

PROJECT MANUAL

For Rehabilitation Work to

**The Garcia Residence
94 Becker Circle
Windsor, Connecticut 06095**

**Part 1: Invitation to Bid
Part 2: General Conditions
Part 3: Scope of Work
Part 4: Bid Proposal Form
Part 5: Right of Rescission and Owner's Letter
Regarding Notice to Proceed
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**Town of Windsor
Community Development
275 Broad Street
Windsor CT 06095**

Date: August 8, 2023

Project #2023Garcia

PART 1: INVITATION TO BID

August 8, 2023
Project # 2023Garcia
Bid #
Project Address:
94 Becker Circle
Windsor, CT 06095

All bids are due either via email or hand-delivered at the Windsor Town Hall. Emailed bids should be sent to reydecastro@townofwindsorct.com as one PDF file* with the project name as the subject of the email. Hand-delivered bid proposals must be submitted in a sealed manila envelope with a completed Bid Envelope Label (last page of Part 4) attached to the front. They are due at the Windsor Town Hall, Attention: Flavia Rey de Castro, Community Development Specialist, 275 Broad Street, Windsor CT 06095. All bids should be submitted by no later than 10:00AM on Tuesday August 29, 2023. They will be opened and read aloud starting at 10:30am that same day.

-All proposals must include (1) one original and (1) copy of the following:

- Invitation to Bid (Part 1)
- Bid Proposal Form (Part 4)
- Addenda (if applicable)

-Attach and complete bid envelope label.

-A mandatory site walk/pre-bid will be held on Wednesday August 22, 2023 at the following location and time:
11:30 am
94 Becker Circle
Windsor, CT 06095

-Late arrivals to the pre-bid meeting will not be permitted entry.

The Town of Windsor is an Affirmative Action/Equal Opportunity Employer

Section 3 and WBE/MBE/SBE are encouraged to reply

For further questions; please contact Tom Foley, Signal Rock Consulting, Rehabilitation Consultant, 14 Pauline Street Milford, CT 06460

Office # (203) 446-6468

*PDF attachment should not exceed 20MB of space or email will be automatically blocked.

Dear Contractor,

The Community Development Office (CDO) utilizes federal funds to provide assistance to home-owners who are in need home repairs. As per federal guidelines, in order to qualify for contracts, in addition to having your installer license current, you will need to have a Unique Entity ID number and it will need to be registered with SAM.gov.

Should you have any questions please contact the office at (860) 285 1985.

Sincerely,

Flavia Rey de Castro

Community Development Specialist

Town of Windsor

275 Broad Street

Windsor, CT 06095

Tel: (860) 285-1985

Fax:(860) 285-1820

PART 2: GENERAL CONSTRUCTION NOTES

OWNER: Garcia

PROJECT 2023Garcia

1. It is the Owners intention to proceed with the dwellings occupied during the entire construction project. Contractor shall 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 – Saturday 7:30 AM – 5:00 PM unless otherwise agreed to and or modified by the Owner.
2. The Contractor shall perform all work to accommodate to the greatest extent reasonable the normal use of the premises by the Owner and Tenants during the construction period.
3. The selected Contractor must, prior to contract signing, supply the Town and the Owner with proof of insurance for workers compensation insurance and general liability insurance with 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. The Contractor shall indemnify and save and hold harmless the Owner and the Town under these policies, which shall list the Town, its agents and the Owner as additional insured.
4. The Contractor and Owner agree that all services offered by the Town through the Consultant, which may affect the Contractor or Owner, are offered by the Town in order to assist in the project implementation and the necessary program compliance. The Contractor and Owner agree to, upon review and acceptance of such services provided, indemnify, defend, save and hold harmless the Town and Consultant, their officers, agents and employees from whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Town or Consultant which shall arise out of or result from Consultant's performance in good faith of services pursuant to the Professional Services Contract. The Contractor or Owner agree that the Consultant shall not be liable to the Contractor or Owner, or their heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to the Professional Services Contract.
5. In the event that the Owner is dissatisfied with the work performed although the work has been completed to industry standards and has been approved by the local Town's code enforcement officials and the Rehabilitation Consultant, the Owner's approval will be overridden, full payment will be issued to the contractor and the project will be officially closed.
6. The Owner will supply all necessary power required by the Contractor to complete his work. Power shall be limited to the use of existing outlets and shall not exceed the existing ability of the system. Power required over the ability of the existing electrical system shall be the responsibility of the Contractor. Heating during construction shall be supplied by the Owner.
7. 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.

