

The State of Connecticut
Department of Housing (DOH)
Community Development Block Grant Disaster Recovery Program
(CDBG-DR)

Owner-Occupied Rehabilitation and Rebuilding Program (OORR)

BID PACKAGE

(Projects Under \$100,000.00)

For

Rehabilitation/Reconstruction work to:

Danuszar Residence

38 Harbor Road

Westport, CT 06880

Prepared by:

Merritt Construction Services, Inc.

1177 High Ridge Road, Stamford, CT 06905

203-832-2670

Project #1999



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ADVERTISEMENT FOR BIDS

Project #1999

The State of Connecticut Department of Housing (DOH) is seeking proposals through a Request for Proposal (RFP) process for the rehabilitation, reconstruction and/or mitigation of residential structures damaged by Superstorm Sandy in compliance with all applicable local, federal, and state statutory requirements with special attention paid to requirements for Community Development Block Grants under the United States Department of Housing and Urban Development (“HUD”) Disaster Recovery grant program.

Separated sealed bids for **Project #1999, Danuszar Residence, 38 Harbor Road, Westport, CT 06880** will be received by Merritt Construction Services, Inc., located at 1177 High Ridge Road, Stamford, CT 06905, until **5 o'clock PM on Wednesday, June 4, 2014.**

Mandatory Walk Through: All bidders must attend a mandatory walk through of the property designated above. The date and time of the walk through is set for 10:00 AM on Wednesday, May 28, 2014.

The Information to Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Form of Bid Bond, Performance and Payment Bond or Security, and other contract documents may be examined on the Department of Housing Hurricane Sandy Recover website at www.ct.gov/doh/ and click on the “Hurricane Sandy” link, and at the office of Merritt Construction Services, Inc., located at 1177 High Ridge Road, Stamford, CT 06905.

Copies of plans may be downloaded directly from the Department of Housing website under bid notices or obtained at the office of Merritt Construction Services, Inc., located at 1177 High Ridge Road, Stamford, CT 06905, upon payment of \$15 for each set.

DOH reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information to Bidders.

Attention to bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wages rates to be paid under the contract (if applicable), Section 3, Segregated Facilities, Section 109 and E. O. 11246.

No bidder may withdraw his bid within 30 calendar days after the actual date of the bid opening thereof.

INFORMATION FOR BIDDERS

Receipt and Opening of Bids:

The State of Connecticut Department of Housing (herein called the "DOH"), invites bids on the form attached. Bids will be received by DOH at the office of Merritt Construction Services, Inc., until **5:00 PM on Wednesday, June 4, 2014.**

The envelopes containing the bids must be sealed, addressed to Andrew Peters, Project Director at Merritt Construction Services, Inc., 1177 High Ridge Road, Stamford, CT 06905, and designated as bid for **Project #1999, Danuszar Residence, 38 Harbor Road, Westport, CT 06880.**

DOH may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement there considered. NO bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

Mandatory Walk Through: All bidders must attend a mandatory walk through of the property designated above. The date and time of the walk through is set for **10:00 AM on Wednesday, May 28, 2014.**

Preparation of Bids:

Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form HUD-950.1, and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid process must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Subcontracts: The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

1. Must be acceptable to the DOH after verification by the State of the current eligibility status; and,
2. Must submit Form HUD-950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontractor award cannot be given by the DOH unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

Method of Bidding: DOH invites the following bid(s):

Qualifications of Bidder: The DOH may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the DOH all such information and date for this purpose as the DOH may request. The DOH reserves the right to reject any bid if the evidence submitted by, or

investigation of, such bidder fails to satisfy the DOH that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The State's set Contractor Prequalifications are available at the Department of Housing's Hurricane Sandy Recovers website www.ct.gov/doh/ and click on the "Hurricane Sandy" link.

Bid Security: Each bid must be accompanied with an irrevocable letter of credit from the bank, certified check, or bank cashier's check in the amount not less than five percent (5%) of the bid. Bid bonds may be accepted as bid security. As soon as the bid prices have been compared, DOH will return all of the bid securities except the three lowest responsible bidders. When the agreement is executed the bid securities of the two remaining unsuccessful bidders will be returned. The bid security of the successful bidder will be retained until the performance and payment security have been executed and approved, after which it will be returned.

Conditions of Work: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provision of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to: Andrew Peters, Project Director at Merritt Construction Services, Inc., located at 1177 High Ridge Road, Stamford, CT 06905, or emailed to ctsandy@merrittconstructionservices.net, and, to be given consideration, must be received at least three days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be forwarded by electronic mail and posted on DOH's Hurricane Sandy website to all prospective bidders (at the respective email addresses furnished for such purposes), not later than two days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds or a Completion Assurance Agreement as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the DOH.

Completion Assurance Agreement: In lieu of bonds, a completion assurance agreement will be required of the successful bidder (contractor) for 25 percent of the contract price on contracts less than \$100,000.

Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

1. Inspection and testing of materials
2. Insurance requirements
3. Wage rates (if applicable)

4. State allowances

Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Method of Award-Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the DOH as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the DOH may reject all bids or may award the contract on the base bid combined with such deductible alternatives applied in numerical order in which they are listed in the Form of Bids, as produces a net amount which is within the available funds.

If the homeowner wishes to select a prequalified bidding contractor other than the lowest and most responsible bidder, said owner is responsible for paying the difference between the lowest bidder and their chosen bidder from their own financing.

Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:

1. Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No 75, Saturday, April 17, 1971.
2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Contract Progress Schedule: Each bid shall be accompanied by a Contract Progress Schedule. Such Schedule shall list the bidder's timetable for completion of the contract.

BID FORM

The undersigned, being familiarized with the local conditions affecting the cost of the work and with the Drawings, Specifications, Invitation to Bidders, Instructions to Bidders, General Conditions, Bid Form, Form of Contract and Form of Bonds for **Project No. 1999** and Addenda No. _____ and _____ thereto, as prepared by Merritt Construction Services, Inc., Stamford, Connecticut, and on file in the office of DOH, hereby proposes to furnish all permits, labor, materials, tools, equipment and related items required for the rehabilitation and reconstruction including general construction, site improvements, plumbing, heating, electrical and finish items for said **Project No. 1999, located at 38 Harbor Road in Westport, State of Connecticut**, all in accordance with the Drawings and Specifications, for the sum of:

_____ Dollars (\$ _____).

Section #	Scope of Work	Subcontractor	Labor Cost	Material	Total
3.4	<u>Cleaning</u>				
3.4	<u>General Demolition</u>				
3.4	<u>Doors</u>				
3.4	<u>Permits & Fees & Lead Abatement</u>				
3.4	<u>Finish Carpentry/Trim work</u>				
3.4	<u>Framing/Rough Carpentry</u>				
3.4	<u>Insulation-Mechanical</u>				
3.4	<u>Plumbing</u>				
3.4	<u>Painting</u>				
3.4	<u>Roofing</u>				
3.4	<u>Soffit, Fascia, Gutter & Downspouts</u>				
3.4	<u>Stucco& Exterior Plaster</u>				
3.4	<u>Temporary Repairs</u>				
TOTAL COST					

ALTERNATE PROPOSALS

The undersigned bidder further proposes and agrees that should any or all of the following Alternates be accepted and included in the Contract, the amount of the Base Bid, as heretofore stated, shall be adjusted by the amount stated for each Alternate. All materials and workmanship shall be in strict accordance with the Drawings and Specifications and shall be in-place prices.

Alternates

No. _____ \$

No. _____ \$

No. _____ \$

The undersigned agrees to commence the work on a date to be specified in the contract and to complete such work within **60** consecutive calendar days.

The undersigned agrees that if within the period of thirty (30) days after the opening of bids, or when extended to the next work day immediately following said period, notice of the acceptance of this bid shall be mailed, or delivered to him/her at the business address given below, or at any time thereafter before this bid is withdrawn, will within fifteen (15) days thereafter deliver to the DOH, where directed, a contract properly executed in such number of counterparts as may be required by said DOH, on the forms annexed, with such changes therein as shall have been made by DOH, prior to the time named for delivery of this proposal, together with an executed Completion Assurance Agreement with a Letter of Credit in a form satisfactory to the DOH and a letter indicating those Small/Minority Business Enterprises that will perform work and/or provide materials, equipment or services as part of the contract.

In submitting this bid, it is understood that the right is reserved by the abovementioned DOH to reject any and all bids; and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the date of bid opening or until the next work day immediately following said period if such period ends on a weekend or a State holiday.

Security in the sum of _____ Dollars (\$ _____)

in the form of _____ is submitted herewith in accordance with the Specifications.

Attached hereto is an affidavit, in proof that the undersigned has not entered into any collusion with any person in respect to this proposal, or any other proposal, or the submitting of proposals for the above Project. Also attached is a statement of contractor's qualifications, Certification of Bidder Regarding Equal Employment Opportunity, and Segregated Facilities.

