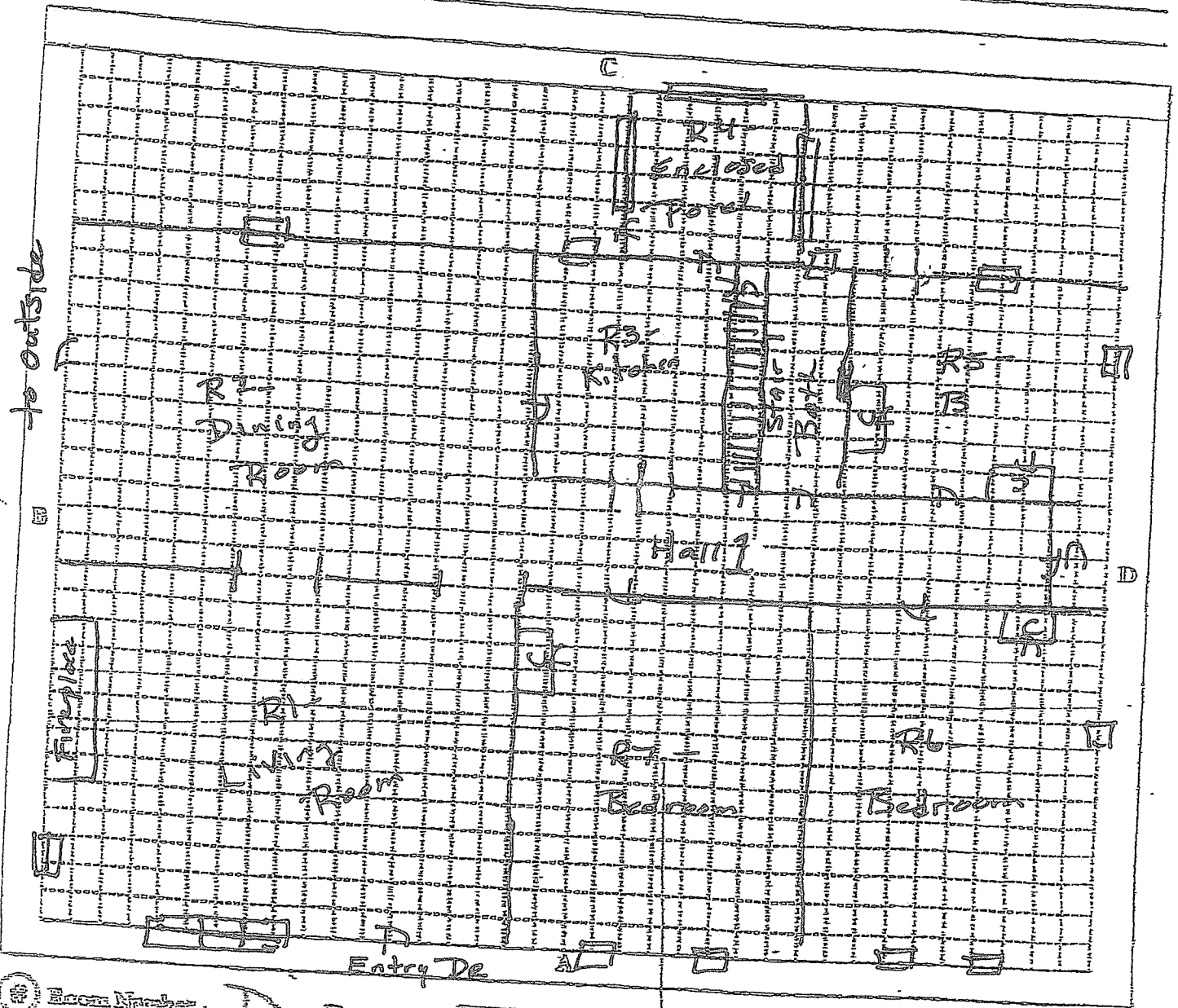
Project Name: Shelton Mason MS Isingiani LLC  
Address: 175 Isingian Rd, Shelton, CT

Project Number: 2022-129-1  
Apt. #/Bldg #: \_\_\_\_\_

Floor: 1  
Number of Doors: \_\_\_\_\_  
Stair: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

