

INSTRUCTIONS TO BIDDERS

Mail or deliver this entire completed bid package in a sealed envelope to be received no later than 2:00 PM on July 25, 2019.

TO: Town of Middlebury
First Selectman's Office
1212 Whittemore Road
Middleb_ury, CT 06762

To be noted on the outside of the envelope:

DO NOT OPEN UNTIL 2:00 PM on July 25, 2019.

Project# 081-PI-07-D
Kimberly Seman
351 Lake Shore Drive
Middlebury, CT 06762

Mandatory pre-bid conference.
July 11, 2019 8:00 AM
351 Lake Shore Drive
Middleb_ury, 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

GENERAL CONDITIONS

OWNER: Kim Seman
ADDRESS: 351 Lakeshore Drive
Middlebury, CT 06062

PROJECT:081-PI-07-D

1. The Contractor, unless otherwise specified, shall provide all labor, materials, tools, equipment, and related items, and pay all necessary taxes, fees, and permit costs necessary to complete all of the work as detailed on the attached scope of work.
2. All rehabilitation, alterations and repairs shall be performed in accordance with applicable Building codes. All electrical, heating, and plumbing work shall be performed in accordance with applicable Building codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits. Contractor shall provide copies of required permit(s) and sign off from the respective authority having jurisdiction to the Owner & Program Manager prior to any payment.
3. The Contractor certifies and acknowledges that he has familiarized himself with the requirements of the specifications and understands the extent and nature of the work specified here within. That he has inspected the premises and given full attention to all areas in which he will become specifically involved and has familiarize himself with the conditions relating to and affecting the work and his bid.
4. The selected Contractor must, prior to contract signing, supply the Town of Middlebury 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 of Middlebury under these policies. The contractor shall name the Owner, the Town of Middlebury and It's Agents as additional insured as their interests may appear on the General Liability Insurance.
5. 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.

6. The Contractor shall commence work under this contract prior to TBD and complete the work by TBD.
7. The Contractor and Owner agree that all services offered by the Municipality and A&E Services Group, LLC. (hereinafter referred to as the "Program Manager"), which may affect the Contractor and Owner, are offered to facilitate the project implementation and applicable program compliance. The Contractor and Owner agree 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 actions performed in good faith of services pursuant to the Professional Services Contract. The Contractor and Owner agree that the Project Manager shall not be liable to the Contractor or Owner, its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to Professional Services Contract.
8. All materials shall be new and of acceptable quality to what is specified. The property Owner shall select all colors for materials. All work performed, and materials utilized must be performed and installed in accordance with the applicable manufacturer's latest instructions and specifications. If there is a conflict between the specifications and manufacturer's installation instruction, the manufacturer's installation instructions shall prevail.
9. All work shall be neat and accurate and done in a manner in accordance with customary trade practices.
10. All manufacturers' warranties are to be extended to the property Owner free and clear of all liens.
11. The Contractor shall provide a written warranty and guarantee for labor and materials 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. See enclosed sample letter of warranty and guarantee.
12. The Contractor shall repair or replace all work, materials, and equipment which are found to be defective during the construction and guarantee period. Repair shall include any 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 prior to final payment.

13. The Contractor shall be responsible and take all necessary measures and precautions to protect and safe keeping of the surroundings from damage occurring due to the performance of their work. If such damage occurs, it will be repaired by the Contractor at no cost to the Owner. 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
14. The Contractor shall be responsible to remove and lawfully dispose of all debris resulting from his work in accordance applicable laws and regulations unless otherwise specified.
15. The Contractor shall reinstall any accessories removed while performing the work.
16. No changes shall be made to the contracts scope of work by either the Owner or Contractor without the written consent of the Project Manager. Any approved change in the scope of work will not commence until a written change order is processed and fully executed by the property Owner, Contractor and the Program Manager. Any work performed with out a fully executed change order may not be eligible for payment.
17. The Contractor may request a maximum of one progress payments. Payments will be made only for work completed, inspected and approved by the local authority having jurisdiction over the work, the Owner and Program Manager. The Contractor's request shall be in the form of an itemized bill, made to the Owner, for the portion of work completed to date. No payment will be made for materials stored on site. Payment requests shall be accompanied by a fully executed Lien waiver, on a form provided by the Program Manager or other documentation, satisfactory to the Program Manager and Owner. The Contractor shall be responsible for obtaining the signatures and presenting them upon final payment.
18. Working hours shall be Monday - Friday 8:00 AM - 5:00 PM. Unless otherwise agreed to by the Owner. The Owner shall be responsible to make the property available to the Contractor during these hours. If the Owner is not available during these hours they shall appoint someone to be there as their representative.
19. If the Contractor is delayed at any time in the progress of the work by any act or neglect of 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 the reasons for such extensions within three (3) calendar days of the occurrence.

