

**INSTRUCTIONS TO BIDDERS**

Mail or deliver this entire completed bid package in a sealed envelope to be received no later than 10:05 A.M. on Monday, December 7, 2015

TO: Town of Middlebury  
Finance Department  
Attn: Connie Brunswick  
1212 Whittemore Road  
Middlebury, CT 06762

To be noted on the outside of the envelope:

**DO NOT OPEN UNTIL 10:05 A.M. on Monday, December 7, 2015**

Project # 081-117  
276 Christian Road  
Middlebury, CT 06762

There will be a mandatory pre-bid conference on Monday, November 30, 2015 at 10:30 A.M. at

276 Christian Road  
Middlebury, CT 06762

**NOTE: CONTRACTOR IS TO SUBMIT THE ENTIRE BID PACKAGE AND ANY ADDENDUM ISSUED. ALL BIDS MUST BE FILLED IN COMPLETELY. IT IS SUGGESTED THAT THE CONTRACTOR RETAIN A COPY OF THE ENTIRE BID PACKAGE.**

**ALL BIDS SHALL REMAIN IN EFFECT FOR FORTY-FIVE (45) CALENDAR DAYS AFTER THE RECEIPT OF BIDS.**

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

**AN AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY EMPLOYER  
WBE/ SBE/ MBE & SECTION 3 DESIGNATED BUSINESSES  
ARE ENCOURAGED TO APPLY**

**TOWN OF MIDDLEBURY  
GENERAL CONDITIONS**

OWNER: Susan Fedor  
ADDRESS: 276 Christian Road  
Middlebury, CT 06762

Project # 081-117

1. The Contractor, unless otherwise specified, shall provide all labor, materials, tools, equipment, and related items, and pay all necessary taxes, fees, and permits necessary to complete all of his work as detailed on the attached scope of work.
2. All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits and provide a copy to the Owner.
3. The Contractor certifies that he has familiarized himself with the requirements of the specifications and plans and understands the extent and character of the work to be done, and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid.
4. The selected Contractor must, prior to contract signing, supply the Town of Middlebury 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 harmless the Owner and the Town of Middlebury under these policies, which shall list the Town of Middlebury, its agents and the Owner as additional insured.
5. The Contractor agrees that all services offered by the Municipality through L. Wagner & Associates, Inc. (hereinafter referred to as the "Project Manager"), 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 Project Manager, their officers, agents and employees from and against any and all damage, liability, loss, expense, judgment or deficiency of any nature whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Municipality or Project Manager which shall arise out of or result from Project Manager's performance in good faith of services pursuant to the Professional Services Contract. The Contractor agrees that the Project Manager shall not be liable to the Contractor, its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to Professional Services Contract.

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

14. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate Contractor employed by the Owner, or by changes ordered in the work or by labor disputes, fire, unusual delay in delivery of materials, transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which justifies the delay, the contract time shall be extended by Change Order for such reasonable time as may be agreed upon by all parties. It shall be the responsibility of the Contractor to request and document in writing such extensions within three (3) calendar days.
15. 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:
16. 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.
17. 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.
18. The Contractor may request a maximum of \_\_\_\_\_ progress payments as work is completed in accordance with the attached specifications. No down payments or payments for materials stored on site shall be authorized. Payment applications shall be addressed to the property owner in the form of an itemized bill for the portion of work completed by the Contractor. The first payment application shall be accompanied by a copy of the Building Permit. Fully executed Lien Waiver(s) shall be provided by the Contractor upon receipt of the payment. Lien waivers from the Prime Contractor, sub-contractors and material suppliers will be required 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.
19. All claims or disputes between the Owner and Contractor arising out of or related to the work shall be resolved in accordance with Construction industry arbitration rules of the American Arbitration Association (AAA), unless the parties mutually agree otherwise. The Owner and Contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to AAA. Notice of the demand for arbitration shall be filed in writing, with a copy to the other party to this Construction Agreement, and shall be made within a reasonable time after the dispute has arisen.

The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. IF the arbitrator's award is in a sum which is less than that which was offered in settlement by the Owner, the arbitrator may award costs and attorney's fees in favor of the Owner. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the Contractor, the arbitrator may award costs and attorney's fees in favor of the Contractor.

