

## INSTRUCTIONS TO BIDDERS

Mail or deliver this entire completed bid package in a sealed envelope to be received no later than 2:00 PM. on September 8, 2022

TO: Town of Vernon Housing Rehabilitation  
Administration  
3rd Floor  
14 Park Place  
Vernon, CT 06066

To be noted on the outside of the envelope:

DO NOT OPEN UNTIL 2:00 P.M. on September 8, 2022

Project # 146-PI-17  
Brian & Monica Winkler  
776 Dart Hill Road  
Vernon, CT 06066

Mandatory pre-bid conference  
9:00 A.M. August 26, 2022  
776 Dart Hill Road  
Vernon, CT 06066

NOTE: CONTRACTOR IS TO SUBMIT THE ENTIRE BID PACKAGE AND ANY ADDENDUM ISSUED. ALL BIDS MUST BE FILLED IN COMPLETELY. IT IS SUGGESTED THAT THE CONTRACTOR RETAIN A COPY OF THE ENTIRE BID PACKAGE.

ALL BIDS SHALL REMAIN IN EFFECT FOR FORTY-FIVE (45) CALENDAR DAYS AFTER THE RECEIPT OF BIDS.

CONTRACTOR'S BUSINESS NAME: \_\_\_\_\_

AN AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY EMPLOYER  
WBE/ SBE/ MBE & SECTION 3 DESIGNATED BUSINESSES  
ARE ENCOURAGED TO APPLY

## GENERAL CONDITIONS

OWNER: Brian & Monica Winkler  
ADDRESS: 776 Dart Hill Road  
Vernon CT 06066

PROJECT: 146-PI-17

1. The Contractor, unless otherwise specified, shall provide all labor, materials, tools, equipment, and related items, and pay all necessary taxes, fees, and permits necessary to complete all of his work as detailed on the attached scope of work.
2. All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality. 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.
3. 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.
4. The selected Contractor must, prior to contract signing, supply the Town and the Owner with the original certificates of insurance for general liability, auto liability, and worker's compensation, as applicable. General liability insurance shall be a broad form contractual endorsement with minimum limits of one million (\$1,000,000.00) dollars per occurrence for bodily injury and five hundred thousand (\$500,000.00) dollars per occurrence for property damage. Auto Liability insurance shall cover hired and non-hired autos in accordance with State law. Workers' Compensation Insurance shall have a minimum limit of one hundred thousand (\$100,000.00) dollars for each accident. The Contractor shall indemnify and save harmless the Owner and the Town under these policies. The contractor shall name the Owner, the Town, and A&E Services Group, LLC as additional insured as their interests may appear on the General Liability Insurance.
5. The selected Contractor and all subcontractors are required to have a Dun & Bradstreet (DUN's) number and Commercial and Government Entity Code (CAGE) as a condition of contract award. If a business does not have a DUNS and CAGE registration, they will have thirty (30) days to obtain them or forfeit the award.

These numbers can be obtained from the following websites:

