

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
To

Aprea Residence
154 Gregory Boulevard
Norwalk, CT 06855

Prepared by:
Merritt Construction Services, Inc.
1177 High Ridge Road, Stamford, CT 06905
203-832-2670

Project #1231



Table of Contents

Section 1:

Advertisement for Bids	3
Information to Bidders	4
Bid Form	7
Form of Non-Collusive Affidavit.....	9
Bidders Certification of Eligibility.....	10
Certification of General Bidders on CDBG-DR Construction Projects	11
Certification of Sub Bidders on CDBG-DR Construction Projects.....	12
Performance and Payment Bonds (for contracts over \$100,000).....	13
Subcontractor Identification.....	14
Certification of Bidder Regarding Equal Employment Opportunity.....	15
Subcontractor Certification Regarding Equal Employment Opportunity.....	16
Green Building Standards Checklist	17

Section 2:

General Conditions.....	21
-------------------------	----

Section 3.0:

Scope of Work and Specifications	27
Section 3.1.....	Description of Work
Section 3.2.....	Specifications
Section 3.3.....	Bill of Materials/Quantities
Section 3.4.....	Contractor Bid Breakdown
Appendix A	Bid Submission Checklist

Section 1

ADVERTISEMENT FOR BIDS

Project #1231

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 #1231, Aprea Residence, 154 Gregory Boulevard, Norwalk, CT 06855** will be received by Merritt Construction Services, Inc., located at 1177 High Ridge Road, Stamford, CT 06905, until **4:00 PM on Tuesday, December 23, 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, December 10, 2014.

The Information to Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Performance and Payment Bond or Security (*for contracts over \$100,000*), 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 **4:00 PM on Tuesday, December 23, 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 #1231, Aprea Residence, 154 Gregory Boulevard, Norwalk, CT 06855.**

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, December 10, 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 data 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.

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.

Performance and Payment Bonds: A performance and payment bond will be required of the successful bidder (contractor) for 100 percent of the contract price ***on contracts over \$100,000.***

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. 1231** 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. 1231, Aprea Residence, located at 154 Gregory Boulevard in Norwalk, 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
	Complete Section 3.4, Contractor Bid Breakdown.				
	Enter lump sum cost below.				
	Complete and sign Page 8.				
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. _____ \$

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.

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) _____

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

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

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SUBCONTRACTOR CERTIFICATION 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 subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Name and address of SUBCONTRACTOR (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

Project #1231, Aprea Residence, 154 Gregory Boulevard, Norwalk, CT 06855

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.

N/A

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.

X

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.

X	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 no wise 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 scope of work for the 154 Gregory Boulevard property includes removal of existing wall and floor framing in the basement to allow for asbestos abatement and the complete reconstruction of the living area within, including framing, electrical, insulation, drywall, trim, paint, and carpet.

Triton Environmental, Inc. has completed building materials surveys within the proposed work area that have resulted in the identification of asbestos, lead paint and mold. The contractor will be required to address these items in accordance with all appropriate regulatory requirements and industry standards and guidelines as described below.

Triton also conducted a lead risk assessment which identified lead-based paint on the ceiling in a first floor bedroom and on interior trim on the front porch. Soil samples were taken at the drip line and in the garden which resulted in elevated lead levels. Abatement is necessary as described within the NEPA report. All lead hazards will need to be abated by a qualified contractor in accordance with HUD and EPA requirements. **The abatement contractor must provide credentials/adequate qualification documentation and a work plan for the abatement work with its bid for review by Merritt Construction Services, Inc. (Merritt) and Triton Environmental, Inc. (Triton).** Work shall meet safe work practices specified in 24 CFR 35.1350(b) including notifications to occupants and cleanup procedures.

Asbestos was observed and identified within the work zone. All abatement activities must be conducted in accordance with local, state and federal regulations including, but not limited to, project design, containment structures, air monitoring, and clearance sampling by a licensed project monitor. Waste materials must also be properly disposed of at an appropriately permitted disposal facility. **The abatement contractor must provide credentials/adequate qualification documentation and a work plan for abatement with its bid for review by Merritt and Triton.**

Radon testing was completed and identified elevated levels. Therefore, a Radon evacuation system will be engineered and installed as part of the scope of work. **The engineering scope/plan must be provided to Merritt for approval prior to installation.**

Mold was observed within the work zone on the basement stairs and on wooden surfaces throughout the basement. Mold may be present in other interior areas that could not be observed during the inspection (i.e., behind walls). To protect occupant and worker health, the mold within the work zone must be abated. **The abatement contractor must provide credentials/adequate qualification documentation and a work plan for abatement work with its bid for review by Merritt and Triton. Pre-abatement and clearance air testing will be completed by Triton to evaluate pre- and post-abatement conditions.**

The contractor shall perform all restoration, services and remodeling work as described herein and listed in Section 3.2, Specifications, and in Section 3.3, Bill of Materials/Quantities. All work shall be performed in accordance with all applicable state and local building codes and manufacturers' specifications for the material being installed. All material and paint color selections shall be approved by the homeowner or homeowner's representative.