8. 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. The Contractor shall be responsible for protecting the dwelling and contents from weather and or physical damage during construction. 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.
9. The contractor will be responsible for covering and protecting large furniture unable to be removed from the respective work areas. The Contractor 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 belongings and small items and furniture in the project area.
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.
11. 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.
12. The Contractor shall provide all material, labor, and equipment required to complete the work specified within.
13. The contractor shall obtain all required permits and schedule necessary inspections with the Windsor Building Department and Construction Specialist. Contractor is responsible for any plans, drawings and specifications that the Building Department may require. All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable national, state and local codes, 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.
14. 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 Consultant prior to ordering any materials or performing the work.
15. 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.
16. The Contractor shall notify the Owner and Consultant, within 24 hours of discovery, in the event unforeseen circumstances. If the work is deemed additional or extra by the Consultant then a change order will be negotiated, executed and authorized by the Contractor, Owner and Consultant prior to the commencement of the work. Any work performed prior to the execution of a change order may not be considered for payment.

17. The selected Contractor shall attend a contract signing and pre-construction meeting as scheduled by the Owner and Consultant. The selected Contractor shall attend periodic job meetings during the course of construction, on site, as required
18. 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 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 such extensions within three (3) calendar days.
19. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this or the Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, the Owner shall, thereupon, have the right to terminate the Contract by giving written notice by certified mail 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 Owner, be completed or not.
20. In the event that the Contractor does not commence or pursue the work as hereinafter stated, then the Owner shall have the right to terminate the Contract and to hire a successor Contractor to perform the work. Any such termination shall be by certified mail to the address noted in the Contract, and shall be effective as of the date of mailing. Payments by the Owner in the event of termination shall be as follows:
21. 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 the Contract exceed the amount stated in the Contract due to the Contractor's termination, then the Owner shall have a cause of action against the terminated Contractor for any such additional cost.
22. The Contractor may request a maximum of 1 progress payment as work is completed in accordance with the attached specifications. The request shall be in the form of an itemized bill for that portion of work completed by the Contractor. All requests for payment shall be accompanied by a fully executed Lien Waiver on a form provided by the Town. Final payment is contingent upon the receipt of a signature of the respective inspector for which each permit was issued. The Contractor shall be responsible for obtaining the signatures and presenting them upon final payment. No final payment shall be made until the project has been shown to be free of all liens and restriction and all guarantees from the Contractor and from manufacturers, as they apply to the work, are presented to and accepted by the Owner.

23. OTHER PROVISIONS – LEAD BASED PAINT

The Contractor shall be responsible for all details/actions noted in the attached lead report. 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.

24. SUBMITTALS

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

Submit the following before the start of work:

- a. Copy of building permit.
- b. Material submittals.

Submittals before Certificate of Completion and final payment.

- a. Acceptance of work from local Building Official.
- b. All warranty and guarantee information.
- c. Signed and notarized lien waivers from first tier subcontractors and suppliers.
- d. Lead clearance test results if required.

PART 3: SCOPE OF WORK

Garcia Residence
94 Becker Circle
Windsor CT 06095
8/1/2023

Please Note:

The following information is to be used in conjunction with specifications, project archived photos and pre-bid site walk.

General:

The following is an outline of the Scope of Work. This Scope of Work includes all labor and materials required to perform the construction work as described below. The contractor is responsible for obtaining permits; providing complete, thorough, and compliant services to all work; and for coordinating as appropriate with the work of all other trades specified elsewhere. All work must be performed in compliance with all applicable National, State, and Local Codes.