Duns & Bradstreet: <http://fedgov.dnb.com/webform>

Central Contracting Registration: <https://www.sam.gov/portal/SAM/#1>

6. The Owner may cancel this contract by \_\_\_\_\_ and not be liable to the Contractor or the Municipality. Should the Owner opt to cancel they must sign and send the attached cancellation notice, see Attachment A, to the Contractor, otherwise the Owner shall issue a Notice to proceed authorizing the contractor to commence with the proposed improvements. Should the Notice to Proceed not be issued prior to 10 consecutive calendar days from the date of the expiration date of the right to cancel then the Contract will become Null and void.
7. The Contractor shall commence work under this contract prior to \_\_\_\_\_ and complete the work by \_\_\_\_\_.
8. The Contractor and Owner agree that all services offered by the Municipality and A&E Services Group, LLC. (hereinafter referred to as the "Program Manager"), which may affect the Contractor and Owner, are offered to facilitate the project implementation and applicable program compliance. The Contractor and Owner agree to, upon review and acceptance of such services provided, indemnify, defend, save and hold harmless the Municipality and Project Manager, their officers, agents and employees from and against any and all damage, liability, loss, expense, judgment or deficiency of any nature whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Municipality or Project Manager which shall arise out of or result from Project Manager's actions performed in good faith of services pursuant to the Professional Services Contract. The Contractor and Owner agree that the Project Manager shall not be liable to the Contractor or Owner, its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to Professional Services Contract.
9. All materials shall be new and of acceptable quality to what is specified. The property Owner shall select all colors for materials. All work performed, and materials utilized must be performed and installed in accordance with the applicable manufacturer's latest instructions and specifications. If there is a conflict between the specifications and manufacturer's installation instruction, the manufacturer's installation instructions shall prevail.
10. All work shall be neat and accurate and done in a manner in accordance with customary trade practices.
11. All manufacturers' warranties are to be extended to the property Owner free and clear of all liens.
12. The Contractor shall provide a written warranty and guarantee for labor and materials for a one (1) year period from the date of the Certificate of Completion. This guarantee shall be in addition to and not in limitation of, in lieu of, or modify

- any other guarantee that is due the property Owner from any manufacturer. See enclosed sample letter of warranty and guarantee.
13. The Contractor shall repair or replace all work, materials, and equipment which are found to be defective during the construction and guarantee period. Repair shall include any damage to surrounding work caused by the failure and/or necessary for the repair or replacement of the defect. All repairs and replacements shall be performed at no additional expense to the Owner and shall be completed prior to final payment.
  14. The Contractor shall be responsible and take all necessary measures and precautions to protect and safe keeping of the surroundings from damage occurring due to the performance of their work. If such damage occurs, it will be repaired by the Contractor at no cost to the Owner. All on-site maintenance relating to the performance of the work shall be the responsibility of the Contractor until the Certificate of Completion is issued. The project shall be maintained in a habitable and safe condition daily if the project is to remain occupied
  15. The Contractor shall be responsible to remove and lawfully dispose of all debris resulting from his work in accordance applicable laws and regulations unless otherwise specified.
  16. The Contractor shall reinstall any accessories removed while performing the work.
  17. No changes shall be made to the contracts scope of work by either the Owner or Contractor without the written consent of the Project Manager. Any approved change in the scope of work will not commence until a written change order is processed and fully executed by the property Owner, Contractor, and the Program Manager. Any work performed without a fully executed change order may not be eligible for payment.
  18. The Contractor may request a maximum of \_\_\_\_ progress payments. Payments will be made only for work completed, inspected, and approved by the local authority having jurisdiction over the work, the Owner, and Program Manager. The Contractor's request shall be in the form of an itemized bill, made to the Owner, for the portion of work completed to date. No payment will be made for materials stored on site. Payment requests shall be accompanied by a fully executed Lien Waiver, on a form provided by the Program Manager or other documentation, satisfactory to the Program Manager and Owner. The Contractor shall be responsible for obtaining the signatures and presenting them upon final payment.
  19. Working hours shall be Monday – Friday 8:00 AM – 5:00 PM. Unless otherwise agreed to by the Owner. The Owner shall be responsible to make the property available to the Contractor during these hours. If the Owner is not available during these hours, they shall appoint someone to be there as their representative.

20. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, or by changes ordered in the work or by labor disputes, fire, unusual delay in delivery of materials, transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Owner pending dispute resolution or by any other cause which justifies the delay, the contract time shall be extended by Change Order for such reasonable time as may be agreed upon by all parties. It shall be the responsibility of the Contractor to request and document in writing the reasons for such extensions within three (3) calendar days of the occurrence.
21. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the Contractor does not commence or pursue the work as hereinafter stated within the contract period, then the Owner shall have the right to terminate this agreement and to hire a successor Contractor to perform the remaining work. Any such termination shall be by certified mail to the Contractor to the address noted in this agreement and shall be effective as of the date of mailing.
22. In the event of termination payments by the Owner to the original contractor and successor contractor shall be as follows:
- The successor Contractor shall first be paid and then the terminated Contractor. Payments to the terminated Contractor shall be limited to those funds remaining after payment to the successor Contractor but shall not exceed the value of the work performed by the terminated Contractor. Should the total cost for work performed by the successor contractor under this contract exceed the amount stated in this agreement due to the Contractor's termination, then the Owner shall have a cause of action against the terminated Contractor for any such additional cost.
23. All claims or disputes between the Owner and Contractor arising out of or related to the work shall be resolved by the Program Manager, Town Representative and Local Code Official. It is understood and agreed by the parties hereto that neither party will institute any form of legal action, including, but not limited to, attaching the assets of the other party, unless and until it has made a good faith attempt to have the dispute resolved in accordance with the provisions of this Section. Noncompliance with the conditions precedent constitutes a waiver of the right to assert said claim.
24. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, national origin, or mental or physical disability during the performance of this agreement. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, without regard to their race, color,

creed, religion, sex, sexual preference, national origin or mental or physical disability. This provision will be inserted in all subcontracts for work covered by this agreement.

25. In the event of the Contractor's noncompliance with this equal opportunity clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Presidential Executive Order 11246, or by rule, regulations, or order of the Secretary of Labor or as provided by law.
26. Section 3 of the Housing and Urban Development Act of 1968 applies to this contract if the amount of HUD assistance exceeds \$200,000 or the contract or subcontract exceeds \$100,000. The Contractor shall, to the maximum extent feasible, provide opportunities for training and employment in connection with this contract to low income persons residing in the PMSA relevant to the project location. The Contractor must make a good faith effort to fill any job vacancies and training opportunities with low income persons residing in the PMSA relevant to the project location. Where the preceding applies, contractors must comply with the following Section 3 Clause:
  - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set for the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the

person(s) taking application for each of the positions; and the anticipated date the work shall begin.

- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
  - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
27. The following applies to all contracts of \$10,000.00 or more: SECTION 402 VETERANS OF THE VIETNAM ERA. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM 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.  
The premises herein shall be occupied during the course of the construction work.
28. No officer, employee or member of the Governing Body of the Town shall have any financial interest, direct or indirect, in this contract or the proceeds of this loan.
29. The Owner and/or Town retains the right to reject any or all bids or any part of any bid in part or in whole if deemed to be in the best interest of the Owner and/or Town.
30. Substitutions of materials from that specified are only allowed on an approved/equal basis. The Contractor must submit written documentation of the

substitute item or material for approval by the Owner and Program prior to making such substitution. Any items or material substituted by the Contractor without prior written approval of the Owner and Program will at Contractor's expense be replaced if it is determined not to be equal to the item or material specified. Any surrounding, adjoining, or dependent items affected by replacement of unequal substituted material shall also be replaced, reworked, and reinstalled at no cost to the Owner.

31. Bids shall contain prices for general categories of work and/or items as specified on the attached sheets. In the event of a discrepancy between prices listed in the specifications and those on the cost summary sheet, the prices listed on the specification for that section shall prevail. In the case of a mathematical error by the Contractor, the correct sum of the individual line items in the specifications (not in the cost summary) shall be the Contractor's bid.
32. All bids shall remain in effect for forty five (45) calendar days.
33. 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.
34. OTHER PROVISIONS - LEAD BASED PAINT
  - A. Any and all rehabilitation work under this Agreement will comply with the requirements of the Federal Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

The construction or rehabilitation of residential structures with assistance provided under this contract is subject to the final regulations "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally owned Residential Property and Housing Receiving Federal Assistance". The regulation is at 24 CFR Part 35. It implements sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X, of the Housing and Community Development Act of 1992. Sections 1012 and 1013 amend the Lead-Based Paint Poisoning Prevention Act of 1971.

Provided, however, that the Owner shall have sole responsibility for assuring that his property conforms to the Lead-Based Paint Removal Requirements and the Program shall not assume any liability whatsoever as a result of identifying volatile levels of Lead-Based Paint or its removal except insofar as to comply with applicable environmental regulations.