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

20. Section 3 of the Housing and Urban Development Act of 1968 applies to this contract if the amount of HUD assistance exceeds \$200,000 or the contract or subcontract exceeds \$100,000. The Contractor shall, to the maximum extent feasible, provide opportunities for training and employment in connection with this contract to low income persons residing in the PMSA relevant to the project location. The Contractor must make a good faith effort to fill any job vacancies and training opportunities with low income persons residing in the PMSA relevant to the project location. Where the preceding applies, contractors must comply with the following Section 3 Clause:

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

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

24. The premises herein shall be occupied during the course of the construction work.
25. No officer, employee or member of the Governing Body of the Town of Middlebury shall have any financial interest, direct or indirect, in this contract or the proceeds of this loan.
26. The Owner and/or Town 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 Town.
27. Substitutions of materials from that specified are only allowed on an approved/equal basis. The Contractor must submit written documentation of the substitute item or material for approval by the Owner and Program prior to making such substitution. Any items or material substituted by the Contractor without prior written approval of the Owner and Program will at Contractor's expense be replaced if it is determined not to be equal to the item or material specified. Any surrounding, adjoining, or dependent items affected by replacement of unequal substituted material shall also be replaced, reworked, and reinstalled at no cost to the Owner.
28. 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.
29. All bids shall remain in effect for forty five (45) calendar days.
30. 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.
31. OTHER PROVISIONS – LEAD BASED PAINT
  - A. Any and all rehabilitation work under this Agreement will comply with the requirements of the Federal Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form. The construction or rehabilitation of residential structures with assistance provided under this contract is subject to the final regulations "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally owned Residential Property and Housing Receiving Federal Assistance". The regulation is at 24 CFR Part 35. It implements sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X, of the Housing and Community Development Act of 1992. Sections 1012 and 1013 amend the Lead-Based Paint Poisoning Prevention Act of 1971.

- B. Provided, however, that the Owner shall have sole responsibility for assuring that his property conforms to the Lead-Based Paint Removal Requirements and the Program shall not assume any liability whatsoever as a result of identifying volatile levels of Lead-Based Paint or its removal except insofar as to comply with applicable environmental regulations.
- C. PUBLIC LAW 91-695 "LEAD-BASED PAINT POISONING PREVENTION ACT"  
The Contractor shall adhere strictly to the provisions of the "Lead-Based Paint Poisoning Prevention Act". Specifically, the Contractor will not utilize lead-based paint as a finish or undercoat or any other use in or out of residential dwellings funded in whole and/or part by the Federal Government.

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

**Attachment A**

**Notice of Cancellation**

«Date»

You may cancel this transaction without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of the cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to «Business\_Name» at «Contractor\_Address», «Contractor\_CityStateZip», not later than midnight of «Contract\_Cancel\_Date».

I hereby cancel this transaction.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

## Lead Paint Information and Lead Report

### Lead Hazards

1. The contractor will address all lead hazards listed in the enclosed lead report.
2. If the total cost of the project exceeds \$25,000 the contractor carrying out the work must comply with the licensing requirements established pursuant to Connecticut General Statute sections 20-474 through 20-476, and the Lead Licensure and Certification Regulations sections 20-478-1 through 20-478-2. The contractor carrying out the work must be licensed by the Connecticut Department of Public Health as a Licensed Lead Abatement Contractor. Employees carrying out the work must be certified as Lead Abatement Workers. At least one employee onsite must hold certification as a Lead Abatement Supervisor.
3. If the location of the rehabilitation project is the residence of a child under the age of six, then the contractor carrying out the work must comply with the licensing and certification requirements described in paragraph A, above. The contractor must also carry out lead abatement work, as described under the Lead Poisoning Prevention and Control Regulations section 19a-111-1 through 19a-111-11. A contractor shall not begin work until after the lead abatement work plan has been approved by the local Director of Health.
4. If the total cost of the project is under \$25,000 the contractor carrying out the work must comply with the requirements of the U.S. Environmental Protection Agency's (EPA) Renovation, Repair and Painting Rule (RRP Rule), as well as with HUD's Lead-Safe Work Practices requirements. The company or firm hired to carry out the work shall hold the credential of "EPA RRP Certified Firm." An individual representing that firm, must hold the credential of "EPA certified Renovator." Workers onsite must be trained in lead-safe work practices. (Please note: Although the HUD Lead-Safe Work Practices requirements do not apply to projects that are below \$5,000, the EPA RRP Rule does apply to projects that cost less than \$5,000. Also, the EPA and HUD lead-safe work practices 'certifications' are not equivalent to the licensure and certification requirements of the Connecticut Department of Public Health.)