Acknowledgement of Bidder

I, THE UNDERSIGNED AS AN AUTHORIZED OFFICER OF:

(Company Name)

(Date)

(Address)

(Telephone)

(City/State/Zip)

(Fax No.)

(FEIN)

I HEREBY SUBMIT THE FOLLOWING PRICES FOR THE PROJECT IDENTIFIED ABOVE: (Indicate in words and numerals)

BASE BID PRICE: Cost _____

AMOUNT IN WORDS: _____

(Signature)

(Date)

(Printed Name)

(Title/Position)

(Email address) _____

(Bank Letterhead)

BID SECURITY

IRREVOCABLE LETTER OF CREDIT

Dear _____:

We hereby authorize you to draw on us to the aggregate amount of \$_____ (five percent of the amount of the bid) in the event _____ withdraws its bid within the bid holding period, or upon being awarded a contract, fails to provide adequate performance and payment security as required by the Contract documents.

Such drafts must be accompanied by the following document:

A written certification by you that the proceeds of any draft drawn on this Letter of Credit will be used solely to indemnify the DOH against loss or damage suffered by it resulting from any act or omission described in the above paragraph.

We warrant to you that all drafts drawn in compliance with the terms of this Letter of Credit will be unconditionally and duly honored upon delivery of the documentation specified and presented to this office.

This Letter of Credit is irrevocable and shall be in full force and effect until notification in writing is received from you that a contract for Project _____ has been awarded and executed, whereupon this Letter of Credit shall automatically be canceled.

This Letter of Credit shall not be modified or amended except upon the written agreement of this Bank and the DOH.

Sincerely yours,

President

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ Surety, are hereby held and firmly bound unto
_____ as DOH in the penal sum of
_____, for the payment of which, well and truly be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this
_____ day of _____, 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to
_____ a certain Bid, attached hereto and hereby made a part
hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with the Bid) and shall furnish a bond for this faithful performance of said contract, and for the payment of all person performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any or all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time which the DOH may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S)
Principal

Surety

SEAL

By: _____

FORM OF NON-COLLUSIVE AFFIDAVIT
AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he/she is, _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against DOH or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Project No. _____

Location _____

Signature

Name and Title

Date

(Signature should be notarized.)

BIDDER'S CERTIFICATION OF ELIGIBILITY

By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government or HUD; or,
- (2) Participate in HUD programs pursuant to 24 CFR part 24.

(Name of Bidder)

(Address)

BY: _____

Title: _____

NOTE: This certification is a material representation of fact upon which reliance is placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal programs.

CERTIFICATION OF GENERAL BIDDERS ON CDBG-DR CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies that neither he/she nor any firm, corporation, partnership or association in which he/she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 USC 276a). The undersigned further certifies that said undersigned is not presently debarred from doing public construction work in the State of Connecticut.

Date: _____

Name of General Bidder

By _____

Signature

Print name and title

Business Address

Street Address City and State

OSHA-10 OSHA-10

CERTIFICATION OF SUB- BIDDERS (IF ANY) ON CDBG-DR CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under penalties of perjury that this subbid is in all responses bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies that neither he/she nor any firm, corporation, partnership or association in which he/she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 USC 276a). The undersigned further certifies that said undersigned is not presently debarred from doing public construction work in the State of Connecticut.

Date _____

Name of Sub-bidder

By _____

Signature

Print Name and Title

Business Name

Street Address, City and State

COMPLETION ASSURANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____ by and between the State of Connecticut Department of Housing (DOH) and _____ (Contractor).

WITNESSETH

WHEREAS, the Contractor, the Owner and DOH have entered into a Construction Contract dated _____, providing for the construction of a project described in such Contract; and

WHEREAS, the Contractor desires to meet his/her obligations to supply 100 percent Performance and Payment Bonds with a substitution of another form of security; and

WHEREAS, the Owner has determined that a cash deposit arrangement would provide sufficient security in lieu of a Performance and Payment Bond.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for the purpose of inducing DOH to substitute a cash deposit arrangement for a Performance and Payment Bond, the parties hereto agree that:

1. The Contractor has provided DOH with a letter dated _____, from a banking institution evidencing the deposit of funds in an account (Fund) in the amount of 25% of the construction contract.

\$ _____. The Fund has been established in the name of the State of Connecticut Department of Housing to secure and indemnify it for any expense, loss or damage suffered or sustained as a result of any default by the Contractor in the performance of its obligations under the Construction Contract. It is expressly understood and agreed that said Fund shall at all times be under the control of the Owner.

2. All disbursements from the Funds shall be authorized and made by the DOH.

3. The Fund shall be maintained as a separate trust account and may be drawn in increments up to its aggregate amount or the aggregate may be drawn. Any incremental draw will not impair or diminish the right of the DOH to make subsequent draws in any amount(s) up to the aggregate amount of the Fund. The proceeds of a draw may be disbursed as follows:

A. To the contractor during the course of construction to promote the completion of the project, as may be deemed necessary by the DOH.

B. To DOH the entire Fund or balance remaining therein in the event of a default by the Contractor under the Construction Contract to be used by DOH to indemnify it for any loss, damage or expense whatsoever which it may suffer by reason of Contractor's failure to perform the construction contract.

C. To the Contractor the balance of such Fund remaining after three months from the date that the work has been substantially completed in accordance with the Construction Contract (except for punch list items and items awaiting seasonal opportunity to complete) and accepted by the Contracting Officer in accordance with Section 27 of the General Conditions, but only so long as the Project is free and clear of any liens, claims or encumbrances whatsoever.

4. Any other provision of this Agreement notwithstanding, it is understood and agreed that no funds may be disbursed to the Contractor so long as there are any outstanding liens, claims or encumbrances against the Project, written notice of which have been received by DOH. If any such claims, liens and encumbrances have not been removed or resolved, and written notice of such removal or resolution received by DOH, by the date of substantial completion, DOH may in its sole discretion exercise any of its rights under the General Conditions of the Construction Contract.

5. It is expressly understood by all parties hereto that in the event of a default by the Contractor in any of its obligations under the Construction Contract, the entire Fund, any part thereof, or balance remaining therein may, at the option of DOH, be paid to the DOH together with an assignment of all rights granted to DOH.

6. This Agreement shall not alter or limit the obligations and liabilities of Contractor under the Construction Contract, but shall be deemed to be additional security for the performance by the Contractor of its obligations thereunder.

7. It is understood and agreed that in the event the Fund is held by a depository, that the depository is not charged with any duty or responsibility to see to the performance of or compliance with any agreements between any of the parties hereto other than that of paying over the Fund as directed in writing by DOH, nor to see to the application of the Fund after making disbursements as so directed. It is expressly understood and agreed that any claim, controversy, dispute or disagreement which may exist between the Contractor and DOH shall have no effect whatsoever upon the obligation of the depository to pay DOH promptly upon receipt of a notice issued pursuant to the terms of the Fund and this Agreement.

8. Notwithstanding any other provision of the Construction Contract, it is agreed the fund will be administered pursuant to the terms of the Fund, this Agreement and any consistent provisions in the Construction Contract. Any inconsistent provisions in the Construction Contract shall be superseded and controlled by the Fund and this Agreement. It is expressly agreed that reference to this Agreement or collateral Construction Contract document does not make the issuance of the Fund conditional.

Name of Contractor

State of Connecticut Department of Housing

Name and Title

Name and Title

Approved by Bank:

CASH DEPOSIT LETTER

Ms. Hermia Delaire
Program Manager
State of Connecticut Department of Housing
Team Sandy – OORR Program
505 Hudson Street, 2nd floor
Hartford, CT 06106

Dear Ms. Delaire:

Re: OORR Project # _____ Address _____

This will acknowledge that this Bank has established an account in the amount of \$ _____ with funds received from _____.

This account has been issued in the name of _____ and the original certificate manifesting the same is being handed to you herewith. It is our understanding that this account is being established in lieu of performance and payment bonds customarily furnished in construction projects. The account shall serve as the "Fund" referred to in the Completion Assurance Agreement, dated _____, by and between the State Department of Housing (DOH) and the Contractor.

The Bank shall pay over all or part of the funds in the account together with interest herein to DOH, or to another as the DOH may designate, upon written notification by the DOH to the Bank of a default by the Contractor under the Construction Contract, or of the Contractor's failure to perform the Construction Contract.

The Bank shall pay over all or part of the funds in the account upon proper notification by the Owner without regard to any objections, claims, defenses, assertions, or actions by the Contractor or any other person or entity acting on behalf of the Contractor. The Bank specifically recognizes that any controversy, dispute, claim or disagreement which may exist between the Contractor and DOH have no effect whatsoever upon the obligation of the Bank to pay DOH promptly upon receipt of the notice referred to above.

