

TOWN OF MORRIS and MORRIS HOUSING AUTHORITY

INVITATION TO BID – SITE CONSTRUCTION

EAST STREET HOUSING – 103 EAST STREET, MORRIS, CT

Addendum 2: Responses to Questions at Site Walk and Other Requests for Information

Addendum 1: Items 1 and 2. Addendum 2 starts with Item 3

1. Who attended the site walk?

Allbozak Construction
Carabetta / SRC
LaRosa Earth Group
Nosal Builders
Palker Excavating
Pelletier Construction
Towne & Aurell
VLU Industries
Yield Industries

2. What is the schedule for Q&A answers and for bid submission.

The due date for the bids is being extended by one week to 2:00 PM on Wednesday, March 25. The Q&A answers will take a little longer to get out to everyone, and this is extended from Wednesday, March 11 to Monday March 16. The Q&A answers will contain some additional electrical scope for site power and site lighting and some additional landscaping scope.

3. Additional information regarding Davis-Bacon requirements.

Attached is HUD-4010, Federal Labor Standards Provisions. This provides additional information on the federal requirements related to Davis-Bacon wages.

4. Additional Build America Buy America Bid Form.

Attached is the Buy American Certification Form. This needs to be signed and included in the initial bid package. Also attached is the Build America Buy America Materials Certification form. This must be completed and submitted by the selected contractor prior to contract execution.

5. What is the timing and funding for the next apartment construction project?

The timing is not yet determined. It could be later this year. The funding still needs to be committed. We hope to go out for bidding for this work in April or May.

6. Are the road curbing and sidewalks in the current scope?

Yes. These are an important component to stormwater control.

7. Is there a budget.

No. The bidding process will provide the most accurate costs.

8. Are the wells currently completed?

Yes. There are two drilled water wells. They will need to be protected during construction. It will be good to maintain a 25' clear radius around the wells where possible.

9. Are there environmental site testing and results?

A Phase 1 Environmental Site Assessment was performed. It did not identify any environmental concerns. You can assume that the site is not contaminated.

10. What are the hours of operation?

You can assume 7:00 am to 5:00 pm, Monday through Saturday. The work schedule will be finalized with the selected contractor.

11. What permit fees and other costs need to be included?

You will need to obtain the normal Town permits as required and pay associated costs. The project is exempt from sales and use tax.

12. Is there site access through the existing Eldridge housing?

There is a road connection with the existing Eldridge housing. Use of access through Eldridge should be minimized. This is an active elderly housing property with limited roadway access.

13. Will traffic control be needed?

No.

14. What is the process for payment requests and funding?

You can provide monthly billing using AIA G702 and G703 or equivalent. Funds will be provided for completed and approved payment requests within 30 days.

15. Is CHRO (Commission on Human Rights and Opportunities) compliance and approval required?

Yes.

16. What is the timing for contract execution and construction completion?

We expect a contract to be executed within about 6 weeks from bid submittals. We do not have a set construction completion requirement, and will work with the selected contractor. We would like the work completed as quickly as practical.

17. Is an office trailer on site required?

No. You can coordinate site construction as you want. We can use the Eldridge meeting room for owner construction meetings.

18. Please confirm the scope for the level pads for the buildings is limited to 8" lifts of processed aggregate base + 6" of topsoil. We do not have to over excavate the area for any unsuitable materials.

You can assume that there are no unsuitable materials that need to be addressed. The amount of processed aggregate will be determined by what is required to get to the level area under the 6" of topsoil.

19. There doesn't appear to be any well distribution piping. Please confirm that is not a part of this scope of work.

Correct. The well distribution piping will be completed in the subsequent construction.

20. Is this project tax exempt? If no, please indicate if tax on materials only or tax on labor and materials.

The project is exempt from all sales and use taxes.

21. Are utilities (electric and water) available for construction use free of charge?

No.

22. Is there liquidated damages applicable to this project?

No.

23. Is Owner's and Contractor's Protective Liability Insurance (OCP) required? If yes, please provide policy limit?

Not required.

24. Bid package submission requires a hard copy and a copy saved to a flash drive or CD. Bids are normally not final to the last few minutes and providing and saving it to a flash drive may be a big challenge. Can the flash drive submission be waived?

No. However, a flash drive or an electronic transmittal of the complete bid package can be provided within 24 hours of bid opening. The email address is collins@housingenterprises.com.

25. There doesn't appear to be any site lighting scope. Please confirm bases and poles are not a part of this contract.

See attached Landscaping and Lighting Plan sheet. Install all light pole bases for the LP2 and LP4 light poles. Install 1" conduit between light poles and to a point near the main power transformer. Arrange the conduits to provide for two separate power circuits split north and south. No scope for the SB bollard lights.