## **Disposal**

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

## **Clearance Testing**

1. The Contractor shall hire a Licensed Lead Abatement Consultant, who employs a Certified Lead Inspector or Certified Lead Inspector Risk Assessor to carry out a re-inspection of the work area where lead hazards have been controlled or eliminated. The re-inspection and clearance sampling shall be done only after completion of the project. If visible debris remains in the work area, the project is not complete. The licensed lead consultant and certified inspector shall issue a letter of compliance when the lead remediation or lead abatement work, and dust wipe results are found to be acceptable.
2. The Contractor shall provide the owner, and town with copies of the dust wipe clearance results and the letter of compliance.

**General Construction Notes**

1. The Contractor shall perform the work to accommodate to the greatest extent reasonable the normal use of the premises by the Owner during the construction period.
2. It is the Owners intention to proceed with the dwelling occupied during the entire construction project. Coordinate with the Owner in all construction operations to minimize conflict, and to facilitate the Owners usage of the dwelling, parking, and access to the building. Working hours are Monday – Saturday, 7:30 AM - 5:00 PM, unless otherwise agreed to by the Owner.
3. The Contractor shall maintain containment within the work area when performing lead based paint reduction activities as required, until such time as clearance is received.
4. The Contractor shall coordinate any and all short-term interruptions or shutdowns with the Owner prior to commencing.
5. The Contractor shall take every precaution to ensure the safety of the occupant(s) during all phases of construction. The Contractor shall to the greatest extent reasonable maintain at least one exit for access. Coordinate restrictions and closures with Owner.
6. The Contractor shall be responsible for protecting the dwelling and contents from weather and or physical damage during construction.
7. The Contractor shall be responsible for any damage caused to the building and or its contents caused by lack of said protection to the dwelling or its contents until completion of the contract at no additional cost to the Owner.
8. The Contactor will be responsible for the movement of the owner's furnishings as required to facilitate the proposed work The Owner is responsible for the movement and safe keeping of valuable personal items and kick-knacks.
9. The Contractor shall assume full responsibility for the protection and safekeeping of his materials and products under this Contract stored on the site. The Contractor shall move any stored products under the Contractor's control which interfere with operations of the Owner.
10. Plants, shrubs, and lawn areas are to be protected from damage and debris. Repair and/ or replacement of all damage to existing landscaping shall be done at no additional cost to the Owner.

### **Project Meetings**

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

### **Product and Execution**

1. Workers shall be experienced and skillful in performing the work assigned to them.
2. Contractor shall verify critical dimensions, operations and functions in the field before ordering or fabricating items which must fit adjoining construction. The Contractor shall verify all existing conditions and dimensions prior to the work. Any and all discrepancies shall be reported to the Owner and Project Manager prior to ordering any materials or performing the work.
3. The Contractor shall follow manufacturer's instructions for assembly, installation and product adjustment. In the event of conflicting specifications the specifications of the manufacturer shall prevail.
4. The Contractor shall notify the Owner and Project Manager, within 24 hours of discovery, in the event unforeseen circumstances. If the work is deemed additional or extra by the Project Manager then a change order will be negotiated, executed and authorized by the Contractor, Owner and Project Manager prior to the commencement of the work. Any work performed prior to the execution of a change order may not be considered for payment.
5. The specifications do not attempt to detail every task and procedure required to perform the work in full. The Contractor shall perform the work as required to complete the work in a professional manner using customary trade practices and standard work practices.

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

1. The contractor shall include in their bid the cost of trash containers and the removal and lawful disposal of said debris off site as required.
2. The Contractor shall coordinate with the Owner for the placement of trash containers if necessary prior to the start of demolition.

3. The Contractor shall be responsible for the daily clean up and maintenance of the site. All debris, construction materials, scrap, rubbish etc. shall be placed in a trash container or dumpster on a daily basis. Sidewalks, driveways and pedestrian ways shall be clean and free of debris at the end of each day.
4. The Owner shall not place anything in the dumpster without prior approval from the Contractor.

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

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

### **Submittals**

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

1. Submit the following before the start of work:
  - a. Copy of building permit.
  - b. Material submittals.
  - c. Construction schedule.
2. Submittals before Certificate of Completion and final payment.
  - a. Acceptance of work from local Building Official.
  - b. All warranty and guarantee information.
  - c. Signed and notarized lien waivers from first tier subcontractors and suppliers.
  - d. TCLP and lead clearance test results if required.

**Warranties and Guarantees**

The Contractor shall issue the Owner a written Notice of Guarantee after the date of receipt of Certificate of Completion. Submit to the Owner on letterhead in the following form;

Name of Project and Date

I/We, Company Name hereby warranty and guarantee the labor and workmanship on the renovations performed at 276 Christian Road, Middlebury, CT as per the contract signed on Contract Date for a period of one (1) year from the date of the Certificate of Completion.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

## **ROOFING & VENTILATION**

### **General**

1. Work in this section shall be governed by the Contract Documents. Contractor shall provide all materials, labor, equipment and services necessary, to perform and complete the work specified herein and or as required by job conditions.