Diagram of Floor 1 No. of Windows: \_\_\_\_\_



Room Number

Door

Window

Page \_\_\_\_\_ of \_\_\_\_\_

E = Closet  
Stair 1: 1st Flr to Basement

## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 Finglax Rd, Shelton CT

Apt. #: \_\_\_\_\_

Floor: 1 Room: R1-Living Room

Page \_\_\_\_\_ of \_\_\_\_\_

Project Name: Shelton Mover LTR Project Number: 2022-129-1

(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	COV							Carpet
	Baseboards	0.0							
A	Wall	0.1							
B	Wall	0.0							
C	Wall	0.1							
D	Wall	0.0							
	Chair rail	/							
	Ceiling	0.0							
	Crown Molding	/							
A*	Door	NC							Entry Door
	Casing	0.1							
	Jamb	0.6							
D	Door	NC							To Closet
	Casing	0.1							
	Jamb	NC							
A2	Window Trim	0.1							
	Sill	0.0							
	Sash	0.0							
	Well	2.5	✓	W	✓				
	Cabinet Base	/							
	Door Exterior	/							
	Door Interior	/							
	Walls	/							
	Shelves	/							
	Shelf Supports	/							
D	Closet Shelf	0.0							
	Shelf Supports	0.0							
	Radiator	/							
	Wall Molding	/							
B	Fireplace	/							

\* 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: \* Outer jamb: 2.1 pos - minor chipping

## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 Feinglass Rd, Shelton CT

Apt. #: \_\_\_\_\_

Floor: 1 Room: R2 - Dining Rm

Page \_\_\_\_\_ of \_\_\_\_\_

Project Name: Shelton Moving L200

Project Number: 2022-12901

(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	COV							Carpet
	Baseboards	0.0							
A	Wall	0.1							
B	Wall	0.0							
C	Wall	0.1							
D	Wall	0.1							
	Chair rail	/							
	Celling	0.1							
	Crown Molding	/							
D	Door	0.1							To R3 - Swing in BAV Shld Oper CA
	Casing	0.1							
	Jamb	0.0							
B	Door	NC							
	Casing	NC							
	Jamb	NC							
C	Window Trim	0.1							
	Sill	0.0							
	Sash	0.3							
	Well	2.6	✓	W	✓				
	Cabinet Base	/							
	Door Exterior	/							
	Door Interior	/							
	Walls	/							
	Shelves	/							
	Shelf Supports	/							
	Closet Shelf	/							
	Shelf Supports	/							
	Radiator	/							
	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: \_\_\_\_\_

## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 Finglass Rd, She Han, CT

Apt. #: \_\_\_\_\_

Floor: 1 Room: R3 - Kitchen

Page \_\_\_\_\_ of \_\_\_\_\_

Project Name: Shelton Moving LTRB Project Number: 2022-129-1

(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	NC							tile
	Baseboards	0.1							
A	Wall	0.1							
B	Wall	0.2							
C	Wall	0.1							
D	Wall	0.1							
	Chair rail	/							
	Ceiling	0.1							
	Crown Molding	/							
C	Door	NC							to RU
	Casing	0.1							
	Jamb	NC							
D	Door	NC							to closet
	Casing	0.1							
	Jamb	0.0							
C	Window Trim	0.1							
	Sill	0.6							
	Sash	0.1							
	Well	2.7	✓	W	✓				
	Cabinet Base	NC							
	Door Exterior	↓							
	Door Interior	↓							
	Walls	↓							
	Shelves	↓							
	Shelf Supports	↓							
D	Closet Shelf	5.0							
	Shelf Supports	0.1							
	Radiator	/							
	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: \_\_\_\_\_

## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 Finglass Rd, Shelton CT

Floor: 1 Room: B1 - Enclosed Porch

Apt. #: \_\_\_\_\_

Project Name: Shelton Moran 2022 Project Number: 2022-129-1

Page \_\_\_\_\_ of \_\_\_\_\_

(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	NC							
	Baseboards	NC							file
A	Wall	NC							
B	Wall								
C	Wall								paneling
D	Wall								
	Chair rail								
	Ceiling	0.0							
	Crown Molding	C							
A	Door	NC							↓ RB
	Casing	NC							
	Jamb	NC							
B	Door	NC							to outside
	Casing	NC							
	Jamb	NC							
B2	Window Trim	NC							
	Sill								
	Sash								
	Well	NC							
	Cabinet Base								
	Door Exterior								
	Door Interior								
	Walls								
	Shelves								
	Shelf Supports								
	Closet Shelf								
	Shelf Supports								
	Radiator								
	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: \_\_\_\_\_

## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 Finglass Rd, Shelton, CT

Apt. #: \_\_\_\_\_

Floor: 1 Room: Hall 1

Page \_\_\_\_\_ of \_\_\_\_\_

Project Name: Shelton Modern L2/2A

Project Number: 2022-129-1

(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	COV							CARPET
	Baseboards	0.0							
A	Wall	0.0							
B	Wall	/							
C	Wall	0.1							
D	Wall	0.0							
	Chair rail	/							
	Ceiling	0.1							
	Crown Molding	/							
C	Door	NE							to STAIR 1
	Casing	0.1							
	Jamb	0.0							
D	Door	NE							to CLOSET
	Casing	0.0							
	Jamb	0.1							
	Window Trim	/							
	Sill	/							
	Sash	/							
	Well	/							
	Cabinet Base	/							
	Door Exterior	/							
	Door Interior	/							
	Walls	/							
	Shelves	/							
	Shelf Supports	/							
	Closet Shelf	NE							
	Shelf Supports	↓							
	Radiator	/							
	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: \_\_\_\_\_

## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 Finglass Rd, She Han, CT

Floor: 1 Room: Bath

Apt. #: \_\_\_\_\_

Project Name: Shehan Moving LTRB

Project Number: 2022-129-1

Page \_\_\_\_\_ of \_\_\_\_\_

(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	NC							
	Baseboards	/							file
A	Wall	0.0							
B	Wall	0.0							
C	Wall	0.0							
D	Wall	0.1							
	Chair rail	/							
	Ceiling	0.0							
	Crown Molding	/							
A	Door	NC							to Hall
	Casing	0.1							
	Jamb	0.0							
	Door	/							
	Casing	/							
	Jamb	/							
C	Window Trim	0.1							
	Sill	0.0							
	Sash	0.0							
	Well	1.5	✓	W	✓				
	Cabinet Base	0.0							
	Door Exterior	0.0							
	Door Interior	0.0							
	Walls	0.0							
	Shelves	NC							
	Shelf Supports	/							
	Closet Shelf	/							
	Shelf Supports	/							
	Radiator	/							
	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: \_\_\_\_\_



## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 Finglass Rd, She Han, CT

Apt. #: \_\_\_\_\_

Floor: 1 Room: R5 - Bedroom

Page 1 of 1

Project Name: Shelter Moving L200 Project Number: 2022-129-1

(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	COV							
	Baseboards	0.1							CARPET
A	Wall	0.0							
B	Wall	0.0							
C	Wall	0.1							
D	Wall	0.0							
	Chair rail								
	Ceiling	0.0							
	Crown Molding								
A	Door	NR							to handle
	Casing	0.1							
	Jamb	0.0							
B	Door	NR							to clean
	Casing	0.0							
	Jamb	0.1							
D	Window Trim	0.1							
	Sill	0.0							
	Sash	0.1							
	Well	1.7		W	W				
	Cabinet Base								
	Door Exterior								
	Door Interior								
	Walls								
	Shelves								
	Shelf Supports								
B	Closet Shelf	0.1							
	Shelf Supports	0.0							
	Radiator								
	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: \_\_\_\_\_

## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 Finglass Rd, Sackville, N.S.