26. Is there any electrical work included in the current scope?

Provide conduits and transformer base as shown on the plans.

27. Is any landscaping included in the project scope?

See attached Landscaping and Lighting Plan sheet. Install landscaping as shown within the clouded area around the stormwater basin.

28. Q

A

Request for Proposals

East Street Housing Site Infrastructure
in
Morris, CT

for:

Town of Morris

3 East Street
Morris, CT 06763

Proposal Due Date: 2:00 P.M., Wednesday, March 18, 2026

Issue Date: Tuesday, February 17, 2026

Bidder Information and Forms

1. Invitation for Bids Instructions
2. Invitation for Bids Advertisement
3. Bid Response Required Forms
4. Bid Form
5. Prevailing Wage Rates
6. Build America, Buy America (BABA)
7. Section 3 Provisions
8. Affirmative Action Requirements 41 CFR 60-4
9. Executive Order 11246
10. CHRO Notification to Bidders
11. DOH Supplemental Conditions
12. Project Sign
13. Construction Plans
14. Construction Specifications

RFP - East Street Housing Site Infrastructure, Morris, CT

Invitation for Bids Instructions

Notice is hereby given, that the Town of Morris, Litchfield County, Connecticut, hereinafter referred to as the Owner, will receive sealed bid packets for the construction of the East Street Housing Site Infrastructure Project. The Morris Housing Authority will be an active participant throughout this project and will be the owner and manager upon completion.

Sealed bids must be received at the First Selectman Office, Town Hall, 3 East Street, Morris, CT 06763 no later than 2:00 P.M. (Local Time) on Wednesday, March 18, 2026. Bids received after such hour will be returned unopened. Bids received prior to this time shall be opened and publicly read at a public meeting at this time. All interested citizens are invited to attend, and should any citizens require special provisions, such as handicapped modifications or non-English translation personnel, the Owner will provide such provisions as long as the request is made by Monday, March 16, 2026.

A pre-bid meeting will be held at 1:00 P.M. (Local Time) on Wednesday, March 4, 2026 at the project site, 103 East Street, Morris, Connecticut. All prime contractors, subcontractors, small, minority or women owned enterprises and other interested parties are invited to attend.

The Project will be constructed as one contract, which is defined and outlined as follows:

East Street Housing Site Infrastructure Project

The objective of this initial phase of site work is to prepare the site to, at a later date, construct the remaining infrastructure, building foundations, building structures, driveways and parking, and all remaining project work. The project Plans show all site work needed for the project, including site work that will be completed later.

The current project scope includes initial site work for subsequent construction of 8 units of affordable housing in 2 buildings, and includes clearing, erosion control, grading, stormwater items, septic items, electrical conduits and transformer vault, site lighting, sidewalks and dumpster pad, road and parking subgrade, base gravel course and binder course only, site stabilization. Plan sheet C1 includes a Current Project Scope Definition that provides further details.

Copies of the Plans and Contract Documents and Specifications for the work may be obtained by email by contacting Carol Oliwa, at coliwa@housingenterprises.com or 860-741-9837.

Addenda to this bid will be issued via email. Contractors intending to bid must be registered with Carol Oliwa in order to receive direct email of any and all addenda.

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 request for information (RFI) should be in writing addressed to: Carol Oliwa, coliwa@housingenterprises.com. To be given consideration, RFI's must be received by 4:00 P.M. Monday, March 9, 2026. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued,

RFP - East Street Housing Site Infrastructure, Morris, CT

will be forwarded by electronic mail to all prospective bidders (at the respective email addresses furnished for such purposes), not later than Wednesday, March 11, 2026.

The work to be performed and the bid to be submitted shall include sufficient and proper sums for all general construction, mechanical installation, labor, materials, permits, licenses, insurance, and so forth incidental to and required for the construction of the scope of work.

Each bid must be enclosed in a sealed envelope bearing the title of the Project, East Street Housing Site Infrastructure Project, and the name and address of Bidder. All bids must be submitted on the bid forms as identified in the Request for Proposals. In addition, include a thumb drive or CD with all bid documents.

Each bid shall be accompanied by a certified check or acceptable bidder's bond made payable to the Owner, in a sum of not less than five percent (5%) of the total amount of the bid, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from the Owner to do so within ten (10) days of said notification. The Owner and address is: Town of Morris, Office of First Selectman, Town Hall, 3 East Street, Morris, CT 06763.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Contractor at the time of contract execution. The bonds will be in the amount of 100% of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion.

The Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, or to make such combination of bids as may seem desirable, and to waive any and all informalities in bidding. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

A conditional or qualified Bid will not be accepted.

Award will be made to the low, responsive, responsible bidder. The low, responsive, responsible bidder must not be debarred, suspended, or otherwise be excluded from or ineligible for participation in federally assisted programs under Executive Order 12549.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the project throughout.

Bids shall be properly and completely executed on the bid forms provided. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

RFP - East Street Housing Site Infrastructure, Morris, CT

Each Bidder is responsible for inspecting the Project site and for reading and being thoroughly familiar with the Contract Documents and Specifications. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

Wage rates on the project shall not be less than the federal wage scale published by the U.S. Department of Labor and the State of Connecticut prevailing wage rates, residential rates, where the higher rate will apply for each labor category.

Build America, Buy America (BABA) under the Buy American Preference (BAP) is required on this project. Additional information can be found at: [Build America, Buy America Act - HUD Exchange](#), 2CFR184 and in the attached BABA Quick Guides. This project has CDBG funds that were obligated in Fiscal Year FY2023 and CPF funds that were obligated on March 9, 2024. Both funding requirements apply. The attachments show that this only applies for this project to Iron and Steel, and does not apply to Construction Materials or Manufactured Products.

Bidders shall comply with the Contract Compliance Regulations of the CT Commission on Human Rights and Opportunities (CHRO). This project is subject to state contract compliance requirements, including nondiscrimination statutes and spending allocation goals.

Bidders on this work shall be required to comply with the provisions of the President's Executive Order No. 11246, as amended. The Bidders shall also comply with the requirements of 41 CFR Part 60 - 4 entitled Construction Contractors - Affirmative Action Requirements.

The Contractor must meet guidelines and practices established by the Connecticut Department of Housing and appropriate federal regulations including:

- (1) Executive Order 11246;
 - (2) Section 3 of the Housing and Community Development Act of 1968, as amended;
 - (3) Certification of Non-Segregated Facilities;
 - (4) OMB Circular A-102;
 - (5) Title VI of the Civil Rights Act of 1964;
 - (6) Section 504, Rehabilitation Act of 1973;
 - (7) Age Discrimination Act of 1975;
 - (8) Executive Order 12138;
 - (9) Conflict of Interest Clause;
 - (10) Retention and Custodial Requirements for Records Clause;
 - (11) Contractors and Subcontractors Certifications;
- and others that may be appropriate or necessary.

Contract procurement is subject to the federal regulations contained in the OMB Circular A-102.

Any contract awarded under this Advertisement for Bids is expected to be funded in part by a grant or grants from the U.S. Department of Housing and Urban Development, as administered by the Connecticut Department of Housing. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Advertisement for Bids or any resulting contract.

Town of Morris
East Street Housing Site Infrastructure Project
NOTICE OF BID

The Town of Morris will receive completed, signed, and sealed bids at the First Selectman Office, Town Hall, 3 East Street, Morris, CT 06763 up until 2:00 P.M. on Wednesday, March 18, 2026. Said bids will be opened and read aloud at a public meeting at that time. Proposals must be submitted on the forms provided and in a sealed envelope clearly marked with the appropriate title. Bidders are encouraged to attend the pre-bid meeting on Wednesday, March 4, 2026 at 1:00 P.M. at the project site, 103 East Street, Morris, Connecticut. The Morris Housing Authority will be an active participant throughout this project and will be the owner and manager upon completion.

Bids will be received for furnishing all labor, materials, tools, services and equipment necessary to complete the East Street Housing Site Infrastructure Project. The current project scope includes initial site work for subsequent construction of 8 units of affordable housing in 2 buildings, and includes clearing, erosion control, grading, stormwater items, septic items, electrical conduits and transformer vault, site lighting, sidewalks and dumpster pad, road and parking subgrade, base gravel course and binder course only, site stabilization.

Copies of the Plans and Contract Documents and Specifications for the work can be obtained by email by contacting Carol Oliwa, at coliwa@housingenterprises.com or 860-741-9837. Addenda to this bid will be issued via email. Contractors intending to bid must be registered with Carol Oliwa in order to receive direct email of any and all addenda.

This project requires payment of federal and state prevailing wages, and compliance with certain local and state requirements, including providing 100% Performance and Payment Bonds. This project is subject to state spending allocation goals and contract compliance requirements.