PUBLIC LAW 91-695 "LEAD-BASED PAINT POISONING PREVENTION ACT" The Contractor shall adhere strictly to the provisions of the "Lead-Based Paint Poisoning Prevention Act". Specifically, the Contractor will not utilize lead-based paint as a finish or undercoat or any other use in or out of residential dwellings funded in whole and/or part by the Federal Government.

35. The specifications and drawings, if any, are complimentary. Work described in the specifications does not necessarily have to appear on the drawings, nor does work described on the drawings necessarily have to appear in the specifications. The Contractor is responsible for estimating all work whether described in the specifications, the drawings, or both. If there is a discrepancy between the drawings and the specifications, the specifications shall prevail. All work, whether described in the specifications, or the drawings is to be included in the bid summary sheet by appropriate line item. The contract will only be awarded to general Contractors bidding on ALL line items.

Brian & Monica Winkler  
776 Dart Hill Road  
Vernon, CT 06066  
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**General Construction Notes**

1. The Contractor shall perform the work to accommodate to the greatest extent reasonable the normal use of the premises by the Owner during the construction period.
2. It is the Owners intention to proceed with the dwelling occupied during the entire construction project. Coordinate with the Owner in all construction operations to minimize conflict, and to facilitate the Owner usage of the dwelling, parking, and access to the building. Working hours are Monday – Friday 8:00 AM – 5:00 PM unless otherwise agreed to by the Owner.
3. The Contractor shall maintain containment within the work area when performing lead based paint reduction activities as required, until such time as clearance is received.
4. The Contractor shall coordinate any and all short-term interruptions or shutdowns with the Owner prior to commencing.
5. The Contractor shall take every precaution to ensure the safety of the occupant(s) during all phases of construction. The Contractor shall to the greatest extent reasonable maintain a least one exit for access. Coordinate restrictions and closures with Owner.
6. The Contractor shall be responsible for protecting the dwelling and contents from weather and or physical damage during construction.
7. The Contractor shall be responsible for any damage caused to the building and or contents caused by lack of said protection to the dwelling or contents until completion of the contract at no additional cost to the Owner.
8. The Contactor will be responsible for the movement of the owner's furnishings as required to facilitate the proposed work The Owner is responsible for the movement and safe keeping of valuable personal items and kick-knacks.
9. The Contractor shall assume full responsibility for the protection and safekeeping of his materials and products under this Contract stored on the site. The Contractor shall move any stored products under the Contractor's control which interfere with operations of the Owner.
10. Plants, shrubs, and lawn areas are to be protected from damage and debris. Repair and/ or replacement of all damage to existing landscaping shall be done at no additional cost to the Owner.

**Project Meetings**

1. The selected Contractor shall attend a contract signing and pre-construction meeting as scheduled by the Owner and Project Manager.

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2. The selected Contractor shall attend periodic job meetings during the course of construction, on site, as required.

### **Product and Execution**

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

### **Removal of Debris and Site Maintenance**

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

### **Material Delivery, Storage and Handling**

1. The Contractor shall determine and comply with manufacturer's recommendation on product handling, storage installation and protection.
2. Products shall be delivered to the job site in their manufacturers' original containers, with labels intact and legible. Do not deliver materials to job site until they can be properly protected.
3. Maintain packaged materials with seals unbroken and labels intact until time of use.
4. The Owner and or Project Manager may reject materials and products which do not bear

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identification satisfactory to the Owner or Project Manager

### **Submittal**

The following list of submittals is for the convenience of all parties concerned it is not necessarily a complete list of all submittals required.

1. Submit the following before the start of work:
  - a. Copy of permit.
  - b. Material submittals.
2. Submittals before Certificate of Completion and final payment.
  - a. Acceptance of work from local authority having jurisdiction.
  - b. All warranty and guarantee information.