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

All work to conform to all CT state and local building codes, standards and statutes.

Demolition/Abatement

As described within scope.

Framing Lumber

2"x4", 2"x6" studs, #2 Prime Pressure Treated
3/4" Pressure Treated

Basement Doors

1 $\frac{3}{8}$ " Interior: Colonist raised panel, hollow core, pre-hung, pre-primed. Kwikset builders grade hardware or equal, brass.
1 $\frac{3}{8}$ " Interior: Colonist bypass raised panel, hollow core, pre-hung, pre-primed.

Adjust all as required.

Insulation

R-15 vapor barrier batts (walls)

Drywall

1/2" mold resistant drywall
***Three (3) mud coats at fasteners and seams

Trim

3/4" standard ranch style baseboard (finger joint, pine, primed)
2 1/4" standard ranch style casing (finger joint, pine, primed), window trim kits include extension jamb

Paint

Trim, casing, sills, aprons, doors interior, exterior (interior side): semi-gloss interior water-based paint
Walls and ceilings (drywall, bedroom, basement): interior washable satin
**Sherwin Williams Pro Mar 200 or equal
**One (1) coat primer, two coats finish on all walls and ceilings
**Two (2) coats finish on all pre-primed trim and doors

Carpet (Must meet the Carpet and Rug Institute's Green Label Plus certification for carpet, pad and adhesives)

Front Porch: Interior/Exterior glue down
Basement: High grade, spill- and mold-resistant padding, high grade carpeting
(all approved by homeowner)

Electrical fixtures

Rewire to code. Outlets and switches, White; Cover plates, White.

Section 3.3

Bill of Materials/Quantities

1231-APREA

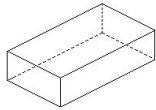
General

DESCRIPTION	QNTY
1. Dumpster RCRA hazardous waste	1.00 EA
2. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA

NOTES:

Bedroom

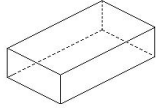
LxWxH 15' x 12' x 8'



432.00 SF Walls	180.00 SF Ceiling
612.00 SF Walls & Ceiling	180.00 SF Floor
20.00 SY Flooring	54.00 LF Floor Perimeter
120.00 SF Long Wall	96.00 SF Short Wall
54.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY
3. Drywall Installer / Finisher - per hour	4.00 HR
Patch and prep ceiling for paint following Lead Abatement	
4. Paint the walls and ceiling - two coats	612.00 SF
5. Seal the walls and ceiling w/latex based stain blocker - one coat	612.00 SF

NOTES:



Front Porch

LxWxH 22' x 8' x 9'

540.00 SF Walls	176.00 SF Ceiling
716.00 SF Walls & Ceiling	176.00 SF Floor
19.56 SY Flooring	60.00 LF Floor Perimeter
198.00 SF Long Wall	72.00 SF Short Wall
60.00 LF Ceil. Perimeter	

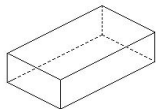
DESCRIPTION

QNTY

6. Glue down carpet - Premium grade	202.40 SF
15 % waste added for Glue down carpet - Premium grade.	
7. Step charge for "tucked" carpet installation - High grade	11.00 EA
8. Painter - per hour	30.00 HR
Includes Labor and Materials to paint all interior trim on the front porch.	

NOTES:

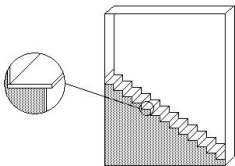
Basement



Finished Area

LxWxH 22' x 12' x 6' 10"

464.67 SF Walls	264.00 SF Ceiling
728.67 SF Walls & Ceiling	264.00 SF Floor
29.33 SY Flooring	68.00 LF Floor Perimeter
150.33 SF Long Wall	82.00 SF Short Wall
68.00 LF Ceil. Perimeter	



Subroom 1: Stairs

Formula Stairway 10' x 3' x 6' 10"