Apt. #: \_\_\_\_\_

Floor: 1 Room: R6 - Bedroom

Page      of     

Project Name: Shelton Moving 12/24 Project Number: 2022-1289-1

(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	CN							
	Baseboards	0.0							Carpet
A	Wall	0.0							
B	Wall	0.0							
C	Wall	0.1							
D	Wall	0.1							
	Chair rail	/							
	Ceiling	0.0							
	Crown Molding	/							
C	Door	NE							to Hall 1
	Casing	0.1							
	Jamb	0.0							
B	Door	NE							to closet
	Casing	0.1							
	Jamb	0.0							
D	Window Trim	0.1							
	Sill	0.1							
	Sash	0.0							
	Well	1.8		V	W				
	Cabinet Base	/							
	Door Exterior	/							
	Door Interior	/							
	Walls	/							
	Shelves	/							
	Shelf Supports	/							
B	Closet Shelf	0.1							
	Shelf Supports	0.0							
	Radiator	/							
	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: \_\_\_\_\_

## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 I Singlax Rd, Shelton CT

Apt. #: \_\_\_\_\_

Floor: 1 Room: R7-Bathroom

Page \_\_\_\_\_ of \_\_\_\_\_

Project Name: Shelton Haven 47124 Project Number: 2022-1257-1

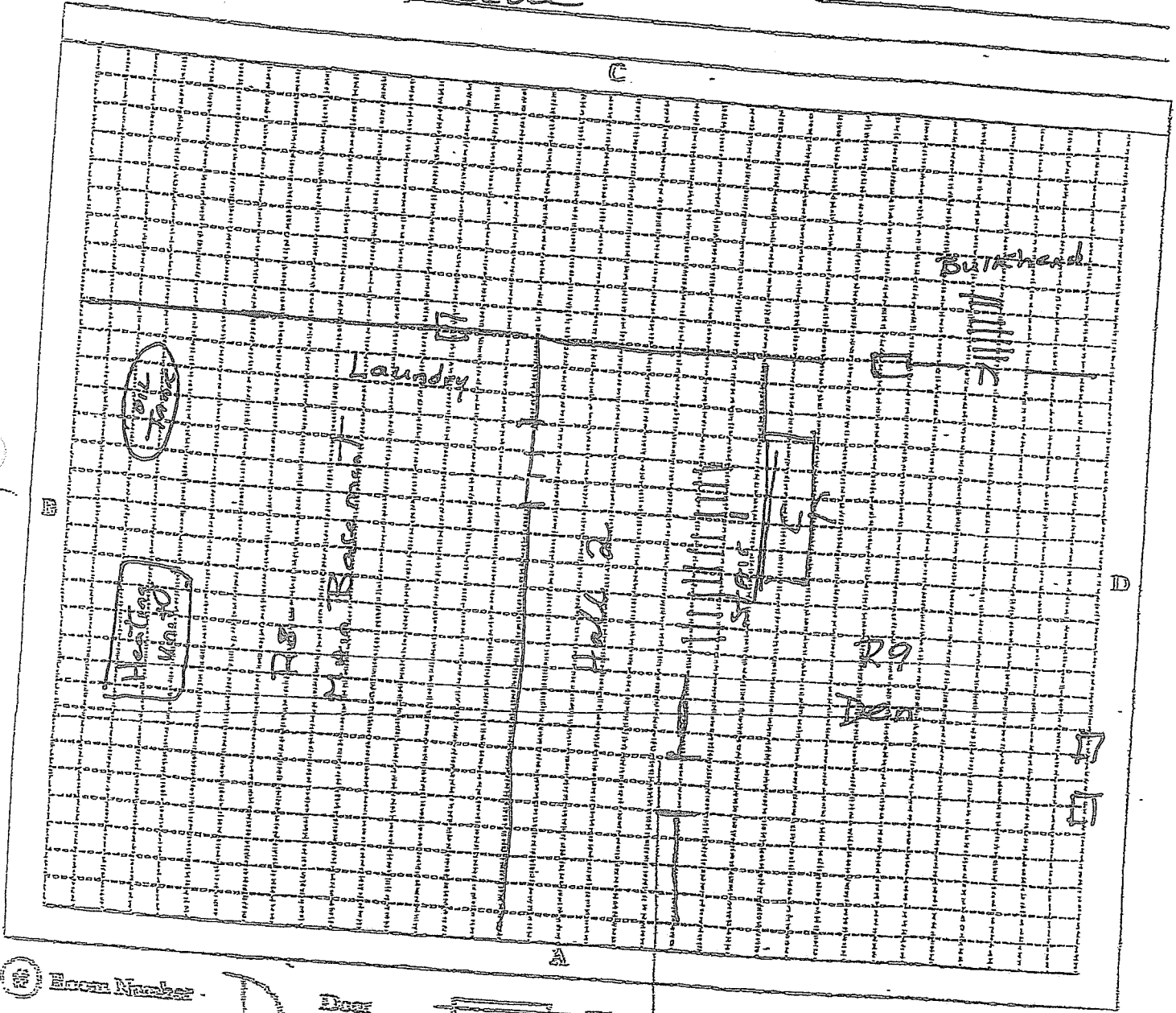
(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	COV							CARPET
	Baseboards	0.0							
A	Wall	0.1							
B	Wall	0.1							
C	Wall	0.0							
D	Wall	0.0							
	Chair rail	/							
	Celling	0.1							
	Crown Molding	/							
C	Door	N/C							to Hall 1
	Casing	0.2							
	Jamb	0.12							
B	Door	N/C							to Hall
	Casing	0.12							
	Jamb	0.0							
A	Window Trim	0.1							
	Sill	0.12							
	Sash	0.0							
	Well	3.1	✓	W	✓				
	Cabinet Base	/							
	Door Exterior	/							
	Door Interior	/							
	Walls	/							
	Shelves	/							
	Shelf Supports	/							
D	Closet Shelf	0.0							
	Shelf Supports	0.0							
	Radiator	/							
	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: \_\_\_\_\_