### **Intent**

1. The intent of the proposed work is to remove and dispose of all roofing materials from the house roof.
2. Provide and install 30 year rated, roofing system including but not limited to metal rake and drip edging, ice & water shield, shingle underlayment, ridge vents, plumbing boots, and flashings. Contractor to verify all measurements in the field.

### **References**

1. ASTM D 224 - Standard Specifications for Smooth Surfaces Asphalt Roll Roofing
2. ASTM D226 - Standard Specifications for Asphalt Saturated Organic Felt used in Roofing & Waterproofing
3. ASTM D 3018 - Standard Specification for Class A Shingles Surfaced with Mineral Granules.
4. ASTM 3161 - Standard Test Method for Wind Resistance of Asphalt Shingles (Fan Induced Method)
5. ASTM 3462 - Standard Specification for Asphalt Shingles Made from Glass felt and Surfaced with Mineral Granules.
6. ASTM 4586 - Standard Specification for Asphalt Roof Cement, Asbestos Free
7. ASTM D4869 - Standard Specification for Asphalt – Saturated Organic Felt Shingle Underlayment used in roofing.
8. ASTM D 6757 - Standard Specifications for Inorganic Underlayment for Use with Steep Slope Roofing
9. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.

## Materials

1. Rake & Drip Edge - White aluminum rake & drip. Drip edge shall be 5" wide.
2. Underlayment - GAF "Shingle Mate" or approved equal for strip type shingles and GAF "Roof Pro" for SBS roofing application. Underlayment shall conform to ASTM - D226, Type 1 or ASTM D4869 type 1.
3. Leak Barrier - GAF "Weather Watch" mineral surfaced leak barrier or approved equal. Material shall conform to the requirements of ASTM D 1970. Thickness to be min. 40 mils. Tensile strength MD (lbf/in) minimum 25.
4. Starter strip shingles shall be Pro Start Eave and Rake starter strip as manufactured by GAF or approved equal.
5. Laminated fiberglass shall be GAF Timberline HD Shingles or approved equal. Shingles shall carry Underwriter's Laboratories labels, UL® 790 Class A Fire Resistance, UL® 997, Wind Resistance and ASTM D3462. Shingles shall be Class A, strip type, self-sealing.
6. Hip and Ridge shingles shall be Seal-A-Ridge, ridge cap shingles as manufactured by GAF or approved equal.
7. Ridge Vent - GAF "Cobra" Ridge Vent, or approved equal.
8. Fasteners - Aluminum or galvanized sharp pointed conventional roofing nails with smooth shanks, minimum 3/8" diameter head and of sufficient length to penetrate 3/4" into solid decking or penetrate through plywood sheathing. Provide 6 nails per full shingle. Staples are not acceptable.
9. Roof boots/ Flashing Vents - EPDM rubber-aluminum boots.
10. Flashing cement - trowel grade non asbestos mineral- fibered roofing mastic ASTM D-2822 Type 1 and ASTM D-4586 Type 1, equivalent to Karnak.
11. Step and roll flashing - Aluminum 0.040" thick, color mill finish.
12. Chimney flashing – step and lead counter flashing.

### **Shingle Removal**

1. Remove and legally dispose of existing roofing materials such as but not limited to shingles, roof boots, roof vents, plumbing boots, flashing materials, rake and drip edge, felt paper and fasteners from roof.
2. Contractor shall remove only as much material as can be replaced in a single work day. Contractor shall be responsible for any water damage to the structure and to Owners' property as a result of inadequate protection.
3. Removal work shall be done in a manner and by such means as is necessary to protect the buildings from damage; to cause minimum interruption to activities; to avoid hazard or injury to persons or property during the entire construction project.

### **Preparation of Roof Deck**

1. The contractor shall inspect the entire area to be roofed and verify it is clean and free of debris, nails, or any other item which may cause interference with the installation of the new roofing materials.
2. Install two (2) courses of ice & water shield along all eaves. Install full coverage ice & water barrier on any roof with less than a 4/12 pitch.
3. Install full sheet of ice & water barrier centered in valleys allowing for 18" overlap onto either roof deck. Overlap minimum of 6" at head laps.
4. Install (18") eighteen inch wide strip of ice & water barrier along the rakes. Overlap and seal joints a minimum of 6".

