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**GENERAL CONTRACTING / CONSTRUCTION MANAGEMENT**

26M Bushnell Hollow Road, Baltic, CT 06330  
www.matternconstruction.com  
(860) 822-8457

**Construction Services Proposal 8694**

3/15/2023

The Arc Eastern CT  
125 Sachem St.  
Norwich, CT 06360

**ATTN:** Ms. Megan Rossi

**SUBJECT:** 1617 Center Groton Rd, Ledyard, CT Group Home Window Replacement

Dear Ms. Rossi,

The following is our proposal to furnish all labor, equipment and material for the project noted in the subject line above. Existing conditions were reviewed during our meeting on site. Our proposed scope of work is detailed below, based upon the Construction Specifications Institute (CSI) 16 Division MasterFormat and the following plans, specifications and bid documents:

**Project Documents:**

- N/A

**CSI Division 1: General Requirements**

- Supervisor/Crew Leader for coordination with Owner, subcontractors and suppliers
- Project Manager (offsite) for documentation, submittals, RFIs, invoices, etc.
- Certificate of Insurance (COI) naming Owner as additional insured
- Material submittals (when applicable) for Owner's acceptance of products and materials
- Daily jobsite cleanup to maintain a safe working environment

**CSI Division 07: Thermal & Moisture Protection**

- Furnish all labor and material to replace 24 existing windows with replacements. Windows are National Vinyl, LLC Trustguard units of various styles and sizes, white vinyl, Low E, full screen, Energy Star rated with double locks
  - 7 40x55 double hung
  - 4 24x55 double hung
  - 2 60x55 fixed
  - 1 30x38 double hung
  - 2 70.5x66.5 fixed center with 2 casements
  - 4 97.5x66.5 fixed center with 2 casements
  - 1 48.5x42 double casements
  - 1 30x38 double hung
  - 2 36x64 double hung

**Base Project Cost Summary**

|  |                    |
|--|--------------------|
| Project Subtotal (Excluding Sales Tax) ..... | \$31,872.00        |
| + CT Sales Tax (@ 6.35%) .....               | \$0.00             |
| <b>Base Project Total Including Tax.....</b> | <b>\$31,872.00</b> |

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**Project Clarifications & Exclusions:**

- This proposal may be withdrawn by Mattern Construction, Inc. if not accepted within **30** days and is subject to all Terms & Conditions outlined within (see below). Acceptance shall be limited to all stated conditions
  
- Exclusions:
  - 2 front ‘bay window’ units, due to them being determined to be in good condition
  - Hazardous material handling or disposal
  - Engineering
  - Architectural Design
  - 3<sup>rd</sup> Party Inspection Fees
  - Excavation or ledge removal greater than ½ cubic yard
  - Any work not specified or stated within this proposal

Thank you for the opportunity to offer this proposal and please contact us with any questions.

Sincerely,

*Cole Mileski*

**Cole Mileski**

Lead Estimator

Mattern Construction, Inc.

Office: (860)822-8457 ext. 16

[ColeM@matternconstruction.com](mailto:ColeM@matternconstruction.com)

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**TERMS & CONDITIONS**

**CONTRACT DOCUMENTS:**

The Contract Documents consist of this Agreement, and any other documents listed in this Agreement, and modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

**PAYMENT TERMS:**

Payment is due within **30** days of the invoice date, or by due date shown on the invoice, unless otherwise stated and agreed upon in writing in this Contract. Payments due and unpaid shall bear interest, from the date payment is due, at the rate of **1.5%** per month. The Project Owner agrees to pay all costs of collection including reasonable attorney fees.

If the Project Owner fails to pay as agreed upon Mattern Construction, Inc. will not be obligated to perform any further work under this Agreement unless, and until, Project Owner has provided security for payment deemed adequate by Mattern Construction, Inc. A decision by Mattern Construction, Inc. not to perform further work under this provision will not affect its right to receive payment for any work completed and to claim any damages to which it may be entitled as a result of doing such work.

If the Project Owner fails to make final payment for work performed, Mattern Construction, Inc. will follow necessary procedures to file a mechanics lien, within the required timeframe, on the subject property where work has been performed by Mattern Construction, Inc.

**COMMENCEMENT OF WORK:**

The date of commencement shall be established **after** execution of this written Agreement, allowing adequate time for local permitting requirements, surveys, utility locating, material lead times, or any other necessary factors that may impact mobilization and commencement of work. Mattern Construction, Inc. shall not be required to commence performance of work under this Agreement until such time as it shall reasonably appear that work may be completed without undue interruption or delay.

If completion of the work is materially delayed by the Project Owner, and through no fault of Mattern Construction, Inc., the Project Owner shall pay Mattern Construction, Inc. any amounts due for additional costs resulting from such delays.

Mattern Construction, Inc. shall not be held responsible for schedule delays and/or shutdowns caused by weather, Acts of God, pandemic, vandalism, civil unrest, riot, supply chain issues, or orders of Federal, State or Local authorities.

**CHANGES IN THE WORK:**

The Project Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Project Owner and Mattern Construction, Inc. cannot agree to a change in the Contract Sum, the Owner shall pay Mattern Construction, Inc. its actual cost plus reasonable overhead and profit.

WORKING HOURS:

This proposal and Agreement is based upon the performance of all work during Mattern Construction, Inc.'s normal working hours which are 7:00am to 3:30pm Monday through Friday. 2<sup>nd</sup> shift, 3<sup>rd</sup> shift, Saturday/Sunday, Holiday and/or Overtime Rates are not included in this proposal, unless otherwise stated in writing in this Agreement.

WARRANTY:

Mattern Construction, Inc. warrants and guaranties all labor and materials to be furnished at the project location to be free from defect of materials and workmanship for one year from the date of project substantial completion.

INSURANCE:

Mattern Construction, Inc. will provide the Owner with a Certificate of Insurance affording, at least, the following limits of liability coverage:

- \$1M/ \$2M General Liability
- \$1M Automobile Liability
- \$1M/\$1M/\$1M Workers Compensation & Employers' Liability
- \$5M Umbrella/Excess Liability

Other insurance coverages, including but not limited to, Builders Risk, Surety Bonds, Pollution Liability, etc. may be available if required at additional cost. Costs for additional coverage(s) shall be quoted and identified in writing as a part of this Agreement. Project Owner is responsible for maintaining any necessary property and liability insurance for any project site or property under construction/renovation.

ACCEPTANCE OF PROPOSAL:

By signing this Agreement, you, the Project Owner, agree that the above proposed prices, specifications, payment terms and conditions are satisfactory and are hereby accepted and that Mattern Construction, Inc. is authorized to perform the work, as specified in this Agreement.

**Project Owner Signature** \_\_\_\_\_

**Name and Title** \_\_\_\_\_

**Date of Acceptance** \_\_\_\_\_

**Purchase Order #** \_\_\_\_\_