Sincerely,

President

SUBCONTRACTOR IDENTIFICATION

(Provide additional forms for more subcontractors, as needed.)

This form is a part of your bid package and must be submitted along with the itemized and formal bid forms at the time of the bid opening. Failure to submit a completed document could result in the disqualification of your bid.

Name of Subcontractor: _____

Address: _____

Trade: _____

Hourly Wage: \$_____ Full Contract Price: \$_____

Federal Tax# or SSN #: _____

Male Owned Business _____ Female Owned Business _____

Is he/she of Hispanic or Latino ethnicity? Yes _____ No _____

Race: (Please check one)

- White American Indian/Alaskan Native
 Black/African American Hasidic Jew
 Asian/Pacific American

Name of Subcontractor: _____

Address: _____

Trade: _____

Hourly Wage: \$_____ Full Contract Price: \$_____

Federal Tax# or SSN #: _____

Male Owned Business _____ Female Owned Business _____

Is he/she of Hispanic or Latino ethnicity? Yes _____ No _____

Race: (Please check one)

- White American Indian/Alaskan Native
 Black/African American Hasidic Jew
 Asian/Pacific American

Name of Subcontractor: _____

Address: _____

Trade: _____

Hourly Wage: \$_____ Full Contract Price: \$_____

Federal Tax# or SSN #: _____

Male Owned Business _____ Female Owned Business _____

Is he/she of Hispanic or Latino ethnicity? Yes _____ No _____

Race: (Please check one)

- White American Indian/Alaskan Native
 Black/African American Hasidic Jew
 Asian/Pacific American

Contractor's Signature

Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F R 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Name and address of Bidder (include zip code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 YES NO
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 YES NO
3. Bidder has filed all compliance reports due under applicable instructions, including SF.100.
 YES NO NOT REQUIRED
4. Have you ever seen or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 YES NO
5. No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please type.)

SIGNATURE DATE

Green Building Standards Checklist

HUD CPD Green Building Retrofit Checklist

The CPD Green Retrofit Checklist promotes energy efficiency and green building practices for residential retrofit projects. Grantees must follow the checklist in its entirety and apply all measures within the Checklist to the extent applicable to the particular building type being retrofitted. The phrase “when replacing” in the Checklist refers to the mandatory replacement with specified green improvements, products, and fixtures only when replacing those systems during the normal course of the retrofit.

WATER AND ENERGY CONSERVATION MEASURES

N/A

Water-Conserving Fixtures

Install or retrofit water conserving fixtures in any unit and common facility, use the following specifications: Toilets-- 1.28 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]

N/A

ENERGY STAR Appliances

Install ENERGY STAR-labeled clothes washers, dishwashers, and refrigerators, if these appliance categories are provided in units or common areas.

N/A

Air Sealing: Building Envelope

Seal all accessible gaps and penetrations in the building envelope. If applicable, use low VOC caulk or foam.

N/A

Insulation: Attic (if applicable to building type)

For attics with closed floor cavities directly above the conditioned space, blow in insulation per manufacturer's specifications to a minimum density of 3.5 Lbs. per cubic foot (CF). For attics with open floor cavities directly above the conditioned space, install insulation to meet or exceed IECC levels.

N/A

Insulation: Flooring (if applicable to building type)

Install \geq R-19 insulation in contact with the subfloor in buildings with floor systems over vented crawl spaces. Install a 6-mil vapor barrier in contact with 100% of the floor of the crawl space (the ground), overlapping seams and piers at least 6 inches.

N/A

Duct Sealing (if applicable to building type)

In buildings with ducted forced-air heating and cooling systems, seal all penetrations of the air distribution system to reduce leakage in order to meet or exceed ENERGY STAR for Homes' duct leakage standard.

N/A

Air Barrier System

Ensure continuous unbroken air barrier surrounding all conditioned space and dwelling units. Align insulation completely and continuously with the air barrier.

X

Radiant Barriers: Roofing

When replacing or making a substantial repair to the roof, use radiant barrier sheathing or other radiant barrier material; if economically feasible, also use cool roofing materials.

N/A

Windows

When replacing windows, install geographically appropriate ENERGY STAR rated windows.

N/A

Sizing of Heating and Cooling Equipment

When replacing, size heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals, Parts J and S, or 2012 ASHRAE Handbook--HVAC Systems and Equipment or most recent edition.

N/A

Domestic Hot Water Systems

When replacing domestic water heating system(s), ensure the system(s) meet or exceed the efficiency requirements of ENERGY STAR for Homes' Reference Design. Insulate pipes by at least R-4.

N/A

Efficient Lighting: Interior Units

Follow the guidance appropriate for the project type: install the ENERGY STAR Advanced Lighting Package (ALP); **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.

N/A

Efficient Lighting: Common Areas and Emergency Lighting (if applicable to building type)

Follow the guidance appropriate for the project type: use ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; **OR** when replacing, new common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, if installing new or replacing, all exist signs shall meet or exceed LED efficiency levels and conform to local building codes.

N/A

Efficient Lighting: Exterior

Follow the guidance appropriate for the project type: install ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, install ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

INDOOR AIR QUALITY

N/A

Air Ventilation: Single Family and Multifamily (three stories or fewer)

Install an in-unit ventilation system capable of providing adequate fresh air per ASHRAE 62.2 requirements.

N/A

Air Ventilation: Multifamily (four stories or more)

Install apartment ventilation systems that satisfy ASHRAE 62.2 for all dwelling units and common area ventilation systems that satisfy ASHRAE 62.1 requirements. If economically feasible, consider heat/energy recovery for 100% of corridor air supply.

N/A

Composite Wood Products that Emit Low/No Formaldehyde

Composite wood products must be certified compliant with California 93120. If using a composite wood product that does not comply with California 93120, all exposed edges and sides must be sealed with low-VOC sealants.

N/A

Environmentally Preferable Flooring

When replacing flooring, use environmentally preferable flooring, including the FloorScore certification. Any carpet products used must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad, and carpet adhesives.

N/A

Low/No VOC Paints and Primers

All interior paints and primers must be less than or equal to the following VOC levels: Flats--50 g/L; Non-flats--50 g/L; Floor--100 g/L. [g/L = grams per liter; levels are based on a combination of the Master Painters Institute (MPI) and GreenSeal standards.]

X

Low/No VOC Adhesives and Sealants

All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.

N/A

Clothes Dryer Exhaust

Vent clothes dryers directly to the outdoors using rigid-type duct work.

X

Mold Inspection and Remediation

Inspect the interior and exterior of the building for evidence of moisture problems. Document the extent and location of the problems, and implement the proposed repairs according to the Moisture section of the EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.

N/A

Combustion Equipment

When installing new space and water-heating equipment, specify power-vented or direct vent combustion equipment.

N/A

Mold Prevention: Water Heaters

Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.

N/A

Mold Prevention: Surfaces

When replacing or repairing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces.

N/A

Mold Prevention: Tub and Shower Enclosures

When replacing or repairing tub and/or shower enclosures, use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.

N/A

Integrated Pest Management

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry. [If applicable, provide training to multifamily buildings staff.]

X

Lead-Safe Work Practices

For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule.

X

Radon Testing and Mitigation (if applicable based on building location)

For buildings in EPA Radon Zone 1 or 2, test for radon using the current edition of American Association of Radon Scientists and Technologists (AARST)'s Protocols for Radon Measurement in Homes Standard for Single-Family Housing or Duplexes, or AARST's Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings. To install radon mitigation systems in buildings with radon level of 4 pCi/L or more, use ASTM E 2121 for single-family housing or duplexes, or AARST's Radon Mitigation Standards for Multifamily Buildings. For new construction, use AARST's Reducing Radon in New Construction of 1 & 2 Family Dwellings and Townhouses, or ASTM E 1465.