20. 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, or if the Contractor does not commence or pursue the work as hereinafter stated within the contract period, then the Owner shall have the right to terminate this agreement and to hire a successor Contractor to perform the remaining work. Any such termination shall be by certified mail to the Contractor to the address noted in this agreement and shall be effective as of the date of mailing.

21. In the event of termination payments by the Owner to the original contractor and successor contractor shall be as follows:

The successor Contractor shall first be paid and then the terminated Contractor. Payments to the terminated Contractor shall be limited to those funds remaining after payment to the successor Contractor but shall not exceed the value of the work performed by the terminated Contractor. Should the total cost for work performed by the successor contractor 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.

22. 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 said claim.

23. 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.

24. 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.

25. The premises herein shall be occupied during the construction work.
26. 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.
27. 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.
28. 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.
29. Bids shall contain prices for general categories of work and/or items as specified on the attached sheet. In the event of a discrepancy between prices listed in the specifications and those on the cost summary sheet, the prices listed in 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.
30. All bids shall remain in effect for forty-five (45) calendar days.
31. 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.
32. 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 receiving assistance 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.

The Owner shall have sole responsibility for assuring that his property conforms to the Lead-Based Paint Removal Requirements and neither the Municipality or Program Manager shall assume any liability whatsoever as a result of identifying volatile levels of Lead-Based Paint or its removal.

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.

33. The specifications are complimentary. The Contractor is responsible for estimating all work described in the specifications. All work, 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

Kimberly Seman
351 Lake Shore Drive
Middlebury, CT 06762
Project# 081-PI-07-D

PROPERTY OWNER VERIFICATION

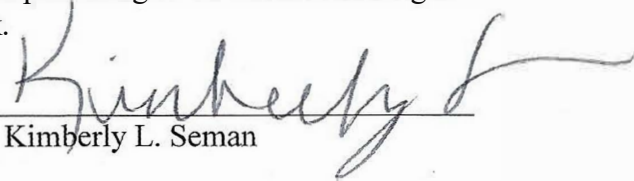
I, the undersigned Owner(s) acknowledge that I have fully read and understand the attached project specifications. I understand this to be the scope of work and the extent of the renovations to be performed at the property location shown below.

351 Lake Shore Drive
Middlebury, CT 06762
Project# 081-PI-07-D

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: _____

OWNER: _____


Kimberly L. Seman

Kimberly Seman
351 Lake Shore Drive
Middlebury, CT 06762
Project# 081-PI-07

2. 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 performing the work.
3. 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.
4. 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 Material and Site Maintenance

- 1 The contractor shall include in their bid the cost of removal and lawful disposal of said excess material off site as required.

Submittal

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 driveway permit.
 - b. Copy of driveway bond.
2. Submittals before Certificate of Completion and final payment.
 - a. Acceptance of work from Municipal Official.
 - b. All warranty and guarantee information.
 - c. Signed and notarized lien waivers from first tier subcontractors and suppliers.