No bids shall be withdrawn for a period of ninety (90) days after the opening of bids. The Town of Morris reserves the right to accept or reject any or all bids; to waive any informality; or to accept any bid deemed in the best interests of the Town of Morris.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER,
MBE's, WBE's, and SBE's and Section 3 Designated Enterprises ARE ENCOURAGED TO APPLY

**East Street Housing Site Infrastructure Project
Town of Morris, Morris, CT**

BID RESPONSE REQUIRED FORMS

Project: **East Street Housing Site Infrastructure Project**

1. BID FORM
2. CONTRACTOR LICENSE
3. AIA A305-2020 Contractor's Qualification Statement, and Exhibits
4. AIA A310-2010 Bid Bond

END

BID FORM

**East Street Housing Site Infrastructure Project
for the Town of Morris, Morris, CT**

Submitted by: (full name and address)

1. OFFER

Pursuant to and in compliance with the Invitation to Bid relating thereto, the undersigned has familiarized themselves with the conditions present and carefully examined all the Documents, together with all Addenda issued and received prior to closing time for receipt of Bids, and hereby offers and agrees as follows:

To provide all materials, all labor and all else whatsoever necessary to erect and properly finish all work in accordance with said Documents for the above mentioned project to the satisfaction of the Engineer and the Town of Morris for the Stipulated Sum of:

_____ (\$ _____)
This amount shall be identified as the BASE BID, and includes any Allowances.

Alternates

1	\$
2	\$
3	\$

Allowances

1	\$
2	\$
3	\$

All State of Connecticut Taxes are excluded from the Bid Sum. Contractor shall be required to obtain and pay for all Permits required as part of the Work.

The Contract Award shall be made on available funds; the Town of Morris reserves the right to add or deduct work based on the availability of funds.

1. ACCEPTANCE

This offer shall be open to acceptance for Ninety (90) days from the bid opening date.

If this Bid is accepted by the Town of Morris within the time period stated above, the undersigned will:

- Execute the Contract Agreement within 14 days of receipt of acceptance of this Bid.
- Furnish the required bonds within 14 days of receipt of acceptance of this Bid.
- Commence work within 14 days after written Notice to Proceed.

In the event this Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

2. ADDENDA

The following Addenda have been received:

<u>Addendum #</u>	<u>Date</u>	<u># of pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Base Bid.

3. BID FORM SIGNATURE

The Corporate Seal

(Bidder – please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

(Authorized signing officer)

(Title)

Contact Information

Contact name: _____

Phone: _____ Email: _____

1

2

3

4

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(i) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- [A] Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- [B] If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

- [C] In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(2) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.3(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

- (ii) **Certified Payroll Reports.**

- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
 - (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
 - (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 - (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
 - (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
 - (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment [e.g., 18 U.S.C. §§ 107, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, [Public Law 91-54, 53 Stat 96], 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

East Street Housing Site Infrastructure, Morris, CT

Buy America Certification Form

PURPOSE: The "Buy America Certification Form" is used to certify that, as required by federal law, all of the iron, steel (for FY23 funded projects and forward), specific construction materials – non-ferrous metals, lumber, composite building materials, plastic and polymer based pipe and tube (for FY24 funded projects and forward), all construction materials, including manufactured products (for FY25 funded projects and forward) utilized in federally funded projects with an aggregate of \$250,000 or more funds, including HUD CDBG funds, are produced in the United States in a manner that complies with the Build America, Buy America Act, unless an applicable waiver applies or is granted by the Made in America Office of Management and Budget (MIAO).

GENERAL INFORMATION: BABA guidance requires the following Buy America preference: 1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; 2) All listed manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and, for FY 2025 funded projects forward 3) All (listed and non-listed) construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. The Build America, Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

CERTIFICATION: I hereby certify the materials to be installed pursuant to the attached Bid Submittal conform to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Signing this document does not relieve the signee of providing evidence of compliance upon request by DOH or HUD.

Prime Contractor: _____
Name Signature Date

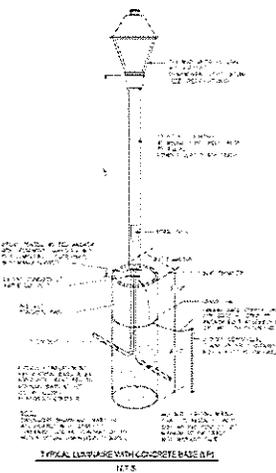
Phone Number: _____ Email: _____

The Prime Contractor is responsible for all subcontractors and for ensuring that all manufacturers and suppliers certify materials with the understanding that those certifying the material assume full legal responsibility of the material and are subject to providing documentation verifying the material meets all requirements upon demand. Any additional materials needed for the project should be itemized, specify if BABA applies, and then certified by the engineer and submittal to DOH with an official Change Order.