Section 2

General Conditions

1. The purpose of this HUD and DOH sponsored 0% interest loan Owner Occupied Rehabilitation and Rebuilding program is to make good faith efforts to assist qualified property owners in making repairs to their property damaged by Superstorm Sandy. Eligible repairs include code, health and safety compliance modifications, including but not limited to building envelope and energy efficiency upgrades (See Green Building Standards).
2. In the event that the homeowner is dissatisfied with the work performed although the work has been completed to industry standards, approved by the local municipality's code enforcement officials and approved by the DOH or its agent, the homeowner's approval will be overridden, full payment will be issued to the contractor and the project will be officially closed.
3. The owner is responsible for removal or relocation from the respective work areas the following, including but not necessarily limited to: personal belongings, window treatments, small furniture, fixtures, area carpets, interior and exterior plants. The contractor will be responsible for covering and protecting large furniture unable to be removed from the respective work areas.
4. The Contractor, unless otherwise specified, shall provide all labor, materials, tools, equipment, and related items required for the erection and completion of all work indicated in this project manual and as may be inferred, implied or otherwise necessary for the proper execution of the work.
5. The Contractor shall pay all necessary taxes, fees, and permits necessary to complete all of his work as detailed on the attached scope of work.
6. The premises herein shall be occupied during the course of the construction work.
7. All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality, HUD requirements or compliance with the latest edition of the International Building Code, which ever applies and is the more strict. 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.
8. The Contractor certifies that he has familiarized himself with the requirements of the specifications and plans and understands the extent and character of the work to be done, and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid.
9. The selected Contractor must, prior to contract signing, supply the DOH and the Owner with the original certificates of insurance in accordance with the following insurance requirements:
 - A. Contractor shall procure and maintain for the duration of the Agreement the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:
 - 1) Workers' Compensation Insurance: The Contractor shall maintain full and complete Workers' Compensation Insurance for all of its employees and those of its subcontractors engaged in work on the premises, in accordance with the local and state laws governing the same, in the minimum amounts of \$100,000 each accident, \$500,000 disease – Policy limit, \$100,000 disease – each employee.
 - 2) General Liability Insurance: The Contractor shall furnish evidence of a comprehensive general liability insurance coverage with a combined single limit for bodily injury, death, and property damage in the amount of \$1,000,000 per occurrence, naming the Owner and the State as additional insured. This shall cover the use of all equipment, hoists and vehicles on the Premises not covered by any automobile liability policy. If the Contractor has a "claims-made" policy, then the following additional requirements apply: (a) the policy must provide a retroactive date which must be on or before the execution date of this Agreement and (b) the extended reporting period may not be less than five (5) years following the Construction Completion Date.
 - 3) Automobile Liability: The Contractor shall furnish evidence of Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability. This shall include owned vehicles, non-owned vehicles and employee non-ownership.
 - 4) Cargo Insurance: The Contractor shall furnish evidence of all-risk cargo insurance, with a minimum limit of \$_____ per occurrence when the project involves raising a structure above the Base Flood Elevation.
 - 5) Builders Risk: The Contractor shall maintain Builder's Risk (fire and extended coverage) insurance providing coverage for the entire work at the project site, including all work in place, all materials stored at the building site, foundations and building equipment. Coverage shall be on a completed value form basis in an amount equal to the projected value of the project. The Contractor agrees to endorse the State of Connecticut and the Owner as Loss Payees.

B. Additional Insurance Provisions

- 1) Each of the Owner and the State of Connecticut Department of Housing, and their successors and assigns, as their interests may appear, shall be named as an Additional Insured on the Commercial General Liability policy.
 - 2) Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
 - 3) Applicant shall assume any and all deductibles in the described insurance policies.
 - 4) Without limiting Applicant's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.
 - 5) Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a minimum Best Rating of A- or equivalent or as otherwise approved by the State.
10. DOH and its agents must be notified prior to start of work of any subcontractor to be paid for work on the job who is different from the subcontractor identified in original bid proposal.
 11. Working times for the project shall be Monday through Friday 8 am to 5 pm (EST). Contractors must request permission from owner and be in compliance with local municipal ordinances prior to working longer hours or weekends.
 12. All materials shall be new and of acceptable quality. The Contractor shall submit proof of purchase of warrantee items at closeout. The property Owner shall select all colors, models, etc. as per scope of work. 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.
 13. 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, including that of subcontractors, for a one (1) year period from the date of the Final Payment. This guarantee shall be in addition to and not in limitation of, in lieu of, or modify and other guarantee that is due the property Owner from any manufacturer.
 14. 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.
 15. The Contractor shall take all necessary measures and precautions to protect the surroundings from damage occurring due to performance of the work. All areas and surfaces of the existing building which are affected by the execution of the new work (removals, demolition, repairs etc.) shall be patched and restored to either match the existing adjacent conditions or to match the new work, whichever is applicable. If such damage occurs it will be repaired by the Contractor at no cost to the Owner. Contractor shall provide all temporary shoring, bracing and other construction (interior and exterior) required to perform the work of this contract.
 16. The Contractor shall dispose of all debris and remove all material resulting from his work in accordance with local and State law. The Contractor shall police and maintain a clean and safe job site daily. He shall reinstall accessories taken down and clean up all scrap around the project and remove fingerprints. All on-site maintenance relating to the performance of the work shall be the responsibility of the Contractor until the Certificate of Completion is issued. The project shall be maintained in a habitable and safe condition daily if the project is to remain occupied.
 17. Materials and products not otherwise specified in these documents shall be to match building standards and existing conditions, provided such items are in compliance with all applicable codes. Such codes set the minimum standards to be achieved.
 18. All work shall be neat and accurate and done in a manner in accordance with customary trade practices. **The Contractor, at a minimum, shall leave the premises broom clean and orderly after each working day and shall keep the premises free from accumulation of materials and rubbish by disposing of such debris in an onsite disposal container (provided by the contractor) or removed by vehicle in accordance with all applicable state and local regulations.** At the completion of the project the Contractor shall remove all excess materials from the site. Any surplus material agreed to be left for the owner shall be stored neatly by the contractor in a location directed by the owner free from weather, spoilage or pilferage.
 19. The Contractor shall coordinate any work which interfaces with other Contractors or with the operations of the Owner. The Contractor shall take all necessary precautions to prevent fire, bodily injury, damage to property and any other calamities that may arise which pose a threat to life, limb property.
 20. The Contractor shall not make any changes to the scope of work unless a change order is processed and fully executed by the DOH.

21. The Owner may cancel this contract within three days of signing and not be liable to the Contractor or DOH. Should the Owner opt to cancel they must sign and send a Notice of Cancellation to DOH, otherwise DOH shall issue a Notice to Proceed authorizing the contractor to commence with the proposed improvements.
22. The Contractor shall commence work under this contract within 15 work days of the date of the notice to proceed and complete work within **60** calendar days of the notice to proceed.
23. 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 cause beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which justifies the delay, the contract time may 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) work days.
24. In the event that the Contractor does not commence or pursue the work as hereinafter stated, then DOH shall have the right to terminate this agreement and to hire a successor Contractor to perform the work. Any such termination shall be by certified mail to the address noted in this agreement, and shall be effective as of the date of mailing. Payments by the DOH/Owner in the event of termination shall be as follows:
25. The successor Contractor shall first be paid and then the terminated Contractor. Payments to the terminated Contractor shall be limited both as to those funds remaining after payment to the successor Contractor but shall not exceed the value of the work actually performed by the terminated Contractor. Further, should the total cost for work performed under this contract exceed the amount stated in this agreement due to the Contractor's termination, then the Owner shall have a cause of action against the terminated Contractor for any such additional cost.
26. 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, DOH 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 DOH, be completed or not.
27. Payments
 - 1) DOH/Homeowner shall pay the Contractor the price as provided in this contract.
 - 2) DOH shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. DOH may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
 - 3) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to DOH. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
 - 4) The Contractor shall submit, on AIA forms provided by DOH, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 14 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
 - 5) Along with each request for progress payments and the required estimates, the Contractor shall furnish lien waivers and labor releases as good and sufficient evidence that the premises are free from all liens, damages, and anything chargeable to said contractor.
 - 6) Except as otherwise provided in State law, DOH shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, DOH may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, DOH shall reinstate the five (5) percent retainage until such time as the Contracting Officer determines that performance and progress are satisfactory. Retainage will be released 90 days after project completion.
 - 7) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of DOH's/Homeowner's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the Homeowner.
 - 8) All material and work covered by progress payments made shall, at the time of payment become the sole property of the Homeowner, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of DOH/Homeowner to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of DOH in the course of their employment, the Contractor shall restore such damaged work without cost to DOH/Homeowner and to seek redress for its damage only from those who directly caused it.

- 9) DOH shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against DOH/Homeowner arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
 - 10) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
 - 11) DOH shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of DOH to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.
28. Disputes
- 1) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
 - 2) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
 - 3) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.
 - 4) A claim by the Homeowner against the Contractor shall be subject to a written decision by the Contracting Officer.
 - 5) The Contracting Officer shall, within calendar 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
 - 6) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in DOH in accordance with DOH's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) calendar days after receipt of the Contracting Officer's decision.
 - 7) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.
29. 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, if any, for work covered by this agreement.
30. Equal Employment Opportunity (EEO) Clause
- During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract 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 Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
31. 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.
32. The following applies to all contracts of \$10,000,000.00 or more: SECTION 402 VETERANS OF THE VIETNAM ERA. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VEITNAM ERA. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
33. 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.
34. DOH 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 project.
35. 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 the 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 the unequal substituted material shall also be replaced, reworked, and reinstalled at no cost to the Owner.
36. Bids shall contain prices for general categories of work and/or items as specified on the provided bid sheets. In the case of a mathematical error by the Contractor, the correct sum of the individual line items in the cost summary shall be the Contractor's bid.
37. All bids shall remain in effect for thirty (30) calendar days.
38. 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.
39. If any unseen or unknown asbestos related conditions arise during the work the Contractor shall stop all work immediately and notify the DOH of such.
40. OTHER PROVISIONS – LEAD BASED PAINT

For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35 and EPA's Repair Renovation, and Painting Rule at 40 CFR.80 Subpart E.