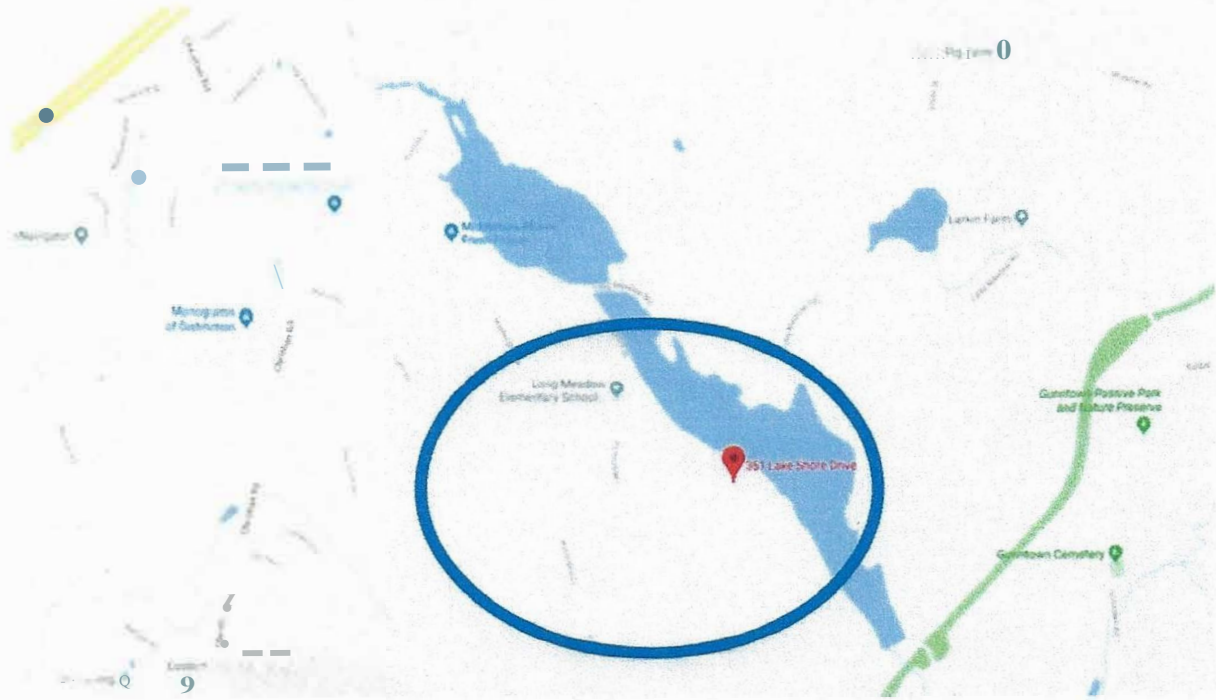
Warranties and Guarantees

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 renovations performed at: 351 Lakeshore Drive, Middlebury, CT as per contract signed on _____ for a period of ONE (1) YEAR from the date of the Certificate of Completion.

End of Section



DRIVEWAY DESIGN DOCUMENTS

351 LAKE SHORE DRIVE

MIDDLEBURY, CONNECTICUT

February 28, 2019



Robert Green Associates, LLC
6 Old Waterbury Road
Terryville, Connecticut 06786

Joseph M. Green

Joseph M. Green P.E.
Reg. No. 0026292

Proposal Summary

This proposal is to construct a new driveway to allow the property owner to access the first floor of the residence without utilizing the existing stairs from the garage, or the exterior stairs alongside the house from the cement driveway. The Town of Middlebury Ordinance Concerning Residential Driveways provides the Specifications to be used for driveways. Part II, Section 2.1, Subsections (a) to (l). The proposed driveway will be 12 feet wide and is 96 feet long to the end of the pavement. An 18-foot-deep by 36-foot-wide flat parking area is proposed at the top end of the driveway next to a new entrance to the house. A 5-foot widened area of driveway is proposed opposite the parking area for backing maneuvers to turn a vehicle around to drive down the driveway to the street.

- a) The surface runoff flows into the gutter of the road today. A proposed ditch across the top of the driveway collects overland flow upgradient of the property. The proposed ditch will be cut along the far western edge of the property ultimately entering the street drainage system via an existing 12" HOPE pipe. Other proposed ditches are proposed on each side of the driveway. These ditches are shallow as there's not much volume of flow in either one. The western ditch flows to the aforementioned 12" HDPE pipe, and the eastern ditch flows overland to the gutterline of the road. The driveway itself has a "water bar" across it, directing flow to the same area as the proposed ditch along the east side of the driveway. The proposed driveway meets the road at a low point in the roadway alignment, with an existing catchbasin flanking each side.
- b) The first 25 feet of the driveway is at +5% and meets this Specification.
- c) A waiver of the 15% maximum grade is required. The maximum proposed grade is 18% for a tangent distance of 25 feet. The new driveway could not be placed on the east side of the house because of the location of the septic system. Existing topography and the proximity of the house don't allow a longer driveway to reduce the grade to comply with the Specification.
- d) The proposed driveway intersects Lake Shore Drive at a 90-degree angle, again to take advantage of the topography to minimize grades.
- e) A paved apron is provided. The entire proposed driveway will be paved.
- f) The apron is flared as required.
- g) Condition met, see discussion in (a) above.
- h) Sight distances for a vehicle leaving the driveway were field verified. Looking in either direction, the sight distance exceeds 200 feet.
- i) The proposed driveway is 96 feet long. This is less than the requirements for this Specification.
- j) The proposed width of the driveway is 12 feet which exceeds the minimum of the Specification.
- k) This Specification is not applicable.
- l) This Specification is not applicable.

Kimberly Seman
351 Lake Shore Drive
Middlebury, CT 06762
Project# 081-PI-07-D

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:

351 Lake Shore Drive
Middlebury, CT 06762
Project# 081-PI-07-D

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)