106.17 SF Walls	30.00 SF Ceiling
136.17 SF Walls & Ceiling	56.24 SF Floor
6.25 SY Flooring	31.00 LF Floor Perimeter
26.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY
9. General Demolition - per hour	16.00 HR
Demolish and remove wall framing and ceiling drywall from basement in area where ACM has been identified LEAVING sub floor and sleepers. Remaining sub floor and sleepers will be taken as ACM during abatement AFTER containment has been set up.	
10. Bypass (sliding) door set - Colonist	1.00 EA
11. Interior door - Colonist - pre-hung unit	1.00 EA
12. 1/2" mold resistant - hung, taped, floated ready for paint	1015.17 SF
Includes walls inside and outside of the room that adjoins the unfinished area as well as the ceiling.	
13. Rewire - average residence - copper wiring	320.24 SF
Includes all wiring, outlets, switches and plates.	
14. Carpet	368.28 SF
15 % waste added for Carpet.	
15. Carpet pad	320.24 SF
16. Step charge for "tucked" carpet installation	11.00 EA
17. Vapor barrier - visqueen - 6mil	640.48 SF
18. Baseboard - 3 1/4"	99.00 LF
19. Closet shelf and rod package	12.00 LF
20. Door opening (jamb & casing) - 32"to36"wide - paint grade	3.00 EA
21. Door opening (jamb & casing) - 36"to60"wide - paint grade	1.00 EA
22. Window trim set (casing & stop)	24.00 LF
23. Door knob - interior	1.00 EA
24. Stud wall, treated - 2" x 4" - 16" oc	570.83 SF
25. Sheathing - plywood - 3/4" - treated	320.24 SF
26. Sleepers/underlay treated over concrete 2" x 4" sleepers	320.24 SF
27. Batt insulation - 4" - R15 - paper faced	570.83 SF
28. Paint baseboard - two coats	99.00 LF
29. Paint casing - two coats	100.00 LF
30. Paint door slab only - 2 coats (per side)	7.00 EA
31. Paint the walls and ceiling - two coats	864.83 SF
32. Seal the walls and ceiling w/latex based stain blocker - one coat	864.83 SF

NOTES:

Unfinished Area

DESCRIPTION	QNTY
33. Drywall Installer / Finisher - per hour	16.00 HR
Drywall repairs including materials in mechanical area.	

NOTES:

Lead Abatement

DESCRIPTION	QNTY
34. Lead Abatement - Iterim Soil Controls (sod/mulch)	350.00 SF
35. Lead Abatement - Bedroom	180.00 SF
36. Lead Abatement - Containment per location	2.00 EA
37. Lead Abatement - Front Porch Trim	125.00 SF
38. Lead Abatement - Ground Cloth in Garden	50.00 SF

NOTES:

Mold Remediation

DESCRIPTION	QNTY
39. Mold Remediation - Containment per location	1.00 EA
40. Mold Remediation - Misc Surface cleaning and sealing	75.00 SF

NOTES:

Asbestos Abatement

DESCRIPTION	QNTY
41. Asbestos Abatement - Black Vapor Barrier	320.00 EA
42. Asbestos Abatement - Containment per location	1.00 EA

NOTES:

Radon Abatement

DESCRIPTION	QNTY
43. Radon Mitigation System including engineering	1.00 EA
Radon design must be approved by CM firm prior to installation.	

NOTES:

Grand Total Areas:

1,542.83 SF Walls	650.00 SF Ceiling	2,192.83 SF Walls and Ceiling
676.24 SF Floor	75.14 SY Flooring	213.00 LF Floor Perimeter
468.33 SF Long Wall	250.00 SF Short Wall	208.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Section 3.4

Contractor Bid Breakdown

DMO GENERAL DEMOLITION

DMO	DUMP<	-	Dumpster RCRA hazardous waste	1.00 EA		=		[]
DMO	DUMP>	-	Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA		=		[]
DMO	LAB	-	General Demolition - per hour	16.00 HR		=		[]
TOTAL GENERAL DEMOLITION						=		

DOR DOORS

DOR	BP	+	Bypass (sliding) door set - Colonist	1.00 EA		=		[]
DOR	COL	+	Interior door - Colonist - pre-hung unit	1.00 EA		=		[]
TOTAL DOORS						=		

DRY DRYWALL

DRY	1/2MR+	+	1/2" mold resistant - hung, taped, floated ready for paint	1,015.17 SF		=		[]
DRY	LAB	+	Drywall Installer / Finisher - per hour	20.00 HR		=		[]
TOTAL DRYWALL						=		

ELE ELECTRICAL

ELE	REWIRE	+	Rewire - average residence - copper wiring	320.24 SF		=		[]
TOTAL ELECTRICAL						=		

FCC FLOOR COVERING - CARPET

FCC	AV+	+	Carpet	368.28 SF		=		[]
FCC	GD++	+	Glue down carpet - Premium grade	202.40 SF		=		[]
FCC	PAD++	+	Carpet pad	320.24 SF		=		[]
FCC	STP+	+	Step charge for "tucked" carpet installation	11.00 EA		=		[]
FCC	STP+	+	Step charge for "tucked" carpet installation - High grade	11.00 EA		=		[]
TOTAL FLOOR COVERING - CARPET						=		