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.

Beginning April 22, 2010, the Contractor is required to have a certificate from a 6 hour EPA/HUD RRP lead remediation course.

41. The Contractor shall comply with the provisions of the immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold DOH, its agents and the Homeowner harmless for the failure to comply with the provisions of said Act.

Section 3.0

Scope of Work and Specifications

Section 3.1 DESCRIPTION OF WORK

The proposed work plan for the 38 Harbor Road property includes selective and general demolition, finish carpentry/trim work, plumbing and insulation, lead abatement, repair of soffits, fascia, rake boards, gutter and leader replacement/installation, replacement of the roof shingles, repainting the siding and the stucco/plastering of foundation walls. As such, the work zone as described consists of the entire exterior of the structure.

The contractor shall perform all restoration, services and remodeling work as described herein and listed in the Bill of Materials/Quantities pages 2 through 8. All work shall be performed in accordance with all applicable state and local building codes and manufacturers' specifications for the material being installed. All roofing material and paint color selections shall be approved by the homeowner.

The contractor is responsible for obtaining any and all permits necessary to complete the work. The contractor shall complete all work to the satisfaction of the homeowner, the CT Department of Housing or their authorized representative, and the local building department.

Section 3.2

Specifications

Section 3.2.1 Environmental Remediation (See “NEPA Environmental Review Report” Appendix B)

(A) Lead-Based Paint — Based on the results of the lead-based paint survey, lead-containing paint was identified on the exterior of the building, including siding of the garage, soffit surrounding the house, and the ceiling of the causeway. Due to the nature of the project, the lead-containing paint will need to be abated by a qualified contractor. Additional suspect paint may be encountered during renovations in spaces that were inaccessible or not apparent during the inspection, such as beneath soffits or exterior siding materials. As such, the contractor shall provide that a competent person who is capable of identifying additional suspect paints be present during the renovation work. During the completion of the proposed work activities, lead-containing materials shall be abated in accordance with local, state, and federal regulations including, but not limited to, Housing and Urban Development – Lead-Based Paint Poisoning Prevention in Certain Residential Structures – Rehabilitation Regulations [24 CFR 35(J)] and OSHA guidelines. The abatement contractor must provide credentials/adequate qualification documentation and a work plan for abatement work with its bid for review by Merritt Construction Services, Inc. and Triton Environmental, Inc.

3.2.2 Painting

(A) Surface Preparation — Surfaces must be clean and free of grease, wax, and mildew. Remove excessive chalking, and loose or scaling paint. If previously coated with cement-based water paints, clean by sandblasting. Glossy surfaces must be dulled. Unweathered areas such as eaves, ceilings, and overhangs should be washed with a detergent solution and/or rinsed with a strong stream of water from a garden hose to remove contaminants that can interfere with proper adhesion. Stains from mildew must be removed by cleaning prior to coating the surface. Caution: For metal surfaces, remove rust. Wipe down with paint thinner to remove surface oils. All new masonry surfaces must be power-washed or brushed thoroughly with stiff fiber bristles to remove loose particles. New masonry substrates must be allowed to cure for 30 days before priming or painting. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all forms of release agents and curing compounds.

(B) All doors shall be finished inside and out with two coats of paint or stain and varnish at owner’s option unless specified in the painting portion of the Bid Document.

(C) Remove all dried, deteriorated, broken, and cracked sections of putty from windows. Sweep clean and back putty with glazing compound in strict adherence to manufacturer’s instructions. Before glazing

compound is applied, area shall be primed, and all glazing points secure. Windows to be reputtied prior to painting exterior final coat.

(D) Old painted surfaces on wood shall be wire-brushed or sandpapered, and where necessary, scaling, scraped or loose paint removed. Hard, glossy, and non-chalking surfaces should be dulled, and surfaces washed or rinsed.

(E) Exterior painting is not to be done during or immediately following foggy, rainy or frosty weather, OR WHEN THE TEMPERATURE IS LIKELY TO DROP BELOW 40° FAHRENHEIT. Avoid painting surfaces while they are exposed to the hot sun.

(F) All coats are to be thoroughly dry before applying succeeding coats in accordance with manufacturer's recommendations.

(G) Where painting is required on concrete and masonry surfaces, it shall be done on a clean, dust- and scale-free surface (wire-brushed) and in full compliance with specifications of manufacturer of finishing material.

(H) Unless otherwise set forth in the Bid Document, all painting shall include any number of coats needed to achieve good cover and hide.

(I) ALL EXTERIOR PAINT SHALL BE SEMI-GLOSS. PROVIDE TWO COLORS (CHOICE BY OWNER).

3.2.3 Roofing

(A) Roof coverings shall be applied in accordance with the applicable provisions of this section and the manufacturer's installation instructions.

(B) Asphalt shingles. The installation of asphalt shingles shall comply with the provisions of this section. Asphalt shingles shall only be used on roof slopes of two units vertical in 12 units horizontal (17-percent slope) or greater. The shingles shall be of a 3 - Tab Fiberglass Asphalt Construction with a 5" exposure and provide a minimum 25-year Limited Warranty. Asphalt shingles shall have self-seal strips or be interlocking, and comply with ASTM D 225 or ASTM D 3462. The shingle system shall meet or exceed the ASTM's 110mph and 150mph wind load tests.

(C) Fasteners for asphalt shingles shall be galvanized, stainless steel, aluminum or copper roofing nails, minimum 12 gage [0.105 inch (2.67 mm)] shank with a minimum 0.375 inch-diameter (9.5 mm) head, of a length to penetrate through the roofing materials and a minimum of 0.75 inch (19.1 mm) into the roof sheathing. Where the roof sheathing is less than 0.75 inch (19.1 mm) thick, the nails shall penetrate through the sheathing. Fasteners shall comply with ASTM F 1667.

(D) Attachment. Asphalt shingles shall have the minimum number of fasteners required by the manufacturer and shall be secured to the roof with not less than four fasteners per strip shingle or two fasteners per individual shingle.

(E) Underlayment. Unless otherwise noted, required underlayment shall conform to ASTM D 226, Type I, or ASTM D 4869, Type I.

Self-adhering polymer modified bitumen sheet. Self-adhering polymer modified bitumen sheet shall comply with ASTM D 1970. 1507.2.8.2.

Ice dam membrane. In areas where the average daily temperature in January is 25°F (-4°C) or less or where there is a possibility of ice forming along the eaves causing a backup of water, a membrane that consists of at least two layers of underlayment cemented together or of a self-adhering polymer modified bitumen sheet shall be used in lieu of normal underlayment and extend from the eave's edge to a point at least 24 inches (610 mm) inside the exterior wall line of the building.

For roof slopes from two units vertical in 12 units horizontal (17-percent slope), underlayment shall be two layers applied in the following manner. Apply a minimum 19-inch-wide (483 mm) strip of underlayment felt parallel with and starting at the eaves, fastened sufficiently to hold in place. Starting at the eave, apply 36-inch-wide (914 mm) sheets of underlayment overlapping successive sheets 19 inches (483 mm) and fastened sufficiently to hold in place. For roof slopes of four units vertical in 12 units horizontal (33-percent slope) or greater, underlayment shall be one layer applied in the following manner. Underlayment shall be applied shingle fashion, parallel to and starting from the eave and lapped 2 inches (51 mm), fastened only as necessary to hold in place. Ice and water shield shall be installed for all eaves and valleys per the manufacturer's specification requirements.

(F) Provide drip edge at eaves and gables of shingle roofs. Overlap to be a minimum of 2 inches (51 mm). Eave drip edges shall extend 0.25 inch (6.4 mm) below sheathing and extend back on the roof a minimum of 2 inches (51 mm). Drip edge shall be mechanically fastened a maximum of 12 inches (305 mm) o.c. A cricket or saddle shall be installed on the ridge side of any chimney greater than 30 inches (762 mm) wide. Cricket or saddle coverings shall be sheet metal or of the same material as the roof covering.

(G) Flashing and counter flashing shall be made with sheet metal. Valley flashing shall be a minimum of 15 inches (381 mm) wide. Valley and flashing metal shall be a minimum uncoated thickness of 0.0179-inch (0.455 mm) zinc-coated G90. Chimneys, stucco or brick walls shall have a minimum of two plies of felt for a cap flashing consisting of a 4-inch-wide (102 mm) strip of felt set in plastic cement and extending 1 inch (25 mm) above the first felt and a top coating of plastic cement. The felt shall extend over the base flashing 2 inches (51 mm).