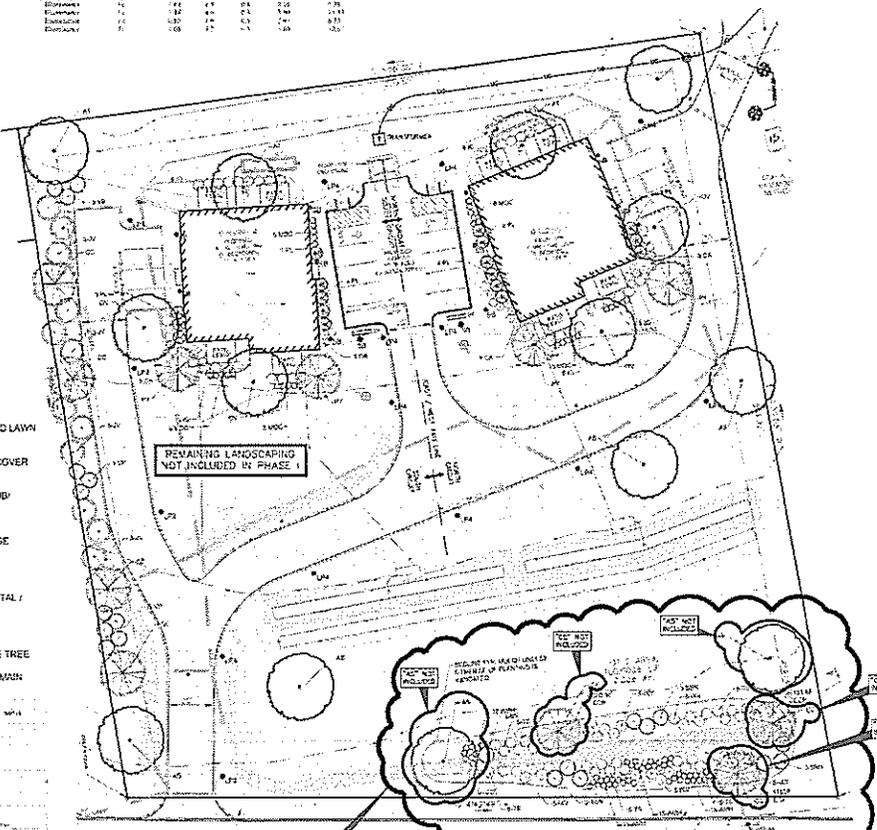
Attach the itemized cost estimate that identifies all materials subject to BABA, if available at this time. It will be required prior to contract signing.

Location & Scale	Scale	Location Factors	Latitude/Longitude	U.S. Grid	State Grid	Survey
Site	1" = 10'	200	41° 50' N	73° 00' W	111	NAD 83
Plan	1" = 20'	400	41° 50' N	73° 00' W	111	NAD 83
Section	1" = 40'	800	41° 50' N	73° 00' W	111	NAD 83

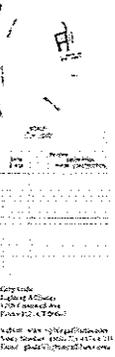
Calculation Summary	Calc. Type	Area	Vol.	Dist.	Area	Vol.	Dist.
Excavation	Excavation	12	1.2	11.2	11.2	1.1	10.1
Backfill	Backfill	12	1.2	11.2	11.2	1.1	10.1
Gravel	Gravel	12	1.2	11.2	11.2	1.1	10.1
Concrete	Concrete	12	1.2	11.2	11.2	1.1	10.1
Rebar	Rebar	12	1.2	11.2	11.2	1.1	10.1



- PLANT LEGEND:**
- TOPSOIL & HYDROSEED LAWN
 - PROPOSED GROUND COVER
 - PROPOSED LOW SHRUB/ COLUMNAR PLANTING
 - PROPOSED MED-LARGE SHRUB OR SMALL ORNAMENTAL TREE
 - PROPOSED ORNAMENTAL / MULTI-STEM TREE
 - PROPOSED MEDIUM ORNAMENTAL SHADE TREE
 - EXISTING TREE TO REMAIN



PLANTING	PLANT						
ORNAMENTAL	1	2	3	4	5	6	7
SHRUB	8	9	10	11	12	13	14
TREE	15	16	17	18	19	20	21



EAST STREET HOUSE
ELDRIDGE DRIVE
MORRIS, CT 06763

LANDSCAPE AND LIGHTING PLAN