**Contractor to call and schedule with Project Manager visual inspection of leak barrier installation in all areas of roof prior to covering with shingles or siding. Failure to obtain visual inspection will result in removal of material to verify existence to the satisfaction of the Project Manager.**

5. Install a minimum of 18" x 18" piece of ice & water shield around any roof penetrations such as vent, hoods, plumbing stacks etc.
6. Install new metal rake and drip edge on all rakes and eaves. Fasten new metal edging every 8" on center using approved fasteners.
7. Install roofing underlayment over all roof decks to receive new roofing. Lap each course a minimum of 6" over lower course, and side lapping 4" at all joints.
8. Install underlayment on remaining areas of roof upon completion of installing ice & water barrier.

### **Shingle Roofing**

1. Install starter course along eaves per manufacturer's written instructions.
2. Install shingles per manufacturer's written instructions. Apply six nails per full shingle. Fasten shingles at or below nailing line. Maintain six inch (6") clearance from butt end of proceeding course with any fasteners. Install shingles to meet wind zone requirements per the local building code.
3. Contractor shall provide one additional unbroken bundle of shingles identical to those installed for the Owners usage in the event of future need.

### **Low Pitch Roof**

1. Apply only when the weather and forecast is dry and the ambient air temperature is 40° F and rising.
2. Do not apply over shingles or any granulated surface.
3. Apply over clean, dry and dust free substrates. Sweep area to receive new roofing.
4. Tape all new CDX plywood joints.
5. Supply and install new rake and drip edging.
6. Supply and install two (2) base sheets equal to Polyglass "Elastoflex SA-V" or GAF Liberty Low Slope self-adhering base sheet.
7. Supply and install 1 cap sheet equal to Polyglass "Elastoflex SA-P" or GAF Liberty self-adhered, polyester reinforced SBS membrane.
8. Center cap roll over seam of base layer.
9. After installation of the entire roof surface, roll with an 80lb roller

### **Valleys**

1. Valleys shall be constructed using a closed cut style installation. Install shingles as per shingle manufacturer's written instructions. Install shingles on smaller area of roof and extend a minimum of 24" beyond center of valley. Contractor shall not nail within the valley. Over lay shingles from larger area of roof over new valley shingles and cut to form straight line centered in valley.

### **Roof Boots**

1. Replace existing roof boots and install EPDM rubber-aluminum roof boots on all plumbing vents as existing. Boot shall have soft rubber gasket.

### Ridge Vent

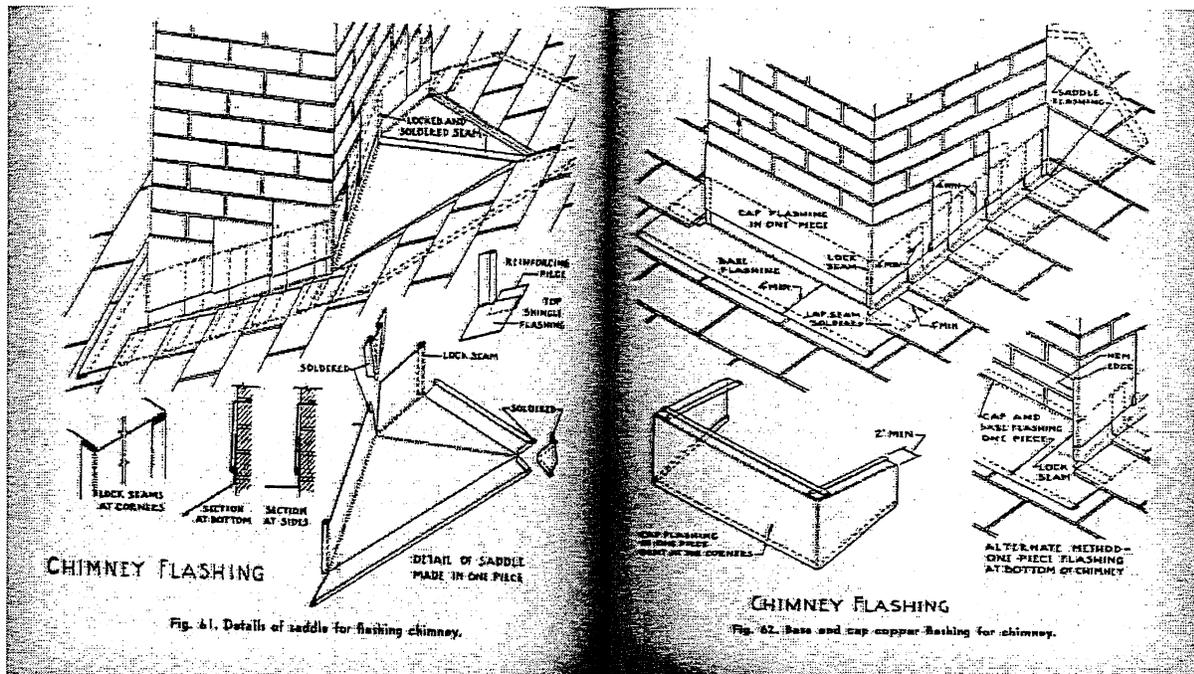
1. Cut through roof sheathing parallel with ridge down approximately 1" on either side of ridge board.
2. Provide and install Cobra-Roll Vent or approved equal in accordance with manufacturer's installation instructions.
3. Cap over new vent with roofing manufacturers ridge cap shingles. Fasten with appropriate sized galvanized roofing nails.