3.2.4 Parge Coat Foundation

(A) Parging (Foundation repairs) - Remove loose mortar, dust, loose finishes, loose cementations coatings and all other loose materials to expose sound portions of walls. Fill and point all obvious cracks, holes, and sources of water seepage. Prior to parging, clean areas with a commercial cleaning agent such as Thoro Clean, or written approved equal. Apply a liquid bonding agent, such as Thorobond, or written approved equal on all repair areas prior to refacing. Parge all repair areas using a mix of one (1) part cement to three (3) parts sand, and apply smooth finish to blend in with existing surfaces. Patching mortar coatings to be applied to a maximum thickness of $\frac{1}{2}$ ", and allow 24 hours curing time between coats in bringing wall surfaces to required level plane. Parging shall be started a minimum six inches (6") below grade, and excavation shall extend approximately eight inches (8") below grade minimum.

Section 3.3

Bill of Materials/Quantities/Site Photos



1999-DANUSZAR

General

DESCRIPTION	QNTY
1. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA
2. Lead Abatement	1.00 EA
3. Temporary toilet (per month)	2.00 MO

NOTES:

Interior

DESCRIPTION	QNTY
4. Foam pipe insulation - 1/2" wall for 1/8" to 3/4" pipe	60.00 LF
5. Water supply line - PEX with fitting and hanger, 1/2"	60.00 LF
6. Exterior faucet - frost free	2.00 EA

NOTES:

Exterior
Main House

Front Elevation

DESCRIPTION	QNTY
--------------------	-------------



CONTINUED - Front Elevation

DESCRIPTION	QNTY
7. Clean foundation wall	330.00 SF
8. Storm door assembly	1.00 EA
9. Paint door slab only - 2 coats (per side)	330.00 EA
10. Prime & paint exterior fascia - wood, 6"- 8" wide	82.00 LF
11. Paint door or window opening - 2 coats (per side)	1.00 EA
12. Scrape the surface area & prep for paint	600.00 SF
13. Seal & paint wood siding	600.00 SF
14. Prime & paint exterior soffit - wood	35.00 SF
15. Gutter / downspout - aluminum - up to 5"	55.00 LF
16. Plaster (parget) foundation	330.00 SF

 2/24/2014 photo1
Front Elevation

NOTES:

Right Elevation

DESCRIPTION	QNTY
17. Clean foundation wall	216.00 SF
18. Finish Carpenter - per hour	1.00 HR
Repair Soffit, Materials included	
19. Prime & paint exterior fascia - wood, 6"- 8" wide	60.00 LF
20. Scrape the surface area & prep for paint	400.00 SF
21. Seal & paint wood siding	400.00 SF
22. Prime & paint exterior soffit - wood	4.00 SF
23. Gutter / downspout - aluminum - up to 5"	20.00 LF
24. Plaster (parget) foundation	216.00 SF



CONTINUED - Right Elevation

DESCRIPTION **QNTY**

 2/24/2014 photo6
Right Elevation

NOTES:

Rear Elevation

DESCRIPTION **QNTY**

- | | |
|--|-----------|
| 25. Clean foundation wall | 252.00 SF |
| 26. Storm door assembly | 1.00 EA |
| 27. Paint door slab only - 2 coats (per side) | 1.00 EA |
| 28. Prime & paint exterior fascia - wood, 6" - 8" wide | 44.00 LF |
| 29. Paint door or window opening - 2 coats (per side) | 1.00 EA |
| 30. Scrape the surface area & prep for paint | 400.00 SF |
| 31. Seal & paint wood siding | 400.00 SF |
| 32. Prime & paint exterior soffit - wood | 32.00 SF |
| 33. Gutter / downspout - aluminum - up to 5" | 62.00 LF |
| 34. Plaster (parget) foundation | 252.00 SF |

 2/24/2014 photo14
Rear Elevation

NOTES:



Left Elevation

DESCRIPTION	QNTY
35. Clean foundation wall	276.00 SF
36. Prime & paint exterior fascia - wood, 6"- 8" wide	55.00 LF
37. Scrape the surface area & prep for paint	515.00 SF
38. Seal & paint wood siding	515.00 SF
39. Prime & paint exterior soffit - wood	10.00 SF
40. Gutter / downspout - aluminum - up to 5"	25.00 LF
41. Plaster (parget) foundation	276.00 SF
 2/24/2014 photo15 Left Elevation	

NOTES:

Breezeway

DESCRIPTION	QNTY
42. Prime & paint exterior fascia - wood, 6"- 8" wide	26.00 LF
43. Scrape the surface area & prep for paint	150.00 SF
44. Seal & paint wood siding	150.00 SF
45. Gutter / downspout - aluminum - up to 5"	55.00 LF

NOTES:

Garage

Front Elevation



DESCRIPTION	QNTY
46. Clean foundation wall	120.00 SF
47. Prime & paint exterior fascia - wood, 6" - 8" wide	30.00 LF
48. Scrape the surface area & prep for paint	260.00 SF
49. Seal & paint wood siding	260.00 SF
50. Plaster (parget) foundation	120.00 SF
2/17/2014 IMG_8758	

NOTES:

Right Elevation

DESCRIPTION	QNTY
51. Clean foundation wall	25.00 SF
52. Prime & paint exterior fascia - wood, 6" - 8" wide	22.00 LF
53. Paint overhead door - 2 coats (per side)	2.00 EA
54. Scrape the surface area & prep for paint	150.00 SF
55. Seal & paint wood siding	150.00 SF
56. Prime & paint exterior soffit - wood	22.00 SF
57. Gutter / downspout - aluminum - up to 5"	35.00 LF
58. Plaster (parget) foundation	25.00 SF
2/17/2014 IMG_8759	

NOTES:

Rear Elevation

DESCRIPTION	QNTY
-------------	------



CONTINUED - Rear Elevation

DESCRIPTION	QNTY
59. Clean foundation wall	120.00 SF
60. Prime & paint exterior fascia - wood, 6"- 8" wide	30.00 LF
61. Scrape the surface area & prep for paint	260.00 SF
62. Seal & paint wood siding	260.00 SF
63. Seal & paint wood window (per side)	1.00 EA
64. Plaster (parget) foundation	120.00 SF
 2/24/2014 photo18	

NOTES:

Left Elevation

DESCRIPTION	QNTY
65. Clean foundation wall	110.00 SF
66. Paint door slab only - 2 coats (per side)	1.00 EA
67. Prime & paint exterior fascia - wood, 6"- 8" wide	22.00 LF
68. Paint door or window opening - 2 coats (per side)	1.00 EA
69. Scrape the surface area & prep for paint	150.00 SF
70. Seal & paint wood siding	150.00 SF
71. Prime & paint exterior soffit - wood	22.00 SF
72. Seal & paint wood window (per side)	2.00 EA
73. Gutter / downspout - aluminum - up to 5"	35.00 LF
74. Plaster (parget) foundation	110.00 SF



CONTINUED - Left Elevation

DESCRIPTION	QNTY
-------------	------

NOTES:

Roof

DESCRIPTION	QNTY
-------------	------

75. Sheathing - plywood - 5/8" CDX	192.00 SF
76. 3 tab - 25 yr. - composition shingle roofing - incl. felt	30.00 SQ
77. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	27.00 SQ
78. Drip edge	325.00 LF
79. Chimney flashing - small (24" x 24")	1.00 EA
80. Flashing - pipe jack	1.00 EA
81. Ice & water shield	600.00 SF
Ice & Watersheild for eaves and valleys.	

NOTES:



1 photo1
Front Elevation

Date Taken: 2/24/2014

Taken By: Merritt Staff Estimator



2 photo6
Right Elevation

Date Taken: 2/24/2014

Taken By: Merritt Staff Estimator



3 photo14
Rear Elevation

Date Taken: 2/24/2014

Taken By: Merritt Staff Estimator



4 photo15
Left Elevation

Date Taken: 2/24/2014

Taken By: Merritt Staff Estimator



5 IMG_8758

Date Taken: 2/17/2014

Taken By: Merritt Staff Estimator



6 IMG_8759

Date Taken: 2/17/2014

Taken By: Merritt Staff Estimator



7 photo18

Date Taken: 2/24/2014

Taken By: Merritt Staff Estimator

Section 3.4

Contractor Proposal

CLN CLEANING

CLN FW + Clean foundation wall
1,449.00 SF _____ = _____ []

TOTAL CLEANING = _____

DMO GENERAL DEMOLITION

DMO DUMP> - Dumpster load - Approx. 30 yards, 5-7 tons of debris
1.00 EA _____ = _____ []

DMO 240 - 3 tab - 25 yr. - composition shingle roofing - incl. felt
27.00 SQ _____ = _____ []

TOTAL GENERAL DEMOLITION = _____

DOR DOORS

DOR STRMD + Storm door assembly
2.00 EA _____ = _____ []

TOTAL DOORS = _____

FEE PERMITS AND FEES

FEE MISC + Lead Abatement
1.00 EA _____ = _____ []