Lead:

This project is funded by the Department of Housing and Urban Development (HUD) and requires the use of lead safe work practices under 24 CFR Part 35 (Lead Based Paint Poisoning Prevention and Control in Certain Residential Structures). A Lead Inspection and Risk Assessment were performed on June 26 2023 at this property by EnviroPlan LLC. Lead hazards were found. The contractor is responsible for all work specified in the report. A Lead Based Paint Clearance Inspection will be required at the conclusion of this project.

1) Windows- Division 7

- A. Remove existing double hung window located at "A-D" façades.
 - a) 16 total DH windows, 5 basement, 1 picture. (14DH, 1 Bay,5 basement)
 - b) Verify size
 - c) Paint or stain new or disturbed work
 - d) Install insulation in cavities and caulk all edges
 - e) All windows to be manufactured by Mercury Excelum (with energy star glazing package) or an approved equal.
 - f) All units to be white
 - g) All operable units to include full standard fiberglass mesh screens
 - h) Refer to specifications for additional information
 - i) All work to be performed to code requirements

2) Flooring (Main)

- A. Install new flooring over existing.
 - a) Located at First floor entry, living room, dining room and rear bedroom; second floor hall and two bedrooms.
- B. Install vinyl sheet or plank flooring per owner selection
 - i. Traffic Master Allure or approved equal.
 - ii. Owner to choose color and styles, \$3.50 /sf material allowance.
- C. Replace or reinstall existing cove base.

- D. Paint all new trim to match existing
- E. Provide threshold transitions as needed
- F. Refer to specifications for additional information and performed to code requirement

3) Electrical

- A. Provide GFCI protection to receptacles
 - a) Located at kitchen counter "c" wall.
 - b) Verify integrity of box, wiring and ground
 - c) Install new covers, match existing color and style
- B. Refer to specifications and all work to be code compliant

Scope review and approval;

I _____ the owner, reside at 94 Becker Circle, Windsor CT 06095 and have reviewed the scope of work and agree to the items listed.

Dated _____

Cost Estimate

I understand and agree to the estimated cost for housing rehabilitation work at my residence at the following address:

94 Becker Circle

Windsor CT, 06095

Total Estimated Cost: **\$ 27,776.00**

TWENTY SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS AND ZERO CENTS

Signature: _____

Printed Name: _____

Date: _____

Drafted By:

Dated:

Thomas Foley

7/19/2023

Thomas Foley, Housing Rehabilitation Specialist

Signal Rock Consulting LLC

PART 4: BID PROPOSAL FORM

August 8, 2023

Project # 2023Garcia

Bid #

Project Address: 94 Becker Circle
Windsor, CT 06095

Prospective Bidders:

The undersigned agrees, declares and represents the following:

- 1) The bidder has carefully examined the Bidding Documents. The bidder has personally and carefully examined the Site of Work as well as adjacent areas and has sought other usual sources of information regarding site conditions, together with the local sources of supply. The bidder understands the requirements as to the quantities, submitted project schedule and conditions relating to and affecting the performance of the Work and hereby waives any and all rights to claim any misunderstanding regarding the same.
- 2) The bidder is to perform and complete the work required by and in conformity with the Bidding Documents and that the bidder is to receive and accept in full compensation for the performance and completion of the Work, the amount of its lump sum bid set forth in section A, and as further adjusted in accordance with the unit prices, if any, listed in section B and section C.
- 3) The contract will be awarded to the bidder submitting the lowest bid who is qualified to perform the work and in the opinion of the Town of Windsor Economic Development Office and Signal Rock Consulting is responsible and responsive. The Town of Windsor Economic Development Office and Signal Rock Consulting reserve the right to reject any proposal if the alternates set forth in Section B are not fair and reasonable prices for the items of Work and to reject any proposal or all proposals.
- 4) If written Notice of Award of The Contract is delivered to the bidder within seven (7) days after the date of opening of proposals, the bidder will execute the Agreement contained in the Bidding Documents and deliver the same together with the required Certificates of Workers Compensation, proof of Liability Insurance and Lead safe work certification.
- 5) Contractor is responsible for all permit fees, labor, material, and taxes related to the work listed herein. All work must be performed in compliance with all applicable National, State and local Codes, and must be coordinated with the work of all other trades specified elsewhere. The contractor is responsible to provide complete, thorough and code compliant services to all work.
- 6) The Contractor shall comply with all federal, state and local laws in the performance of the Contract;
- 7) The contractor shall submit a tentative project schedule consistent with the one set forth in section G. At Notice of Contract Award, the Contractor shall submit and be accountable for a revised project schedule. This revised schedule shall be submitted at the pre-construction meeting post contract execution.
- 8) In addition, with the other terms of the Contract, the Contractor shall comply with the provisions of Connecticut General Statutes Section 20-418 et seq.