Project Name: Shelton Manor 175 Jamaica Ln  
 Address: 175 Jamaica Rd Shelton, CT  
 Floor: Basement  
 Number of Doors: \_\_\_\_\_  
 Diagram of: Basement Level No. of Windows: \_\_\_\_\_  
 Project Number: 2022-129-1  
 Apt. #/Bldg #: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_



### LEAD INSPECTION - COMMON AREA

Address: 175 Isinglass Rd, Shelton, CT

Apt. #: \_\_\_\_\_

Floor: 1-Basement Room: Stair 1

Page \_\_\_\_\_ of \_\_\_\_\_

Project Name: Shelton Mason 6/21/19

Project Number: 2022-129-1

(If Positive - Check All That Apply)

Side	Surface	ERF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
A	Wall	/							
B	Wall	0.0							
C	Wall	/							
D	Wall	0.1							
	Floor	/							
	Tread	NG							
	Riser	NG							
	Stringer	/							
	Baseboard	/							
	Lower Railing	/							
	Baluster	/							
	Railing Cap	/							
	Newel Post	/							
	Hand Rail	NG							
	Door	NG							
	Casing	0.0							
	Jamb	0.2							
	Door	/							
	Casing	/							
	Jamb	/							
	Window Trim	/							
	sill	/							
	Sash	/							
	Well	/							
	Radiator	/							

\* 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: \_\_\_\_\_

## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 Finglax Rd, Shelton CT

Apt. #: \_\_\_\_\_

Floor: Basement Room: Sheet 2

Page \_\_\_\_\_ of \_\_\_\_\_

Project Name: Shelton Moving 4/2024

Project Number: 2022-0129-1

(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	N/C							
	Baseboards	/							
A	Wall	N/C							Paneling ↓
B	Wall	N/C							
C	Wall	N/C							
D	Wall	N/C							
	Chair rail	/							
	Ceiling	N/C							tile
	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	/							

\* 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: \_\_\_\_\_

## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 Fitzgerald Rd, Shelton, CT

Apt. #: \_\_\_\_\_

Floor: Basement Room: TR 2 - Main Basement

Page \_\_\_\_\_ of \_\_\_\_\_

Project Name: Shelton Moving 2/2021 Project Number: 2020-12901

(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	0.3		C					
	Baseboards	/							
A	Wall	0.4							
B	Wall	COV							Insulation
C	Wall	0.6							
D	Wall	0.5							
	Chair rail	/							
	Ceiling	Ne							
	Crown Molding	/							
	Door	/							
	Casing	/							
	Jamb	/							
	Door	/							
	Casing	/							
	Jamb	/							
C	Window Trim	/							
	Sill	0.6		C					
	Sash	COV							
	Well	COV							
	Cabinet Base	/							
	Door Exterior	/							
	Door Interior	/							
	Walls	/							
	Shelves	/							
	Shelf Supports	/							
	Closet Shelf	/							
	Shelf Supports	/							
	Radiator	/							
	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: \_\_\_\_\_