### Fascia Vent

1. Install fascia vent behind gutters at front and back of house.

### Chimney Flashing

1. Re-flash all existing chimneys with step flashing and lead counter flashing, as detailed in below diagram.



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

## GUTTERS

### General

Work in this section shall be governed by the Contract Documents. Contractor shall provide all materials, labor, equipment and services necessary, to perform and complete the work specified herein and or as required by job conditions.

### Intent

The intent of the proposed work is to remove and dispose of the existing gutters and provide and install new seamless aluminum gutters at the same location(s).

### Installation

1. Remove and dispose of existing gutters and rain leaders.
2. Inspect fascia materials and notify Owner and Project Manager of condition.

#### **Alternate # 1**

**Replace rotted fascia material as required. Install 1" nominal pre-primed pine.  
Price per 8' minimum section. \$ \_\_\_\_\_ . (Do not include in base bid cost).**

3. Provide and install new seamless aluminum gutters and leaders on house.
4. Fasten gutters 24" on center maximum to fascia with concealed brackets.
5. Gutter shall have a minimum wall thickness of .032. Gutters shall be pitched towards downspouts.
6. Provide and install aluminum leaders, at down spout. Leader shall have a minimum wall thickness of .019. Leader pipe shall be fastened to the building every 8' using concealed brackets.
7. Provide and install splash blocks at downspout if no sub surface drains exist. Connect leader drains to sub surface drains with appropriate adaptor if existing.

**Cost \$ \_\_\_\_\_**

## WINDOWS

### General

The Contractor shall provide all labor, material, equipment, and tools necessary to remove existing windows and install new vinyl replacement windows as follows. Contractor will be responsible for verifying all measurements and ordering new windows and all related materials.

### Intent

1. The intent of the proposed work is to remove and dispose of the existing windows at designated locations. Contractor shall replace any rotted wood frames, jambs or sills.
2. Provide and install new replacement windows in designated locations.

### Manufacturers

1. Harvey Building Products Waltham, MA 1-800-598-5400 [www.harveyind.com](http://www.harveyind.com) or approved equal.
2. Mercury Excelum East Windsor, CT 1-800-292-1802 [www.mercuryexcelum.com](http://www.mercuryexcelum.com) or approved equal.

### Quality Assurance

1. Manufacturer Qualifications: Minimum ten (10) years producing vinyl (PVC) windows.
2. Source Limitations: Obtain window units from one manufacturer through a single source.
3. Provide window units independently tested and found to be in compliance with ANSI/AAMA/NWDA 101/L.S.2-97 and current A440-05 performance standards listed above.
4. Specified fenestration with the following characteristics;  
  
U-Factor: Less than or equal to 0.30  
Solar Heat Gain Coefficient: Less than or equal to 0.3
5. Code Compliance: Provide windows that are labeled in compliance with the jurisdiction having authority over the project.
6. Energy Star Rated- windows shall carry Energy Star Rating.

### **Vinyl Replacement Window Features**

1. Provide and install replacement windows as specified below.
2. Replacement windows shall be as specified regarding size, shape, operation and features.
3. Window frames shall be nominal 0.070 inch (1.8mm) thick polyvinyl chloride (PVC) with miter cut and fusion welded corners. Contoured sash design shall be a nominal 0.070 inch (1.7mm) thickness with fusion welded corners. Color: White.
4. Glazing: Low E, 5/8 inch (22mm) nominal thickness, insulated glass units are silicone glazed with an exterior glazing bead.
5. Sash Balances: Block and tackle, complying with AAMA-902. Balance cords shall be anchored to locking terminal housings when the sash is tilted in.
6. Weather Stripping: In compliance with AAMA 701.2.
7. Screens: Half screen, with extruded aluminum frame and 18 x 16 charcoal finished fiberglass mesh screening.
8. Grill work: Match existing grill work.