TOTAL PERMITS AND FEES = _____

FNC FINISH CARPENTRY / TRIMWORK

FNC LAB + Finish Carpenter - per hour
1.00 HR _____ = _____ []

TOTAL FINISH CARPENTRY / TRIMWORK = _____

FRM FRAMING & ROUGH CARPENTRY

FRM	SH5/8	+	Sheathing - plywood - 5/8" CDX	192.00 SF	_____	=	_____	[]
-----	-------	---	--------------------------------	-----------	-------	---	-------	-----

TOTAL FRAMING & ROUGH CARPENTRY = _____

INM INSULATION - MECHANICAL

INM	F1/2<	+	Foam pipe insulation - 1/2" wall for 1/8" to 3/4" pipe	60.00 LF	_____	=	_____	[]
-----	-------	---	--	----------	-------	---	-------	-----

TOTAL INSULATION - MECHANICAL = _____

PLM PLUMBING

PLM	SLPEX	+	Water supply line - PEX with fitting and hanger, 1/2"	60.00 LF	_____	=	_____	[]
-----	-------	---	---	----------	-------	---	-------	-----

PLM	XFAUF	+	Exterior faucet - frost free	2.00 EA	_____	=	_____	[]
-----	-------	---	------------------------------	---------	-------	---	-------	-----

TOTAL PLUMBING = _____

PNT PAINTING

PNT	DOR	+	Paint door slab only - 2 coats (per side)	332.00 EA	_____	=	_____	[]
-----	-----	---	---	-----------	-------	---	-------	-----

PNT	FACW>	+	Prime & paint exterior fascia - wood, 6" - 8" wide	371.00 LF	_____	=	_____	[]
-----	-------	---	--	-----------	-------	---	-------	-----

PNT	OH	+	Paint overhead door - 2 coats (per side)	2.00 EA	_____	=	_____	[]
-----	----	---	--	---------	-------	---	-------	-----

PNT	OP	+	Paint door or window opening - 2 coats (per side)	3.00 EA	_____	=	_____	[]
-----	----	---	---	---------	-------	---	-------	-----

PNT	SCRP	+	Scrape {V} & prep for paint	2,885.00 SF	_____	=	_____	[]
-----	------	---	-----------------------------	-------------	-------	---	-------	-----

PNT	SDG	+	Seal & paint wood siding	2,885.00 SF	_____	=	_____	[]
-----	-----	---	--------------------------	-------------	-------	---	-------	-----

PNT	SFTW	+	Prime & paint exterior soffit - wood				
				125.00 SF	_____	=	_____ []
PNT	WDW	+	Seal & paint wood window (per side)				
				3.00 EA	_____	=	_____ []
TOTAL PAINTING						=	_____

RFG ROOFING

RFG	240	+	3 tab - 25 yr. - composition shingle roofing - incl. felt				
				30.00 SQ	_____	=	_____ []
RFG	DRIP	+	Drip edge				
				325.00 LF	_____	=	_____ []
RFG	FLCH<	+	Chimney flashing - small (24" x 24")				
				1.00 EA	_____	=	_____ []
RFG	FLPIPE	+	Flashing - pipe jack				
				1.00 EA	_____	=	_____ []
RFG	IWS	+	Ice & water shield				
				600.00 SF	_____	=	_____ []
TOTAL ROOFING						=	_____

SFG SOFFIT, FASCIA, & GUTTER

SFG	GUTA	+	Gutter / downspout - aluminum - up to 5"				
				287.00 LF	_____	=	_____ []
TOTAL SOFFIT, FASCIA, & GUTTER						=	_____

STU STUCCO & EXTERIOR PLASTER

STU	PLAS	+	Plaster (parget) foundation				
				1,449.00 SF	_____	=	_____ []
TOTAL STUCCO & EXTERIOR PLASTER						=	_____

TMP TEMPORARY REPAIRS

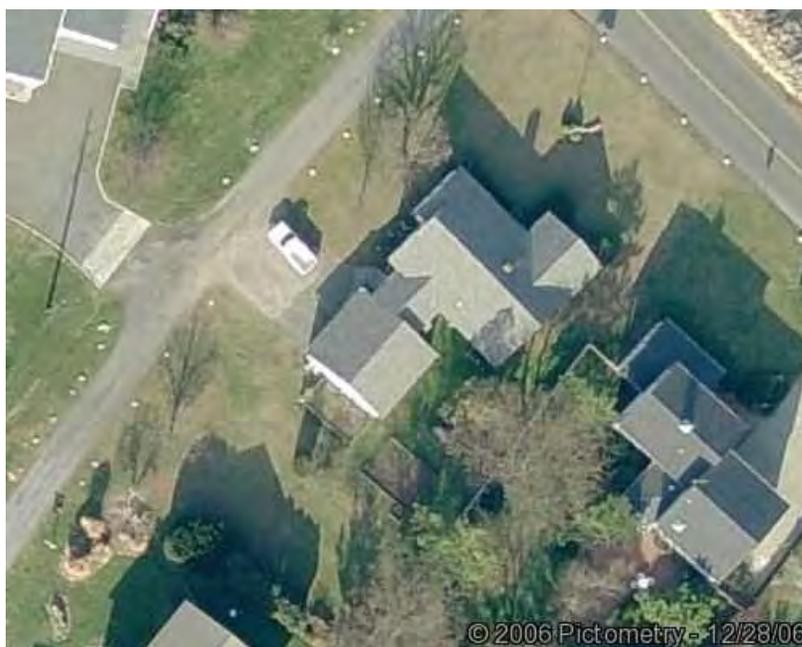
TMP	TLT	+	Temporary toilet (per month)						
				2.00 MO			=		[]

TOTAL TEMPORARY REPAIRS							=	
--------------------------------	--	--	--	--	--	--	---	--

Total Bid: _____

Appendix A

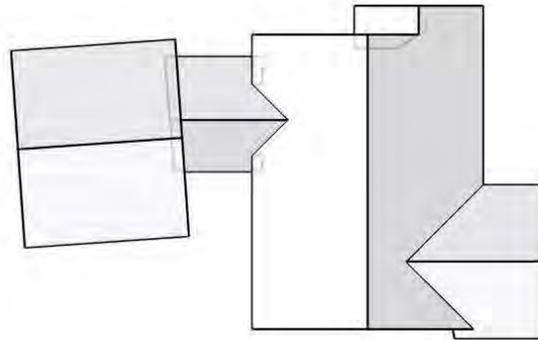
Aerial Measurement Report



38 Harbor Rd, Westport, CT 06880-6700
Danuszar Residence
Project #1999

Merritt Construction Services, Inc.
1177 High Ridge Road
Stamford, CT 06905

38 Harbor Rd, Westport, CT 06880-6700



In this 3D model, facets appear as semi-transparent to reveal overhangs.

Report Details

Report:8288239

Roof Details

Total Roof Area =2,697 sq ft
 Total Roof Facets =9
 Predominant Pitch =7/12
 Number of Stories <=1
 Total Ridges/Hips =102 ft
 Total Valleys =46 ft
 Total Rakes =171 ft
 Total Eaves =152 ft

Report Contents

Images2
 Length Diagram.....5
 Pitch Diagram.....6
 Area Diagram7
 Notes Diagram8
 Report Summary9
 Additional Property Information10

Contact: Andrew Peters
 Company: Merritt Construction Services
 Address: 1177 High Ridge Road
 Stamford CT 06905

Phone: 203-832-2670

Measurements provided by www.eagleview.com



Certified Accurate

www.eagleview.com/Guarantee.aspx

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Images

The following aerial images show different angles of this structure for your reference.

Top View



Report: 8288239

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North Side



South Side



Report: 8288239

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East Side



West Side

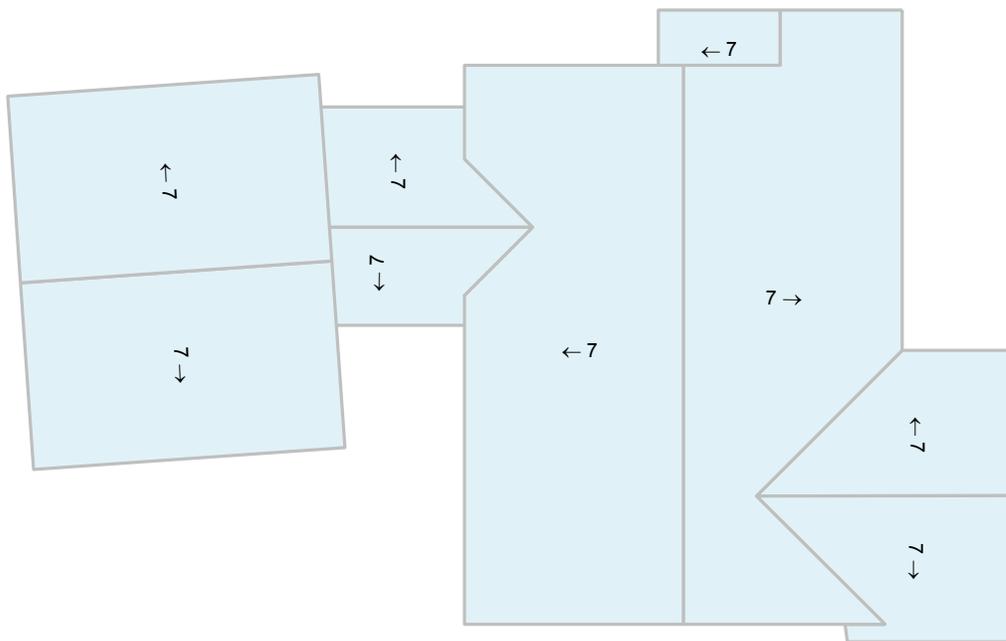


Report: 8288239

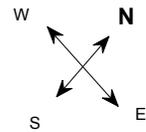
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Pitch Diagram

Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 7/12.