### **Warranties and Guarantees**

1. The Contractor shall issue the Owner a written Notice of Guarantee after the date of receipt of Certificate of Completion. Submit to the Owner on letterhead in the following form:  
Name of Project and date

I/We, (FIRM NAME), hereby warrant, and guarantee workmanship on labor for the renovations performed at 776 Dart Hill Road, Vernon, CT, as per contract signed on \_\_\_\_\_ for a period of ONE (1) YEAR from the date of the Certificate of Completion.

Signed

Dated

**End of Section**

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776 Dart Hill Road  
Vernon, CT 06066  
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## **SEWER LINE REPLACEMENT**

### **General**

Work in this section shall be governed by the Contract Documents. Contractor shall provide all material, labor, equipment, permits, taxes and fees necessary, as required to perform and complete the work specified herein and or as required by job conditions.

### **Intent**

The intent of the proposed work includes but not limited to the following:

1. Replace damaged sewer lateral from the house to the street.

### **Conditions**

1. Contractor is to include in their bid price any and all costs associated with the work to be performed.
2. Contractors will be responsible to contact and verify with local authority to determine their requirements related to installing sewer lines.
3. Any alteration or deviation due to sub-surface conditions, such as ledge or boulder, will be addressed through a change order prior to commencing work.
4. Contractor shall verify existence of any water lines, gas lines, underground and/or overhead utilities as needed prior to excavation.
5. Any required fill, sand stone and other accessories and the movement of said, shall be the responsibility of the contractor.
6. Contractors are to comply with any State DOT requirements.

### **Work Included**

1. All work shall be in accordance with the Town of Vernon Regulation Number One Pertaining to the Use of Public Sewers, The Connections to Public Sewers and The Discharge of Waters and waste into Public Sewers in the Town of Vernon. As adopted September 3, 1981 and all subsequent revisions.
2. Excavate as required to expose existing sewer piping from the house to the street connection.
3. Cut existing piping 2'-3' from foundation wall. Install gasketed coupling equipped with tyton or other mechanical joints and 6" polyvinyl chloride pipe. All pipe material shall

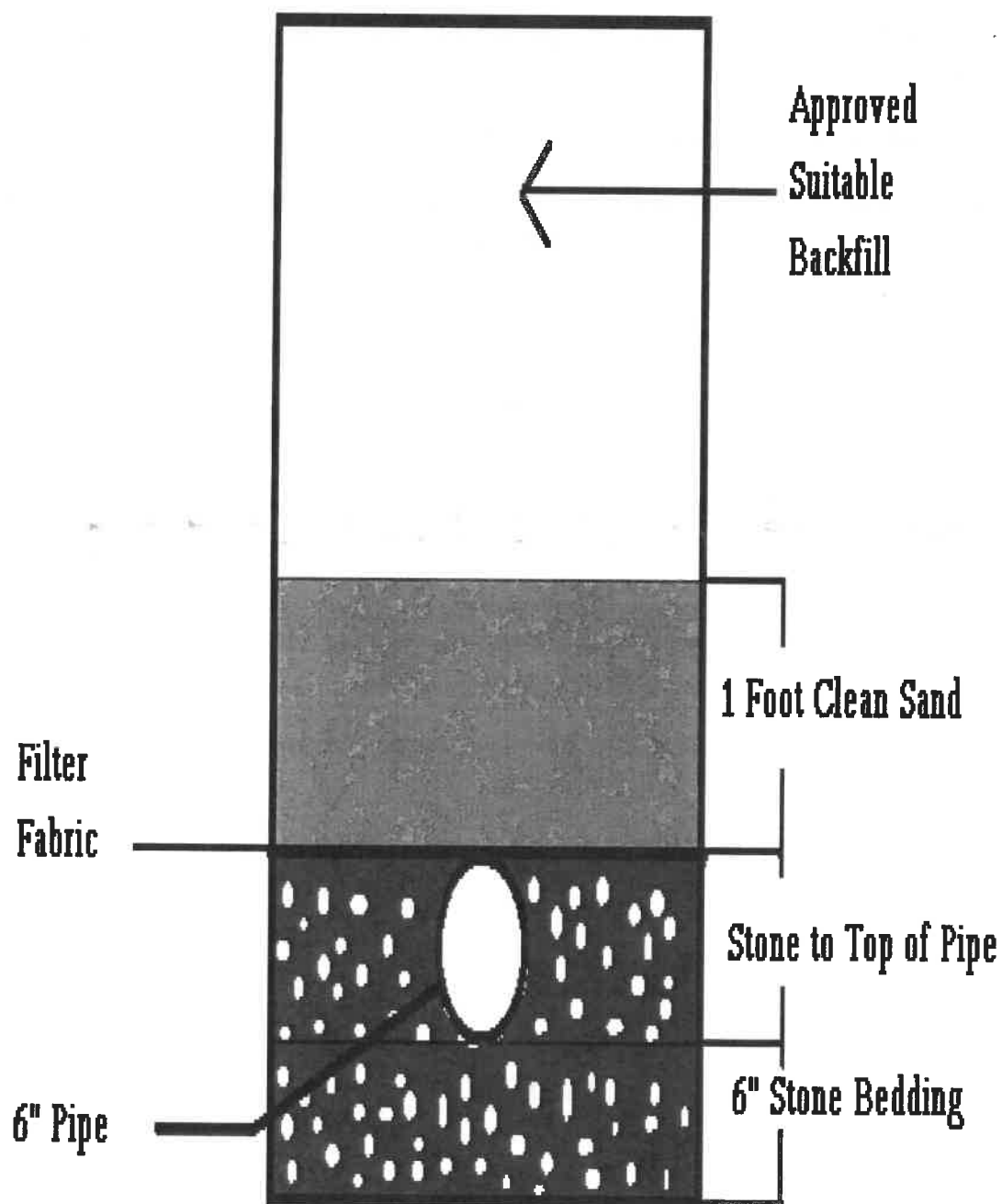
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conform with the latest standard specifications of the ASTM as approved by the Town Engineer.

