

INSTRUCTIONS TO BIDDERS

Mail or deliver this entire completed bid package in a sealed envelope to be received no later than: 2:00 P.M., December 20, 2018

TO: Town of East Haven
Mayor's Office
250 Main Street
East Haven, CT 06512

To be noted on outside of envelope:

DO NOT OPEN UNTIL 2:00 P.M., December 20, 2018.

Project#: 044-PI-05
Property Owner: Pangie McCotter
218 Foxon Boulevard
East Haven, CT 06513

Mandatory Pre-Bid Meeting

9:00 A.M. December 14, 2018
218 Foxon Boulevard
East Haven, CT 06513

Note: Contractor shall 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 forty-five (45) calendar days after the receipt of bids.

Contractor's Business Name: -----
(please print)

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

GENERAL CONDITIONS

OWNER: Pangie McCotter
ADDRESS: 218 Foxon Blvd.
East Haven, CT 06513

PROJECT: 044-PI-05

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 performed in accordance to all applicable State Building codes. 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. Contractor shall provide a copy of the permit to the Owner & Program Manager.
3. The Contractor certifies that he has familiarized himself with the requirements of the specifications and understands the extent and nature of the work to be performed. That he has inspected the premises and given full attention to all areas with which he might become specifically involved and has familiarize himself with all conditions relating to and affecting his work and his bid.
4. The selected Contractor must, prior to contract signing, supply the Town and the Owner & Program Manager with the original certificates of insurance for general liability, auto liability, and worker's compensation, as applicable. General liability insurance shall be a broad form contractual endorsement with minimum limits of one million (\$1,000,000.00) dollars per occurrence for bodily injury and five hundred thousand (\$500,000.00) dollars per occurrence for property damage. Auto Liability insurance shall cover hired and non-hired autos in accordance with State law. Workers' Compensation Insurance shall have a minimum limit of one hundred thousand (\$100,000.00) dollars for each accident. The Contractor shall indemnify and save harmless the Owner and the Town under these policies. The contractor shall name the Owner, the Town and It's Agents as additional insured as their interests may appear on the General Liability Insurance.
5. The Contractor agrees that all services offered by the Municipality through A&E Services Group, LLC. (hereinafter referred to as the "Program Manager"), which may affect the Contractor, are offered by the Municipality in to facilitate 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 reinstall any accessories taken down during the course of performing the work. 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 Manager.
12. The Owner may cancel this contract by TBD 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 TBD and complete the work by TBD.

14. If the Contractor is delayed at anytime 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 dispute resolution 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 or email 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 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 zero 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 by the Program Manager, Town Representative and Local Code Official. 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** a claim.

19. 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.
20. 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.
21. The premises herein shall be occupied during the construction work.
22. 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.
23. 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.
24. 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.
25. 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.
26. All bids shall remain in effect for forty five (45) calendar days.

27. 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.

28. 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.

29. The specifications are complimentary. The Contractor is responsible for estimating all work described in the specifications. 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

Pangie McCotter
218 Foxon Blvd
East Haven, CT 06513
Project# 044-PI-05

GENERAL CONSTRUCTION NOTES

1. The Contractor shall perform the work to accommodate to the greatest extent reasonable the normal use of the premises by the Owner during the construction period.
2. It is the Owners intention to proceed with the dwelling occupied during the entire construction project. Coordinate with the Owner in all construction operations to minimize conflict, and to facilitate the Owner usage of the dwelling, parking, and access to the building. Working hours are Monday - Friday, 8:00 AM - 5:00 PM unless otherwise agreed to by the Owner.
3. The Contractor shall coordinate any and all short-term interruptions or shutdowns with the Owner prior to commencing.
4. 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 a least one exit for access. Coordinate restrictions and closures with Owner.
5. The Contractor shall be responsible for protecting the dwelling and contents from weather and or physical damage during construction.
6. The Contractor shall be responsible for any damage caused to the building and or contents caused by lack of said protection to the dwelling or contents until completion of the contract at no additional cost to the Owner.
7. The Contractor 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.
8. The Contractor shall assume full responsibility for the protection and safekeeping of his materials and products under this Contract stored on the site. The Contractor shall move any stored products under the Contractor's control which interfere with operations of the Owner.