Section “A” Itemized Lump Sum Base Bid

*Note: All lines must be filled in with a dollar amount.

Division 01

General Conditions, Special Conditions, General Requirements \$ _____

Construction Waste Container \$ _____

Division 02

Lead Clearance \$ 325.00

Division 08

Windows \$ _____

Division 09

Flooring \$ _____

Carpentry \$ _____

Division 26

Electrical \$ _____

Total Base Bid \$ _____

Section “B” Addenda

Addenda received and attached

Dated _____

Addenda received and attached

Dated _____

Section “C” Alternates as applicable

Alternate #1

\$ _____

Alternate #2

\$ _____

Section “D” Plumbing and Electrical Contractors Information

Name of Licensed CT. Plumber _____

Business Address _____

EIN# or SS# _____

Phone # _____

Fax# _____

Name of Licensed CT. Electrician _____

Business Address _____

EIN# or SS# _____

Phone # _____

Fax# _____

Name of Licensed CT. HVAC Contractor _____

Business Address _____

EIN# or SS# _____

Phone # _____

Fax# _____

Name of Licensed CT Lead Abatement Contractor _____

Business Address _____

EIN# or SS# _____

Phone # _____

Fax# _____

Section “E” Acknowledgement of Bidder

I, THE UNDERSIGNED AS AN AUTHORIZED OFFICER OF:

_____	_____
(Company Name)	(Date)
_____	_____
(Address)	(Telephone)
_____	_____
(Town/State/Zip)	(Fax No.)
_____	_____
(FEIN)	(HIC #)

(SAM.gov UEI)	

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)	

Section "F" Total Contract Sum

****This section to be used by Signal Rock Consulting, completed at time of contract preparation.***

Total Base Bid Cost_____

Alternate #1 Accepted: Yes No N/A Cost_____

Alternate #2 Accepted: Yes No N/A Cost_____

Alternate #3 Accepted: Yes No N/A Cost_____

Alternate #4 Accepted: Yes No N/A Cost_____

Total Contract Sum GRAND TOTAL_____

AMOUNT IN WORDS: _____

Section “G” Project Schedule

Date	Owner	Address		Project #	
TASK	RESPONSIBLE CONTRACTOR	Date Material Ordered	Task Duration	Start Date	Finish Date
Contract Signing					
Notice to Proceed					
Permit					
Waste Container					
Demolition					
RRP/ Lead Abatement					
Electrical					
Fire Dectection					
Plumbing					
HVAC					
Windows					
Doors					
Roofing					
Gutters					
Insulation					
Siding					
Drywall					
Finish Carpentry					
Counter Tops					
Interior Painting					
Exterior Painting					
Flooring					
Power Washing					
Deck Repairs					
Masonry					
Metal Work					
Earth Removal					
Drainage					
Driveway Paving					
Tree Work					
Grading					
Close-out					

NON-COLLUSION AFFIDAVIT

Town Of Windsor
275 Broad Street
Windsor, CT 06095

I state that I am the _____ of _____ and that I am authorized
(Title) (Name of Firm)
to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- (1) The price and amount on this proposal has been arrived at independently and without consultation, Communication, or agreement with any other bidder/proposer.
- (2) Neither the price(s) nor the amount of this proposal and approximate price(s) nor approximate amount of this proposal has been disclosed to any other firm or person who is a bidder/proposer and that no disclosure of these items will be made prior to proposal openings.
- (3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally Higher or non-competitive proposal.
- (4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, Directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in Connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town, owner, or any person interested in the proposed Contract.
- (5) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (6) I state that _____ understands and acknowledges that all representations of this
(Name of my firm)
affidavit are material and important, and will be relied on by the Town in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Town of the true facts relating to the submission of proposals bids for this contract.