### **Installation**

1. Provide and install total of 6, (six) vinyl double-hung replacement windows and one (1) picture window at the following locations:
  - a. First floor A wall; two window mulled unit.
  - b. First floor living room, A wall, picture window with double-hung flankers.
  - c. Second floor A wall dormers; single window in each dormer.
  - d. Second floor D wall; single double hung; owner supplied.
2. Provide and install 1, (one) picture window with double hung flanker windows in living room A wall.
3. Replacement windows shall match existing style and configuration as to size and function, with white solid vinyl frames, equal to, Mercury Excelum, or Harvey. Windows shall have welded frames and sashes. Contractor shall verify all measurements in the field.
4. Windows are to be equipped with insulating glass, tilt-in sashes, cam and sash locks and half height insect screens.
5. Windows shall have Energy Star rating as certified by manufacturer.

6. Remove dispose of storm windows as applicable.
7. Replace any rotted or damaged window sills, frames and brick mold before installing aluminum cladding.
8. Remove and save interior window stops. Any stops broken during removal will be replaced at no additional cost. If no stops presently exist, provide and install stops equal to Brosco 1288.
9. Remove and dispose of upper and lower sash, sash balances, weights, cords, etc., as applicable. Repair all damaged sills and trim; prepare area to be wrapped with aluminum coil stock.
10. Install replacement window, shim level and square as necessary and fasten with screws provided by manufacturer.
11. Insulate between wooden window jambs and vinyl replacement window using spun fiberglass insulation.
12. Re-install stops and fasten with appropriately sized finish nails. Set heads below surface and fill with wood filler. Caulk around remaining window stops and along sill using Phenoseal silicone caulk or approved equal.
13. Cover any exposed exterior blind stops, sills and casings with pre-finished aluminum coil stock. Fasten coil stock with pre-finished aluminum nails.

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

## DOORS

### General

This specification includes all labor, materials, taxes, and permits required to perform the work described below. All work must conform to applicable building codes. Coordinate with the work of all other trades specified elsewhere. Contractor will be responsible for verifying all measurements and ordering of new doors and all related materials.

### Intent

1. Install fire-rated passage door between garage and dining room.

### Entry Doors

1. Remove and dispose of existing 2-0 passage door between dining room and garage. Reframe opening to accept new 34" X 80" pre-hung, twenty minute fire-rated door.
2. Provide and install new 2-0 x 6-8 six panel pre-hung solid core fiberglass door such as Therma-Tru or Jeldwen or equal.
3. New unit is to be installed square, level, and plumb in rough opening so as to open freely and latch securely. Contractor is responsible for verifying all measurements in the field.
4. Install new lockset as manufactured by Schlage or Kwikset or approved equal. Provide owner with 2 keys for each lock.
5. Insulate between door jambs and rough opening with spun fiberglass prior to trimming interior of door.
6. Apply two coats of latex paint to all surfaces of newly installed door as per manufacturer's specs. Owner to choose colors.
7. Provide and install trim for interior of door with casing as per existing style. Finish interior trim to match existing.

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

## CARPENTRY

### General

This specification includes all labor, materials, permits, taxes, insurance, fees and inspections required to perform the work specified below. Coordinate with the work of other trades specified elsewhere. Disposal of debris and daily maintenance of the site is included in this specification. The site must be maintained in a workmanlike, safe, and weather tight condition daily.

### Intent

1. Remove existing stairs from garage to house.
2. Design and construct new stairs and landing.

### Rear Entry Landing & Stairs

1. Remove and dispose of rear entry stairs and landing.
2. Frame for new stairs, landings and railings with Douglas Fir dimensional lumber as follows:

Floor joists and blocking at landing	2x8 DF at landing spaced 16" O.C.
Stair Stringers	2x12 DF
Stair Treads	2x12 PT
Risers	1x8 PT ripped to fit
Posts	4x4 PT
Railing cap	2x6 PT
Decking at landing	5/4x6 composite radius edge
Guard rails	2x4 PT w/ 2x2 PT baluster

3. Securely fasten new landing framing to existing house foundation with anchors equal to Simpson TITEN HD heavy duty screw anchors.
4. Supply and install galvanized joist hangers of the proper size. Fasten to ledger board and box joist with galvanized joist hanger nails or Simpson brand structural screws.
5. Frame for new stairs with the lumber specified. Stairs to be a minimum of 36" wide in clear width. Stairway to have 3 stringers.