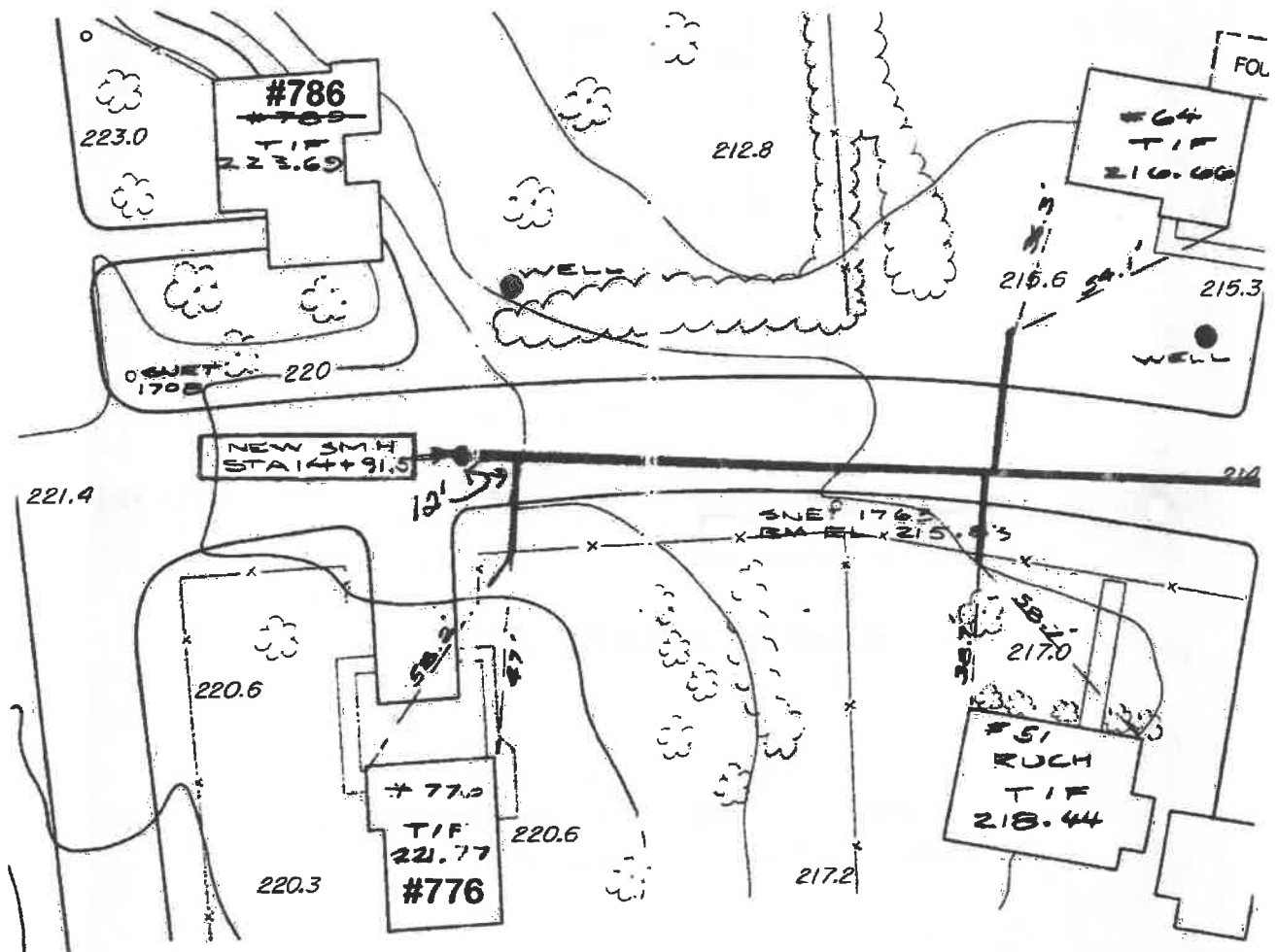
4. All excavations required for the installation of the sewer shall be open trench work.
5. Prepare trench and install piping as shown on the attached sketch.
6. Contractor shall contact the Town Engineer for inspection of trench work and piping prior to backfilling.
7. Upon completion of all work and backfill contractor shall finish grade disturbed area.
8. Contractor shall provide loam, seed, and hay to cover disturbed areas. Owner is responsible for watering and maintaining newly planted grass.