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Note: This diagram contains labeled pitches for facet areas larger than 20 square feet. In some cases, pitch labels have been removed for readability. Blue shading indicates a pitch of 3/12 and greater.

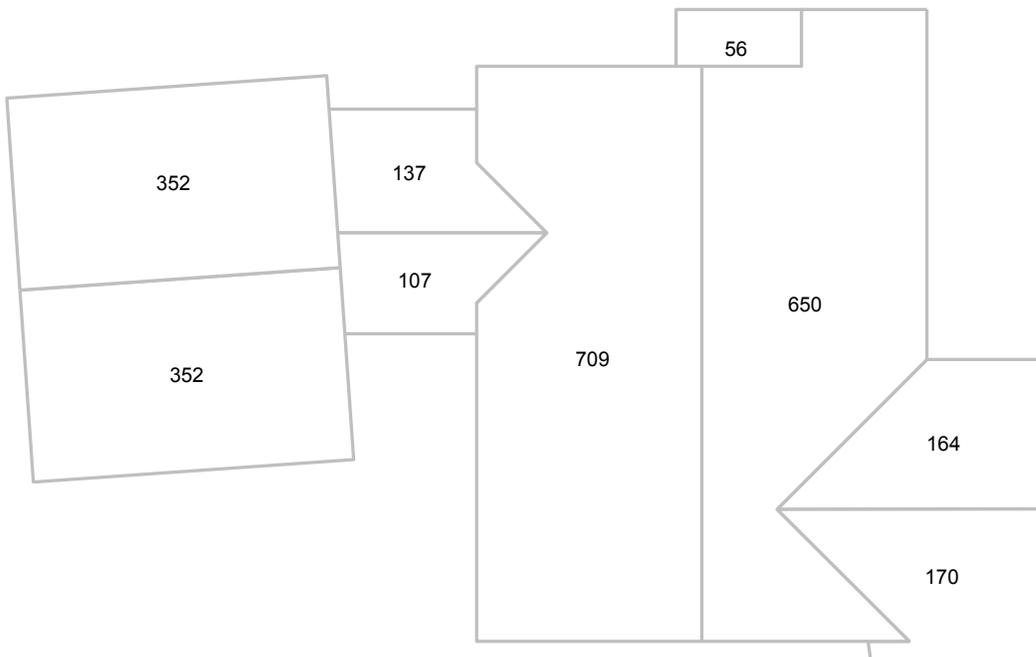


Report: 8288239

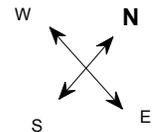
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Area Diagram

Total Area = 2,697 sq ft, with 9 facets.



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Note: This diagram shows the square feet of each roof facet (rounded to the nearest foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).

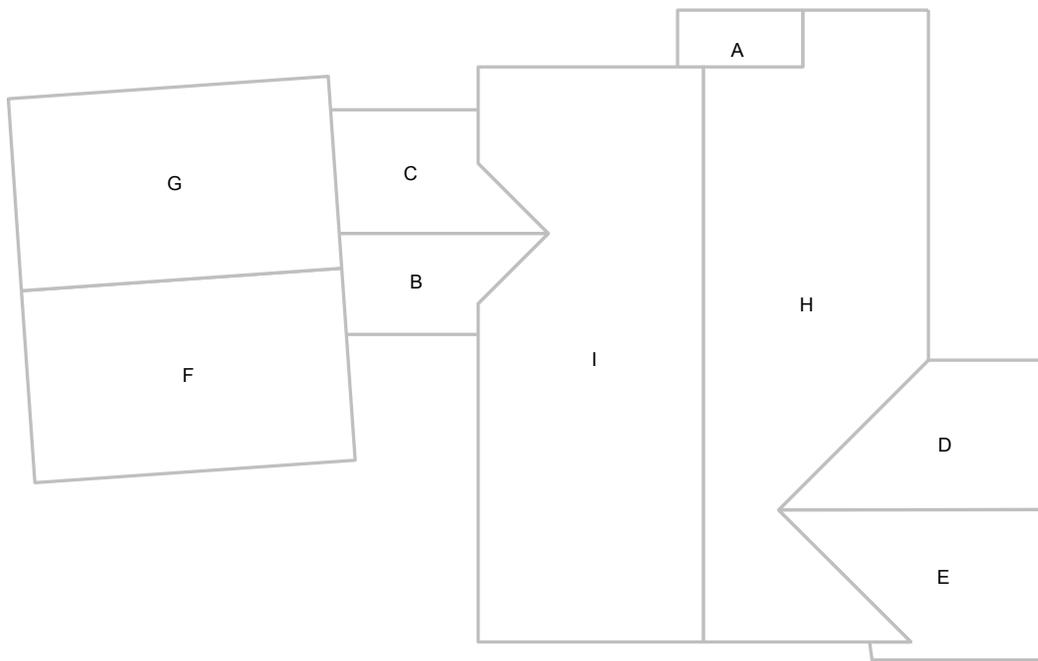


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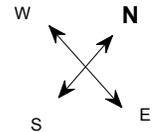
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Notes Diagram

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



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Report Summary

Below is a measurement summary using the values presented in this report.

Areas per Pitch

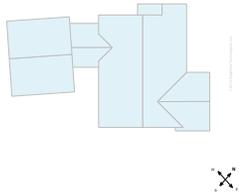
Roof Pitches	7/12
Area (sq ft)	2697
% of Roof	100%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

Waste Calculation Table

Waste %	0%	10%	12%	15%	17%	20%	22%
Area (sq ft)	2,697	2,967	3,021	3,102	3,155	3,236	3,290
Squares	27.0	29.7	30.2	31.0	31.6	32.4	32.9

This table shows the total roof area and squares (rounded up to the nearest decimal) based upon different waste percentages. The waste factor is subject to the complexity of the roof, individual roofing techniques and your experience. Please consider this when calculating appropriate waste percentages. Note that only roof area is included in these waste calculations. Additional materials needed for ridge, hip, valley, and starter lengths are not included.



Total Roof Facets = 9

Lengths, Areas and Pitches

Ridges = 102 ft (5 Ridges)
 Hips = 0 ft (0 Hips).
 Valleys = 46 ft (4 Valleys)
 Rakes* = 171 ft (13 Rakes)
 Eaves/Starter** = 152 ft (10 Eaves)
 Drip Edge (Eaves + Rakes) = 323 ft (23 Lengths)
 Parapet Walls = 0 (0 Lengths).
 Flashing = 6 ft (3 Lengths)
 Step flashing = 36 ft (6 Lengths)
 Total Area = 2,697 sq ft
 Predominant Pitch = 7/12

Property Location

Longitude = -73.3777310
 Latitude = 41.1021230

Notes

This was ordered as a residential property. There were no changes to the structure in the past four years.

Online Maps

Online map of property

http://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q=38+Harbor+Rd,Westport,CT,06880-6700

Directions from Merritt Construction Services to this property

http://maps.google.com/maps?f=d&source=s_d&saddr=1177+High+Ridge+Road,Stamford,CT,06905&daddr=38+Harbor+Rd,Westport,CT,06880-6700

* Rakes are defined as roof edges that are sloped (not level).

** Eaves are defined as roof edges that are not sloped and level.



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Additional Property Information

Property Details

Year Built/Effective Year Built:	1954 N/A
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Effective Year Built is when the property's major components were revised to meet that year's code.

Weather Data

Last Hail Event:	7/24/2009
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Hail Count:	7
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Last hail event is the date of the last recorded hail event (greater than or equal to 3/4") within a one-mile radius.

Hail count is the number of recorded hail events (greater than or equal to 3/4") within a one-mile radius in the past three years.

Data such as weather and property information has been included to enhance your EagleView experience. The data is provided through strategic partners and is not verified by EagleView for accuracy, completeness or reliability.



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