

INSTRUCTIONS TO BIDDERS

Mail or deliver this entire completed bid package in a sealed envelope to be received no later than 9:00 a.m. on Thursday, November 4, 2010

TO: Town of Thomaston
First Selectmens Office
158 Main Street
Thomaston CT 06787

To be noted on outside of envelope:

DO NOT OPEN UNTIL 9:00 a.m. on Thursday, November 4, 2010

Project No. 140-179
162 Bayberry Drive
Thomaston CT 06787

THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE ABOVE SITE AT:
10:00 a.m. on: Wednesday, October 27, 2010

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

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

CONTRACTOR'S BUSINESS NAME: _____
(PLEASE PRINT)

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

TOWN OF THOMASTON
SCOPE OF WORK, PART 1, GENERAL CONDITIONS

OWNER: Susan Tanguay
ADDRESS: 162 Bayberry Drive
Thomaston CT 06787

PROJECT: 140-179

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

6. All materials shall be new and of acceptable quality. The property Owner shall select all colors, models, etc. All materials and work must be applied in accordance with the applicable manufacturer's latest instructions and specifications, and in accordance with Federal prohibitions against the use of lead paint. All manufacturers' warranties are to be extended to the property Owner free and clear of all liens. Unless otherwise specified, all labor, material, and workmanship provided by the Contractor shall be guaranteed by the Contractor for a one (1) year period from the date of the Certificate of Completion. This guarantee shall be in addition to and not in limitation of, in lieu of, or modify any other guarantee that is due the property Owner from any manufacturer.
7. The Contractor shall repair or replace all work, materials, and equipment which are found to be defective during construction and the guarantee period. Repair shall include all damage to surrounding work caused by the failure and/or necessary for the repair or replacement of the defect. All repairs and replacements shall be performed at no additional expense to the Owner and shall be completed promptly after the Contractor receives notice of the defect.
8. The Contractor shall take all necessary measures and precautions to protect the surroundings from damage occurring due to performance of the work. If such damage occurs it will be repaired by the Contractor at no cost to the Owner.
9. The Contractor shall dispose of all debris and remove all material resulting from his work in accordance with local and State law. The Contractor shall police and maintain a clean and safe job site daily. He shall reinstall accessories taken down and clean up all scrap around the project and remove fingerprints. All on-site maintenance relating to the performance of the work shall be the responsibility of the Contractor until the Certificate of Completion is issued. The project shall be maintained in a habitable and safe condition daily if the project is to remain occupied.
10. All work shall be neat and accurate and done in a manner in accordance with customary trade practices.
11. The Contractor shall not make any changes to the scope of work unless a change order is processed and fully executed by the property Owner and the Program.
12. The Owner may cancel this contract by _ 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. In the event that the Contractor does not commence or pursue the work as hereinafter stated, then the Owner shall have the right to terminate this agreement and to hire a successor Contractor to perform the work. Any such termination shall be by certified mail to the address noted in this agreement, and shall be effective as of the date of mailing. Payments by the Owner in the event of termination shall be as follows:
15. The successor Contractor shall first be paid and then the terminated Contractor. Payments to the terminated Contractor shall be limited both as to those funds remaining after payment to the successor Contractor but shall not exceed the value of the work actually performed by the terminated Contractor. Further, should the total cost for work performed under this contract exceed the amount stated in this agreement due to the Contractor's termination, then the Owner shall have a cause of action against the terminated Contractor for any such additional cost.
16. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall, thereupon, have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all unfinished work required by the Contractor under this Contract shall, at the option of the Owner, be completed or not.
17. The Contractor may request a maximum of ____ progress payments as work is completed in accordance with the attached specifications. The request shall be in the form of an itemized bill for that portion of work completed by the Contractor. All requests for payment shall be accompanied by a fully executed Lien Waiver, on a form provided by the Program. Final payment is contingent upon the receipt of a signature of the respective inspector for which each permit was issued. The Contractor shall be responsible for obtaining the signatures and presenting them upon final payment.
18. All claims or disputes between the Owner and Contractor arising out of or related to the work shall be resolved in accordance with Construction industry arbitration rules of the American Arbitration Association (AAA), unless the parties mutually agree otherwise. The Owner and Contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to AAA. Notice of the demand for arbitration shall be filed in writing, with a copy to the other party to this Construction Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

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

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

action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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

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

Provided, however, that the Owner shall have sole responsibility for assuring that his

property conforms to the Lead-Based Paint Removal Requirements and the Program shall not assume any liability whatsoever as a result of identifying volatile levels of Lead-Based Paint or its removal except insofar as to comply with applicable environmental regulations.