6. Stair treads shall have a minimum depth of 11 inches and a riser height of between 7 and 7 ½ inches. Provide nosing of between ¾" and 1 ¼" at all treads. Round over leading edge of nosing. Close in all risers with 1X pine material.
7. Install guard rail system along open sides of stairway and landing. Use 2X4 PT for top and bottom rails and 2X2 balusters spaced no more than 4" apart. Guards to be a minimum of 36" in height at landing and 34" in height measured vertically from the nosing of the treads.

**Window Framing**

1. Frame down window opening on second floor D wall from double window opening to single window opening.
2. Install owner supplied double hung window in new opening. (See window section for installation).
3. Install white vinyl siding at exterior on D wall around window to match existing siding.

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

## ELECTRICAL

### General

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

### Intent

1. Install new smoke/CO detectors.
2. Convert kitchen outlet to GFCI.

### Outlets / GFCI

1. Convert existing outlet over kitchen sink counter to GFCI outlet as required by code.

### Smoke / CO Detectors

1. Provide and install FIRST ALERT ONELINK model: SCO501CN-3ST wireless interconnected combination smoke and C.O. detectors, on each level of house. Three (3) total.
2. Provide and install FIRST ALERT ONELINK wireless interconnected smoke detectors in each bedroom. Four (4) total

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

## MASONRY

### General

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

### Intent

1. Rebuild chimney from roof deck up.
2. Replace front entry concrete sidewalk.
3. Replace front entry concrete stair treads and concrete stoop.

### Chimney Rebuild

1. Dismantle and dispose of existing damaged chimney down to roof deck.
2. Reassemble chimney with new clay flue liner and stone/brick to match existing. Work is to conform to code concerning construction and minimum/maximum height and clearances.
3. Flash and counter flash to code specs.

### Sidewalk Replacement

1. Upon removal of existing front entry sidewalk, excavate as required to a minimum depth of 8" below grade in areas where sidewalk to be replaced.
2. Provide and install 4" of process (crushed stone with stone dust) to a compacted thickness of 4".
3. Form out and pour new sidewalks using 3,000 PSI Portland cement.
4. Sidewalks shall be a minimum of 42" wide with expansion joints every six feet. Install white vinyl strips in each expansion joint.
5. Float top of walk level and smooth. Tool edges and expansion joints with mason's edger. Broom finish surface perpendicular with walk.
6. Remove and dispose of any excess soil or concrete.
7. Remove forms, back fill with 4" of top soil, and install perennial, red fescue, grass seed and hay. Advise owner of proper care & watering. Contractor will not be responsible for grass seed germination.

**Front Entry Stairs**

1. Demo and dispose of front concrete sidewalk, four (4) concrete stair treads and concrete stoop platform.
2. Salvage and set aside wrought iron railing for reuse.
3. Form out and pour new stair treads and stoop platform using 3,000 PSI Portland cement.
4. Float top of stairs and stoop platform level and smooth. Tool edges and expansion joints with mason's edger. Broom finish surface perpendicular with walk.
5. Re-install existing wrought iron railing.

**Alternate: (Do not include in base bid)**

**Provide and install new wrought iron railing at front entry stairs. \$ \_\_\_\_\_**

**Cost \$ \_\_\_\_\_**

COST SUMMARY PAGE

**ROOFING & VENTILATION** \$ \_\_\_\_\_

**GUTTERS** \$ \_\_\_\_\_

**WINDOWS** \$ \_\_\_\_\_

**DOORS** \$ \_\_\_\_\_

**CARPENTRY** \$ \_\_\_\_\_

**ELECTRICAL** \$ \_\_\_\_\_

**MASONRY** \$ \_\_\_\_\_

**TOTAL COST** \$ \_\_\_\_\_



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

276 Christian Road  
Middlebury, CT 06762

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

\*\*\*\*\*

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

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

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

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

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

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

(d)  is,  is not a bonafide Section 3 Company. "Section 3 company," as used in this provision, means that it meets the following definition:

1. 51% or more of the ownership of this company is owned by Section 3 residents, as defined by HUD.
2. Currently, at least 30% of the employees of the company are Section 3 residents, as defined by HUD.
3. At least 30% of the employees of the company were Section 3 residents, as defined by HUD, within three years of the date of first employment with this company.
4. I commit to subcontract at least 25% of the total value of this contract to Section 3 subcontractors, as these companies are defined above, and to provide the necessary evidence to substantiate this, prior to the award of contract.

\*\*\*\*\*

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

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

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

FEIN or \_\_\_\_\_ Exp. \_\_\_\_\_

SSAN#: \_\_\_\_\_ Contractor License # \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

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