

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 October 25, 2019

TO: Town of Middlefield
Finance Director
PO Box 179
393 Jackson Hill Road
Middlefield, CT 06455

To be noted on the outside of the envelope:

DO NOT OPEN UNTIL 2:00 P.M. October 25, 2019

Project # 082-PI-06
Patricia Cluney
18 Lakeview Place
Middlefield, CT 06455

Mandatory pre-bid conference on October 16, 2019 at 9:00 A.M.

18 Lakeview Place
Middlefield, CT 06455

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: Patricia Cluney
ADDRESS: 18 Lakeview Place
Middlefield, CT 06455

PROJECT: 082-PI-06

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 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 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 said 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».

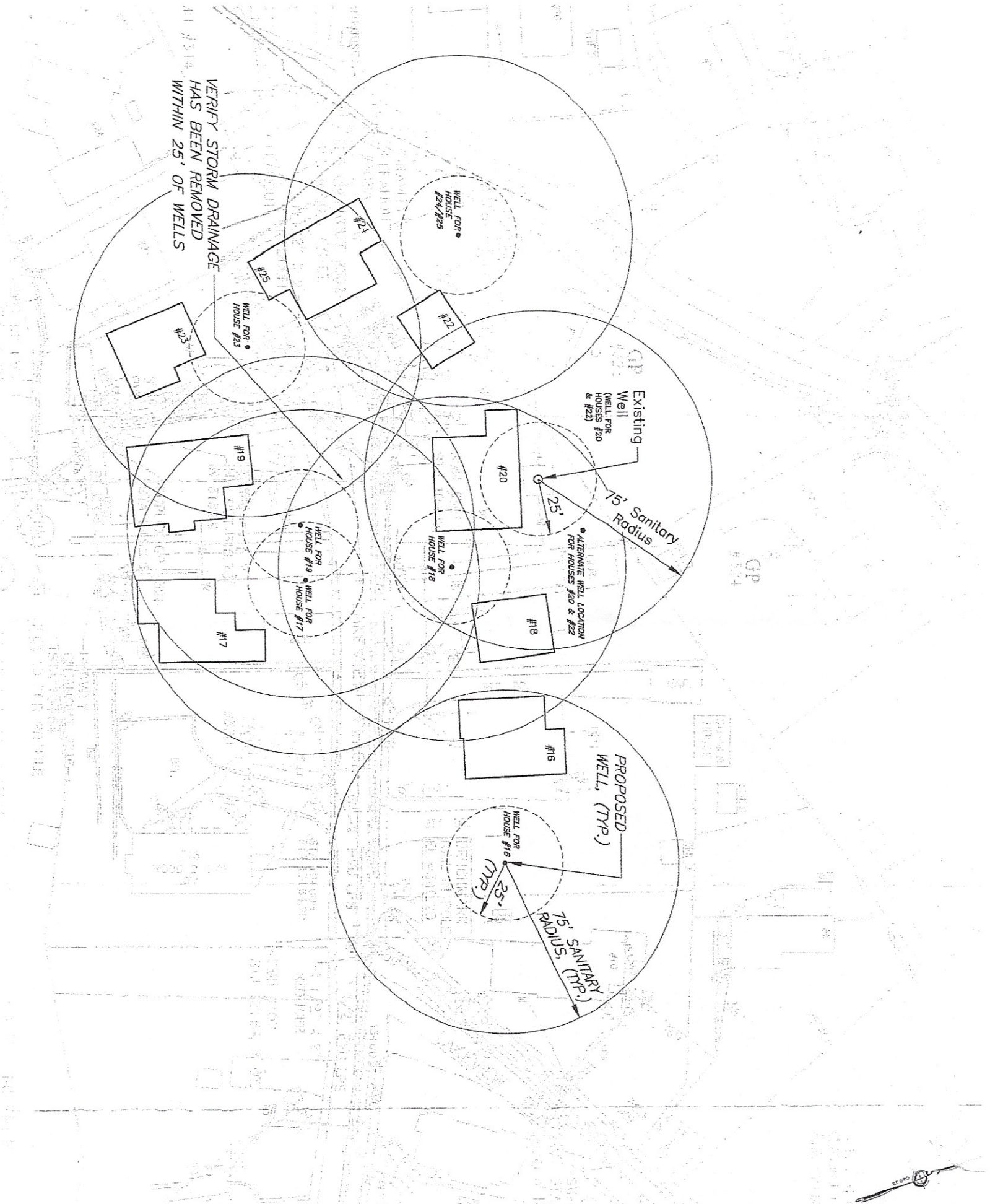
I hereby cancel this transaction.