## XRF FIELD DATA SHEET - INTERIOR ROOM

Address: 175 Franklin Rd. Shelton CT

Floor: Balcony Room: R9-Den

Apt. #: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

Project Name: Shelton Manor 2022

Project Number: 2022-129-1

(If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Floor	NC							
	Baseboards	NC							
A	Wall	NC							
B	Wall	↓							pane lig
C	Wall	↓							
D	Wall	↓							
	Chair rail	NC							
	Ceiling	NC							
	Crown Molding	NC							
C	Door	NC		M					
	Casing	0.0							to stair 2
	Jamb	0.1							
B	Door	NC							
	Casing	NC							to closet -
	Jamb	NC							Shelton Manor Den
D	Window Trim	NC							
	Sill	0.0							
	Sash	0.0							
	Well	NC							
	Cabinet Base	NC							
	Door Exterior	NC							
	Door Interior	NC							
	Walls	NC							
	Shelves	NC							
	Shelf Supports	NC							
	Closet Shelf	NC							
	Shelf Supports	NC							
	Radiator	NC							
	Wall Molding	NC							

\* 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: \_\_\_\_\_



## LEAD INSPECTION - COMMON AREA

Address: 175 Isinglass Rd Shelter Ct

Floor: Basement Bulkhead Room: Stair 2

Project Name: Shelter Mason (57100)

Apt. #: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

Project Number: 2022-129-1

(If Positive - Check All That Apply)

Side	Surface	RFI Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
A	Wall	/							
B	Wall	/							
C	Wall	/							
D	Wall	/							
	Floor	/							
	Tread	/							
	Riser	/							
	Stringer	/							
	Baseboard	/							
	Lower Railing	/							
	Baluster	/							
	Railing Cap	/							
	Newel Post	/							
	Hand Rail	/							
A	Door	/							
	Casing	/							to RA
	Jamb	/							
C	Door	0.5							Bulkhead Door
	Casing	/							
	Jamb	/							
	Window Trim	/							
	sill	/							
	sash	/							
	Wall	/							
	Radiator	/							

\* 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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Address: 175 Isinglass Rd, Shelton CT

Project Name: Shelton Moran LUNA

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Project Number: 2020-129-01

**XRF FIELD DATA SHEET - EXTERIOR OF SIDE A - House**

If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Foundation	NE							
	Skirt Board	COV							
	Corner Boards	COV							
	Siding	COV							Vinyl
	Upper Trim	COV							
A	Door	NE							
	Casing	COV							
	Jamb	COV							Entry DR
	Threshold	1.4	✓	W	✓				
	Kick Board	COV							
	Storm Door	NE							
	Window Sill	COV							
A2	Trim	COV							
	Sash	1.9	✓	W	✓				
	Blind Stops	1.9	✓	W	✓				
	Storm Window	NE							
	Basement Sash	NE							
	Frame	NE							
	Bulkhead	NE							
	Downspouts	COV							
	Porch Floor	NE							
	Ceiling Joist	NE							
	Lower Trim	NE							
	Lower Railing	NE							
	Balusters	NE							
	Railing Cap	NE							
	Ceiling	NE							
	Lattice	NE							
	Lattice Frame	NE							
	Support Columns	NE							
	Column Base	NE							
	Brackets	NE							
	Hand Rails	NE							
	Treads	NE							
	Risers	NE							
	Stringers	NE							

\* 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:

A3 Window Sash: 1.5 pos def

**XRF FIELD DATA SHEET - EXTERIOR OF SIDE**

**B - House**

Address: 175 Isinglass Rd, Shelton, CT

Project Name: Shelton Moran LLC

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Project Number: 2020-129-1

If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Foundation	NR							
	Skirt Board	COV							
	Corner Boards								
	Siding								Vinyl
	Upper Trim								
B	Door	BR	✓	W	✓				
	Casing	COV							exterior door
	Jamb	NA							last of the door jamb
	Threshold	NA							
	Kick Board	COV							
	Storm Door								
CW	Window Sill	COV							
COV	Trim	COV							
B	Sash	1.7	✓	W	✓				
	Blind Stops	1.7	✓	W	✓				
	Storm Window	NR							
	Basement Sash								
	Frame								
	Bulkhead								
	Downspouts								
	Porch Floor	NR							
	Ceiling Joist								
	Lower Trim								
	Lower Railing								
	Balusters								
	Railing Cap								
	Ceiling								
	Lattice								
	Lattice Frame								
	Support Columns								
	Column Base								
	Brackets								
	Hand Rails								
	Treads	NR							
	Risers								
	Stringers								

\* 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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Address: 175 Kinglake Rd, Shelton WA XRF FIELD DATA SHEET - EXTERIOR OF SIDE C House

Project Name: Shelton Marine L2, A

Page      of     

Project Number: 2022-129-1

If Positive - Check All That Apply

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Foundation	NC							
	Skirt Board	COV							
	Corner Boards	COV							
	Siding	COV							
	Upper Trim	COV							
	Door	3.1	✓	W	✓				
	Casing	COV							
	Jamb	0.2							
	Threshold	0.3							
	Kick Board	COV							
	Storm Door	---							
	Window Sill	COV							
	Trim	COV							
C3	Sash	2.1	✓	W	✓				
	Blind Stops	2.1	✓	W	✓				
	Storm Window	NC							
	Basement Sash	NA	✓		✓				
	Frame	---							wid window
	Bulkhead	---							sash with
	Downspouts	0.1							detached
	Porch Floor	---							where joint
	Ceiling Joist	---							covered with
	Lower Trim	---							at only using
	Lower Railing	---							led, without
	Balusters	---							
	Railing Cap	---							
	Ceiling	---							
	Lattice	---							
	Lattice Frame	---							
	Support Columns	---							
	Column Base	---							
	Brackets	---							
	Hand Rails	---							
	Treads	0.5							
	Risers	0.3							
	Stringers	0.5							

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 Notes: \_\_\_\_\_

XRF FIELD DATA SHEET - EXTERIOR OF SIDE

D-House

Address: 175 Itanaka Rd, Shelton CT

Project Name: Shelton Mason L.A.

Page      of     

Project Number: 2020-129-1

If Positive - Check All That Apply

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Foundation	NC							
	Skirt Board	COV							
	Corner Boards								Vinyl
	Siding								
	Upper Trim								
	Door								
	Casing								
	Jamb								
	Threshold								
	Kick Board								
	Storm Door								
	Window Sill	COV							
	Trim	COV							
VR	Sash	1.9	✓	W	✓				
	Blind Stops	1.9	✓	W	✓				
	Storm Window	NC							
	Basement Sash	1.9	✓	W	✓				
D2	Frame	---							wood window
	Bulkhead	---							5/16" x 1/2"
	Downspouts	0.0							detached white
	Porch Floor								part red
	Ceiling Joist								founder the
	Lower Trim								to station
	Lower Railing								of 1/2" x 1/2"
	Balusters								has some
	Railing Cap								portion
	Ceiling								
	Lattice								
	Lattice Frame								
	Support Columns								
	Column Base								
	Brackets								
	Hand Rails								
	Treads								
	Risers								
	Stringers								

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Address: 175 Ismael St, Shalma St  
 Project Name: Shalva Moran Land

**XRF FIELD DATA SHEET - EXTERIOR OF SIDE**

A-D-Garage  
 Page      of     

Project Number: 2022-129-1

If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
	Foundation	NR							
	Skirt Board	NR							
	Corner Boards	NR							
	Siding								Vinyl
	Upper Trim								
A	Door	2.2	✓	W	✓				
	Casing	NR							
	Jamb	NR							Over head doors
	Threshold	NR							
	Kick Board	NR							
	Storm Door	NR							
	Window Sill	NR							
B	Trim	NR							
	Sash	0.2							
	Blind Stops	0.2							
	Storm Window	NR							
	Basement Sash	NR							
	Frame	NR							
	Bulkhead	NR							
	Downspouts	NR							
	Porch Floor	NR							
	Ceiling Joist								
	Lower Trim								
	Lower Railing								
	Balusters								
	Railing Cap								
	Ceiling								
	Lattice								
	Lattice Frame								
	Support Columns								
	Column Base								
	Brackets								
	Hand Rails								
	Treads								
	Risers								
	Stringers								