PUBLIC LAW 91-695 "LEAD-BASED PAINT POISONING PREVENTION ACT"

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

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

WINDOWS

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

A. VINYL NEW CONSTRUCTION WINDOWS

1. Remove and dispose of existing house and garage windows salvaging only interior casing and extension jamb, including fixed glass at rear deck. Size new construction window as to utilize original interior casing and jamb.
2. Carefully cut back existing outside wood siding as to prep for 5/4" x 3" cedar picture framed exterior trim for each window.
3. Provide and install new construction vinyl windows in openings of removed windows. Insulate between window frame and house framing. Provide and install a moisture wrap strip (such as Tyvek tape or approved equal) over nailing flange and house sheathing.
4. Provide and install 5/4" x 3" cedar picture framed exterior trim for each window. Exterior trim to be applied over nailing flange of new window to create a smooth transition. Install aluminum drip edge at top of trim. Use stainless steel nails to apply trim.
5. Provide and install a square pine interior stop to create a smooth transition between new window frame and extension jamb. Confirm configuration of stop with owner before installation. Owner is responsible for interior finish staining.
6. New windows to match original configuration with brown or bronze solid vinyl frames, equal to Certainteed - Bryn Mowr 2 series, Mercury Excelum - Advantage 6 Series, or Harvey Classic series. Windows shall have welded frames and sashes, with **high solar gain, low-E glass, with Energy Star Rating.**
7. Windows are to be equipped with full height insect screens. All windows to meet tempered glass code if applicable.

Cost: \$ _____

DOORS

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

A. SLIDING GLASS DOORS

1. Remove and dispose of existing French doors at rear deck and basement entrance. Total of three doors.
2. Provide and install new sliders, matching existing dimensions.
3. New slider to be brown or bronze vinyl clad inside and out, with sliding screen, such as Anderson, Perma Sheild, or equal. **Door unit (like windows) to be high solar gain, low-E glass, with Energy Star Rating.**
4. Interior trim to remain in place due to existing blind installation. Install exterior trim as listed in the enclosed window spec.

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.

A. GFCI OUTLETS

1. Convert existing outlets to GFCI at - kitchen back splash and second floor bathroom. Ground outlets as needed.

B. SMOKE & C.O. DETECTORS

1. Provide and install FIRST ALERT ONELINK model: SCO501CN-3ST wireless interconnected smoke and C.O. detectors with 10-year lithium batteries, on each level of house and each bedroom.

Cost: \$ _____

PAINTING

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

A. GENERAL PAINTING REQUIREMENTS

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

Cost: \$ _____

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WINDOWS	\$ _____
DOORS	\$ _____
ELECTRICAL	\$ _____
PAINTING	\$ _____
TOTAL	\$ _____

PART III

PROPERTY OWNER VERIFICATION

The above scope of work has been read, fully understood, and is complete. I understand that future revisions of this scope can be made only for unforeseen circumstances. This is for my protection and for clear understanding by the contractor who will estimate this work. All work performed must conform to code, both fire and building.

DATE: _____

OWNER: _____
Susan Tanguay

The undersigned Contractor agrees to furnish all material and labor necessary for the work (specified above) on premises located at:

162 Bayberry Drive
Thomaston CT 06787
140-179

All work and specifications attached hereto are agreed to by both parties and all work will be accomplished according to Building and Fire Code.

Date _____

Company Name: _____

Address: _____

Telephone: _____

Print Name: _____

Signature: _____

FEIN or SSAN#: _____

Home Improvement Contractor
Registration Number: _____

Exp. Date: _____

TOTAL BID AMOUNT: \$ _____

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