

## 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. on June 14, 2022

TO: Town of Watertown  
Town Manager's Office  
61 Echo Lake Road  
Watertown, CT 06795

To be noted on the outside of the envelope:

**DO NOT OPEN UNTIL 2:00 P.M. on June 14, 2022**

Project # 153-PI-23  
Pamela Testa  
28 Aubrey Court  
Watertown, CT 06795

Mandatory pre-bid conference  
9:00 AM on June 3, 2022

28 Aubrey Court  
Watertown, CT

All interested contractors are required to attend.

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: Pamela Testa  
ADDRESS: 28 Aubrey Court  
Watertown, CT 06795

PROJECT: 153-PI-23

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 Watertown 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 Watertown under these policies. The contractor shall name the Owner (Pamela Testa), the Town of Watertown and A&E Services Group LLC as additional insured as their interests may appear on the General Liability Insurance.
5. The selected Contractor and all subcontractors are required to have a Dun & Bradstreet (DUN's) number and Commercial and Government Entity Code (CAGE) as a condition of contract award. If a business does not have a DUNS and CAGE registration, they will have thirty (30) days to obtain them or forfeit the award. These numbers can be obtained from the following websites:  
Duns & Bradstreet: <http://fedgov.dnb.com/webform>  
Central Contracting Registration: <https://www.sam.gov/portal/SAM/#1>



6. 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, otherwise 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.
7. The Contractor shall commence work under this contract prior to \_\_\_\_\_ and complete the work by \_\_\_\_\_.
8. 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.
9. 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.
10. All work shall be neat and accurate and done in a manner in accordance with customary trade practices.
11. All manufacturers' warranties are to be extended to the property Owner free and clear of all liens.
12. 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.

13. 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.
14. 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
15. 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.
16. The Contractor shall reinstall any accessories removed while performing the work.
17. 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.
18. The Contractor may request a maximum of \_\_\_ 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.
19. 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.
20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.
26. The premises herein shall be occupied during the construction work.
27. No officer, employee or member of the Governing Body of the Town of Watertown shall have any financial interest, direct or indirect, in this contract or the proceeds of this loan.
28. 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.
29. 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.
30. 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.
31. All bids shall remain in effect for forty-five (45) calendar days.
32. 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.
33. 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.

34. 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.

Pamela Testa  
28 Aubrey Court  
Watertown, CT 06795  
Project # 153-PI-23

### **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. Plants, shrubs, and lawn areas are to be protected from damage and debris. Repair and/ or replacement of all damage to existing landscaping shall be done at no additional cost to the Owner.

### **Project Meetings**

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

### **Product and Execution**

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

Pamela Testa  
28 Aubrey Court  
Watertown, CT 06795  
Project # 153-PI-23  
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.

#### **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**

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 septic permit.
  - b. Material submittals.
2. Submittals before Certificate of Completion and final payment.
  - a. Acceptance of work from local Health Department.
  - 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 28 Aubrey Court, Watertown, CT as per contract signed on \_\_\_\_\_ for a period of ONE (1) YEAR from the date of the Certificate of Completion.

Signed  
Dated

**End of Section**

Pamela Testa  
28 Aubrey Court  
Watertown, CT 06795  
Project # 153-PI-23

## SEPTIC SYSTEM

### General:

This specification includes all labor, material, taxes, insurance, and permits required to install new septic tank and leaching area. All work must be performed in accordance to applicable health codes.

### Conditions:

1. Contractor is to include in their bid price any and all costs associated with the work to be performed.
2. Contractor is to incorporate requirements determined by Local Health District.
3. Contractors shall include in their bid, cost of completed permit form for use by the Local Health Department if their bid is accepted by the Owner.
4. All work shall be approved by the Local Health District prior to commencing work.
5. Any alteration or deviation due to sub-surface conditions, such as ledge or boulder, will be addressed through a Change Order.
6. Contractor shall verify existence of any water lines, gas lines or underground utility cable prior to excavation.
7. Any required fill, and the movement of said fill, shall be the responsibility of the contractor.
8. Prior to final payment, contractor shall provide a copy of permit to discharge and as built.
9. Contractor shall verify that no design conflicts exist with neighboring and adjacent properties.

### Procedures:

1. New septic system shall be installed as per approved drawing dated 12/20/2021 prepared by Myers Associates P.C.
2. Advise Owner of proposed location of new system so they may transplant any vegetation that may become destroyed during the installation of the new system.
3. Abandon existing septic tank and leaching field in compliance with the requirements of the Local Connecticut Public Health Code.
4. Provide and install necessary select septic fill to replace materials removed. As per approved drawing dated 12/20/2021.
5. Redistribute any salvaged topsoil or loam and add any additional material as required to

Pamela Testa  
28 Aubrey Court  
Watertown, CT 06795  
Project # 153-PI-23

provide 2"-3" of topsoil to cover disturbed area. Fine grade to drain and to create finished surface for seeding.

6. Seed and hay disturbed area. Watering is the owner's responsibility.

**End of Section**

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

Pamela Testa  
28 Aubrey Court  
Watertown, CT 06795  
Project # 153-PI-23

PROPERTY OWNER VERIFICATION

I/we 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.

*28 Aubrey Court, Watertown, CT 06795*

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:

May 7, 2022

OWNER:

Pamela Testa  
Pamela Testa

Pamela Testa  
28 Aubrey Court  
Watertown, CT 06795  
Project # 153-PI-23

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:

*28 Aubrey Court, Watertown, CT 06795*

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: \_\_\_\_\_ Email: \_\_\_\_\_ CT Consumer  
Protection # \_\_\_\_\_

EIN or SSN#: \_\_\_\_\_ DUNS # \_\_\_\_\_ CAGE # \_\_\_\_\_

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

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

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

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

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