\* 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



THIS AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the CITY of Shelton (hereinafter referred to as the "CITY") and <COMPANY>  
(hereinafter referred to as the "CONTRACTOR"):

WHEREAS, the CITY desires to retain the services of <CONTRACTOR> to perform any and all services as required and set forth in "City of Shelton <RFP> <RFQ> Bid # <NUMBER> <TITLE>" in accordance with the Contract Documents and Addenda set forth in Schedule A.

NOW, THEREFORE, CITY and the CONTRACTOR for the consideration of One (\$1.00) Dollar and other valuable consideration and under the terms and conditions hereinafter set forth, hereby agree as follows, to wit:

1. The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform any and all services as required and set forth in "City of Shelton <RFP> <RFQ> Bid # <NUMBER> <TITLE>" in accordance with the Contract Documents and Addenda set forth in Schedule A.
2. Additional work shall be performed by the CONTRACTOR only with the specific authorization of the CITY under a written amendment to this Agreement.
3. The CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the highest standards and best practices of its trade.
4. In performing the services required under this Agreement, the CONTRACTOR shall conform to all applicable provisions of Federal, State and local laws and regulations, including all environmental matters.
5. The CONTRACTOR shall indemnify, defend and save harmless the CITY for any damages, claims, actions and losses arising either directly or indirectly from the work performed by the CONTRACTOR or his subcontractors. The provisions of this paragraph shall survive the expiration or termination of the Agreement and shall in no way be limited by reason of any insurance coverage.
6. The CONTRACTOR shall provide the CITY with evidence of insurance coverage of a type and in the amounts required by the contract documents and naming the CITY as an additional insured if the CITY so requires. All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible. A Performance Bond and a Payment Bond, each in the amount of \$ <AMOUNT> shall be presented to the CITY prior to commencing the performance of any

work under this agreement. The Performance Bond shall be released upon the CITY's final acceptance of the Project.

7. In providing the services required under this Agreement, the CONTRACTOR shall meet with CITY officials/representatives as often as reasonably necessary and shall be available upon request.
8. The CITY of Shelton may terminate any Contract/Purchase Order at any time for any reason. Said termination shall not give rise to any claim against the CITY for damages or for additional compensation.
9. Nonappropriation: If the CITY fails to appropriate the funds required by the Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed to be terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the CITY shall pay CONTRACTOR any amounts due for services rendered as of the date of termination.
10. The CITY shall compensate the CONTRACTOR \$ <AMOUNT>.
11. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement.
12. The CONTRACTOR shall commence work on this project as directed by the CITY.
13. All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the CITY.
14. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any CONTRACTOR who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
15. Pursuant to Connecticut General Statutes Section 49-41a, the CONTRACTOR, within thirty (30) days after payment by the CITY, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY. In addition, the CONTRACTOR shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the CONTRACTOR which encompasses labor and materials furnished by such subcontractor.
16. Pursuant to Connecticut General Statutes Section 49-41b, the CITY shall withhold five percent (5%) from any periodic payment or final payment until the work required herein has been completed and accepted by the CITY.



17. The CONTRACTOR acknowledges the execution of the Non-Collusion Affidavit which was submitted as part of the bid documents and reaffirms the statements provided for therein.
18. The CONTRACTOR agrees that the CITY of Shelton, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such CONTRACTOR, involving transactions related to the CONTRACTOR.

The period of access and examination described above, for records which related to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by the CITY, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

19. Pursuant to Connecticut General Statutes Section 31-52a, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

CITY OF SHELTON

COMPANY \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
 Mark A. Laretti  
 Mayor

\_\_\_\_\_  
 Contractor Title



## Schedule A – Bid and Contract Documents

1. Bid Requirements Form
2. Non-Collusion Affidavit
3. Suspension and Debarment
4. Return Labels
5. Sample Contract
6. General Specifications
7. Schedule A