FCW FLOOR COVERING - WOOD

FCW	BARRV	+	Vapor barrier - visqueen - 6mil	640.48 SF		=		[]
TOTAL FLOOR COVERING - WOOD						=		

FNC FINISH CARPENTRY / TRIMWORK

FNC	B3	+	Baseboard - 3 1/4"	99.00 LF		=		[]
FNC	CLOS	+	Closet shelf and rod package	12.00 LF		=		[]
FNC	DOP	+	Door opening (jamb & casing) - 32"to36"wide - paint grade	3.00 EA		=		[]
FNC	DOP>	+	Door opening (jamb & casing) - 36"to60"wide - paint grade	1.00 EA		=		[]
FNC	WOP	+	Window trim set (casing & stop)	24.00 LF		=		[]
TOTAL FINISH CARPENTRY / TRIMWORK						=		

FNH FINISH HARDWARE

FNH	DORH	+	Door knob - interior	1.00 EA		=		[]
TOTAL FINISH HARDWARE							=	

FRM FRAMING & ROUGH CARPENTRY

FRM	4SF	+	Stud wall, treated - 2" x 4" - 16" oc	570.83 SF		=		[]
FRM	SH3/4T	+	Sheathing - plywood - 3/4" - treated	320.24 SF		=		[]
FRM	SL2X4	+	Sleepers/underlay treated over concrete 2" x 4" sleepers	320.24 SF		=		[]
TOTAL FRAMING & ROUGH CARPENTRY							=	

INS INSULATION

INS	BTF4++	+	Batt insulation - 4" - R15 - paper faced	570.83 SF		=		[]
TOTAL INSULATION							=	

PNT PAINTING

PNT	B2	+	Paint baseboard - two coats	99.00 LF		=		[]
PNT	C2	+	Paint casing - two coats	100.00 LF		=		[]
PNT	DOR	+	Paint door slab only - 2 coats (per side)	7.00 EA		=		[]
PNT	LAB	+	Painter - per hour	30.00 HR		=		[]
PNT	P2	+	Paint {V} - two coats	1,476.83 SF		=		[]

PNT	S	+	Seal {V} w/latex based stain blocker - one coat			
			1,476.83 SF		=	[]

TOTAL PAINTING					=	
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WTR WATER EXTRACTION & REMEDIATION

WTR	ACM	+	Asbestos Abatement - Black Vapor Barrier			
			320.00 EA		=	[]
WTR	ACM	+	Asbestos Abatement - Containment per location			
			1.00 EA		=	[]
WTR	LEAD	+	Lead Abatement - Iterim Soil Controls (sod/mulch)			
			350.00 SF		=	[]
WTR	LEAD	+	Lead Abatement - Bedroom			
			180.00 SF		=	[]
WTR	LEAD	+	Lead Abatement - Containment per location			
			2.00 EA		=	[]
WTR	LEAD	+	Lead Abatement - Front Porch Trim			
			125.00 SF		=	[]
WTR	LEAD	+	Lead Abatement - Ground Cloth in Garden			
			50.00 SF		=	[]
WTR	MOLD	+	Mold Remediation - Containment per location			
			1.00 EA		=	[]
WTR	MOLD	+	Mold Remediation - Misc Surface cleaning and sealing			
			75.00 SF		=	[]
WTR	RADON	+	Radon Mitigation System including engineering			
			1.00 EA		=	[]

TOTAL WATER EXTRACTION & REMEDIATION					=	
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Total Bid: _____

Appendix A

Bid Submission Checklist

State of Connecticut Department of Housing (DOH)
Community Development Block Grant Disaster Recovery Program (CDBG-DR)
Owner-Occupied Rehabilitation and Rebuilding Program (OORR)

BID SUBMISSION CHECKLIST		Project # <u>1231</u>
BID FORM COMPLETE		()
ACKNOWLEDGEMENT of BIDDER COMPLETE		()
BID SECURITY		
	N/A	()
	Credit Letter	()
	Bid Bond	()
AFFIDAVIT of NON-COLLUSION		()
BIDDER'S ELIGIBILITY		()
GENERAL BIDDER CERTIFICATION		()
SUBCONTRACT BIDDER CERTIFICATION		()
SUBCONTRACTOR IDENTITY		()
CONTRACT SCHEDULE		()
SPECIFICATION REQUIRED BID SUBMISSIONS		
	N/A	()
	ABATEMENT WORK PLANS	()
	OTHER	()

Bidder's Name: _____

Authorized Officer: _____

(Signature) (Date)

(Print Name) (Title/Position)