(Signature)

(Date)

(Printed Name)

(Title/Position)

WINDSOR BID ENVELOPE LABEL

ALL ENVELOPES PACKAGES AND BOXES TO BE LABELED WITH THIS INFORMATION LABEL

****TAPE AND PLACE ON THE EXTERIOR OF ENVELOPE****

NAME OF COMPANY BIDDING

BID/PROJECT #

ADDRESS OF COMPANY BIDDING

PHONE #

FAX #

EMAIL ADDRESS

NUMBER OF ENVELOPES/PACKAGES/BOXES

Check that applies

___ This package contains the Original Bid and the original (raised seal) notarized Non-Collusion Affidavit. The balance copies are of the same.

___ Each package contains Original Bids and all contain an original (raised seal) notarized Non-Collusion Affidavit.

**PART 5: CANCELLATION NOTICE (ATTACHMENT A) AND OWNER'S
LETTER REGARDING NOTICE TO PROCEED**

ATTACHMENT A: CANCELLATION NOTICE

Small Cities Housing Rehab Program Right of Rescission Cancellation Notice

Dear Contractor,

Under the regulations of the Small Cities Housing Rehab Program, I, as Owner, have a right to cancel the contract I have signed with you for work to be done on my home under the provisions of the Small Cities Program.

I must so cancel within 3 business days between the date I receive Attachment A as part of a fully executed contract and today's date not counting either of those two dates.

I understand that after _____, 11:59 pm, I will no longer be able to cancel without penalty.

In signing this cancellation notice and sending it to you, I am exercising my right to cancel. Please note: this is a notice to NOT PROCEED.

Signed: _____ Signed: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

.....
Dear Owner,

If you choose to exercise your right of rescission please also notify your grant administrator immediately by telephone at 203-446-6468 or mail to:

Small Cities Program Administrator
Signal Rock Consulting
14 Pauline Street
Milford, CT 06460
203-446-6468

PLEASE KEEP THIS COPY FOR YOUR RECORDS

ATTACHMENT A: CANCELLATION NOTICE

Small Cities Housing Rehab Program Right of Rescission Cancellation Notice

Dear Contractor,

Under the regulations of the Small Cities Housing Rehab Program, I, as Owner, have a right to cancel the contract I have signed with you for work to be done on my home under the provisions of the Small Cities Program.

I must so cancel within 3 business days between the date I receive Attachment A as part of a fully executed contract and today's date not counting either of those two dates.

I understand that after _____, 11:59 pm, I will no longer be able to cancel without penalty.

In signing this cancellation notice and sending it to you, I am exercising my right to cancel. Please note: this is a notice to NOT PROCEED.

Signed: _____ Signed: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____



Dear Owner,

If you choose to exercise your right of rescission please also notify your grant administrator immediately by telephone at 203-446-6468 and by fax or mail to:

Rehabilitation Consultant
14 Pauline Street
Milford, CT 06460
203-446-6468

OWNERS' LETTER REGARDING NOTICE TO PROCEED

Small Cities Housing Rehabilitation Program
c/o Signal Rock Consulting
14 Pauline Street
Milford, CT 06460

Dear Mr. Foley,

Please be advised that I have received two copies of the notice entitled Attachment A (cancellation notice); that at least three business days have passed between the date I received that notice and today's date not counting either of those two dates; that the rescission period specified in that notice has passed and that I have not exercised my right to rescind the transaction referred to in that notice.

Please issue _____(my contractor) a Notice to Proceed with the work described in our contract dated _____.

Sincerely,

(Owner's Signature)

(Print Name)

(Date Signed)

(Owner's Signature)

(Print Name)

(Date Signed)