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

Pangie McCotter
218 Foxon Blvd
East Haven, CT 06513
Project# 044-PI-05

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 the cost of removal and lawful disposal of job-related debris.
2. The Contractor shall be responsible for the daily clean up and maintenance of the site.

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

Submittal

Pangie Mccot er
218 Foxon Blvd
East Haven, CT 06513
Project# 044-PI-05

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. Required submittals prior to the start of work:
 - a. Completed permit(s).
 - b. Material submittal(s).
 - c. Subcontractor contact information, if applicable.
2. Required submittals prior to Partial Payment/Certificate of Completion.
 - a. Permit approval
 - b. All manufacturer warranty and guarantee information from packaging.
 - c. Si_gned and notarized lien waivers from first tier subcontractors.

Warranties and Guarantees

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

Name of Project and date

I/We, (FIRM NAME), hereby warrant, and guarantee workmanship on labor for the heating system installation performed at: 218 Foxon Blvd, East Haven, CT as per contract si_gned on _____ for a period of ONE (1) YEAR from the date of the Certificate of Completion.

Signed

Dated

End of Section

Pangie McCotter
218 Faxon Blvd
East Haven, CT 06513
Project# 044-PI-05

HEATING

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.
2. Boiler shall be installed in accordance with National, State and Local plumbing codes. If codes and regulations differ from the manufactures installation instructions the Contractor shall consult the authority having jurisdiction prior to installation.
3. In all installation references should be made to the following standards:

ANSI/NFPA 31 - Installation of Oil Burning Equipment, for installation requirements.

ANSI/NFPA 211- Chimneys, Fireplaces, Vents and Solid Fuel Burning Appliances for venting requirements.

ASME CSD -1 Control and Safety Devices for Automatically Fired Boilers, for assembly and operation of controls and safety devices.

All wiring shall be performed in accordance with applicable codes.

Intent

The intent of the proposed work includes but not limited to the following:

1. Replace the existing oil-fired hot water boiler with Energy Star rated, oil fired, hot water boiler.

Installation

1. Installation of boiler shall conform to the manufacturer's instructions. The manufacturers rating data, the name plate and operating instructions will be permanent type shall be attached to the boiler. Boilers shall have all controls set, adjusted and tested by the installer.
2. Complete control diagram together with complete boiler operation instructions and warranty information/registration shall be furnished to the owner.

Pangie Mccotter
218 Foxon Blvd
East Haven, CT 06513
Project# 044-PI-05

Oil Fired Hot Water Boiler

1. Remove and dispose of the existing boiler including piping, gauges, valves, fittings and controls which would interfere with the installation of the new unit.
2. Install high efficiency oil-fired, wet base, cast iron hot water boiler such as Peerless PRO Series, Utica TriFire Series, or Weil McLain Ultra Series or equal sized according to the existing unit. Boiler shall be Energy Star rated without use of special nozzle.
3. New boiler is to be installed with all required circulators, controls, filters, valves, switches, wiring, and piping, to operate with an indirect hot water heater as required by manufacturer.
4. Replace existing circulator as existing. Circulator shall be Taco or approved equal.
5. Install tempering valve, boiler drain, temperature and pressure gauge, back flow preventer and safety relief valve.
6. Install new expansion tank as manufactured by Amtrol or approved equal.
7. Install thermal cut off switch/ fusible link.
8. Install mechanical venting for combustion air requirements as per the boiler requirements.
9. Replace existing thermostats and install new Honeywell programmable thermostats that are compatible with the new heating system.

End of Section

Cost: \$ _____

Pangie McCotter
218 Foxon Blvd
East Haven, CT 06513
Project# 044-PI-05

PROPERTY OWNER VERIFICATION

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

*Pangie McCotter
218 Foxon Blvd
East Haven, CT 06513
Project# 044-PI-05*

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

DATE: μ/4fa0/g' _____ OWNER 9d,nift/lrl _____
Pangi cCotter

Pangie McCotter
218 Foxon Blvd
East Haven, CT 06513
Project# 044-PI-05

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:

*218 Foxon Blvd
East Haven, CT 06513
Project#: 044-PI-05*

All work will be performed in accordance to applicable 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 block applicable to you)

Black Americans Asian Pacific Americans Hispanic Americans
 Asian Indian Americans Native Americans Hasidic Jewish Americans

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)