Signed

Date



1	PROJECT TITLE	INDIV
2	CLIENT NAME	SL
3	DATE	AI
4	PROJECT LOCATION	CONCI
5	PROJECT NUMBER	
6	PROJECT STATUS	
7	PROJECT TYPE	
8	PROJECT PHASE	
9	PROJECT DESCRIPTION	
10	PROJECT CONTACT	
11	PROJECT ADDRESS	
12	PROJECT CITY	
13	PROJECT STATE	
14	PROJECT ZIP	
15	PROJECT PHONE	
16	PROJECT FAX	
17	PROJECT EMAIL	
18	PROJECT WEBSITE	
19	PROJECT LOGO	
20	PROJECT NOTES	



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WELL DRILLING

General This section of the specification includes all labor, materials, permits, taxes, insurance and fees required to perform the work specified below. All work must be done in accordance applicable Codes.

Intent

The intention of the specifications includes but not limited to the following:

1. Abandon existing well connection in accordance with Public Health Codes.
2. Drill artisan domestic well including permits, set up and breakdown, drilling, casing, trenching, pump work chlorination and potability testing.

Base Price

1. Contractor shall include in their bid price any and all costs associated with, but not limited to the following:
 - a. Set up and break down of well drilling equipment.
 - b. Obtaining approvals, permits, fees, bonding, and/or approval of the local Health District having jurisdiction.
 - c. Disconnection and reconnection of any utilities, electric, telephone or cable TV line as required to locate equipment for well drilling.
 - d. Installation of drive shoe and well cap as required for well drilling. New well cap shall be sealed cap with gasket fitting.
 - e. Perform water sampling for turbidity and potability upon completion of drilling. Submit test results to Owner and local Health District having jurisdiction.
 - f. Submission of well completion report to local Health District having jurisdiction.

Base Price \$ _____

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Project # 082-PI-06

Drilling & Casing

1. Submit a price per liner foot for drilling the well. Total cost to be computed by multiplying unit price submitted by finished depth of well.

Per Foot Drilling Price \$ _____ / ft

2. Submit a price per liner foot for supplying and installing well casing. Total cost to be computed by multiplying unit price submitted by actual footage of casing installed.

Per Foot Casing Price \$ _____ /ft

Excavation

1. Contractor shall be responsible for the excavation necessary to install piping and electrical wiring for pump from the new well to the house.
2. Contractor shall dispose of the shavings generated from the well drilling.
3. Upon back fill of trenching the area shall be raked free of stones, seeded and hayed.

Alternate Pump Prices

It is understood that the size of the pump to be installed cannot be determined until well drilling is complete. Therefore, submit alternate prices for each pump size listed below. Pump shall be a Grundfos, 3-wire stainless steel, 230 volt, submersible pump or approved equal.

A. 3/4HP \$ _____ Set @ 300'

B. 1 H/P \$ _____ Set @ 400'

1. Provide connections for new well pump connecting into existing circuitry. All electrical work must be performed in complete compliance with all applicable electrical codes. Electrical contractor shall pull a permit.
2. Supplying and installing appropriate piping from well to basement to existing plumbing. Bid price shall include necessary excavation, backfill, and rough grading of disturbed area.
3. Seal foundation hole on both sides with water plug.

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Project # 082-PI-06

Well Storage Tank

1. Supply and install a new well storage tank. New tank is to be Amtrol-Model WX203. Install new tank in accordance to manufacturer's instruction. Locate tank at the direction of the owner.

Cost \$ _____

Cutting & Patching

1. Saw cut asphalt driveway as required to install well piping and electrical wiring.
2. Install 2" thick layer of bituminous concrete upon backfilling of trench.
3. Compact bituminous concrete.

Cost \$ _____

End of Section

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COST SUMMARY PAGE

BASE PRICE SET UP AND BREAK DOWN \$ _____

CASING PER L.F. \$ _____ /ft x 60 lf est. \$ _____

DRILLING PER L.F. \$ _____ /ft x 300 lf est. \$ _____

EXCAVATION \$ _____

STORAGE TANK \$ _____

WELL BANDONMENT \$ _____

CUTTING & PATCHING \$ _____

BASE BID AMOUNT \$ _____

OPTIONAL WELL PUMP A _____

B _____

Patricia Cluney
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I, the undersigned 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:

18 Lakeview Place
Middlefield, CT 06455
Project # 082-PI-06

All work will be performed in accordance to applicable codes.

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: _____

EIN or SSN#: _____ Contractor License # _____ Exp. Date: _____

Date: _____ Print Name: _____

Signature: _____

Total Bid Amount: \$ _____

Amount Written: _____

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