**End of Section**

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

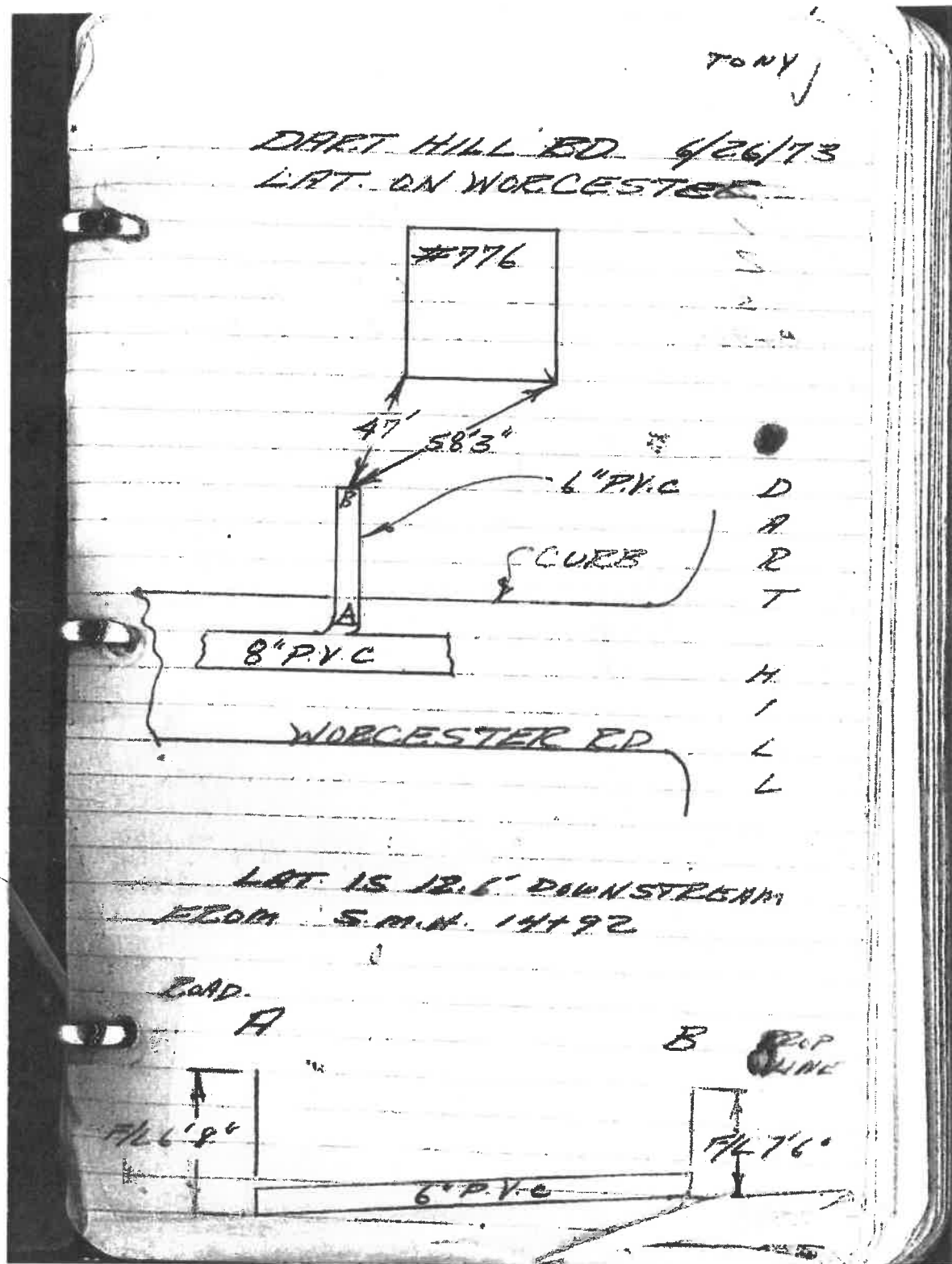


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PROPERTY OWNER VERIFICATION

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

*776 Dart Hill Road, Vernon, CT*

I understand that any revisions to these specifications changing the scope of work can be made only for unforeseen circumstances. This is for my protection and for providing a clear understanding to the contractor who will provide a quote for the proposed work.

DATE: 7 July 2022 OWNER:   
Brian Winkler

DATE: July 27, 2022 OWNER:   
Monica Winkler

Brian & Monica Winkler  
776 Dart Hill Road  
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I, the undersigned agree to provide all labor, material, permits, taxes, insurance, equipment and related fees, necessary to complete the work as specified above for the property located at:

**776 Dart Hill Road, Vernon, CT 06066**

All work will be performed in accordance to applicable codes.

\*\*\*\*\*

**Small, Minority, Women-Owned Business Concern Representation**

The bidder represents and certifies as part of its bid/ offer that it –

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned business. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are (check the blocks applicable to you):

☐ Black Americans

☐ Asian Pacific Americans

☐ Hispanic Americans

☐ Asian Indian Americans

☐ Native Americans

☐ Hasidic Jewish Americans

(d) ☐ is, ☐ is not a bonafide Section 3 Company. "Section 3 company," as used in this provision, means that it meets the following definition:

1. 51% or more of the ownership of this company is owned by Section 3 residents, as defined by HUD.
2. Currently, at least 30% of the employees of the company are Section 3 residents, as defined by HUD.
3. At least 30% of the employees of the company were Section 3 residents, as defined by HUD, within three years of the date of first employment with this company.
4. I commit to subcontract at least 25% of the total value of this contract to Section 3 subcontractors, as these companies are defined above, and to provide the necessary evidence to substantiate this, prior to the award of contract.

\*\*\*\*\*

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Sub Surface Installers # \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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

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

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