

Request for Proposals

East Street Housing in Morris, CT

for:

Morris Housing Authority

109 East Street
Morris, CT 06763

Proposal Due Date: 2:00 P.M., Thursday, September 3, 2026

Issue Date: Wednesday, August 5, 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. CHRO Notification to Bidders
7. DOH Supplemental Conditions
8. Project Sign
9. Construction Plans
10. Construction Specifications

RFP - East Street Housing, Morris, CT

Invitation for Bids Instructions

Notice is hereby given, that the Morris Housing Authority, Litchfield County, Connecticut, hereinafter referred to as the Owner, will receive sealed bid packets for the construction of the East Street Housing 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 Thursday, September 3, 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, August 31, 2026. A summary of all bids received will be sent to all registered parties following the bid opening.

A pre-bid meeting will be held at 10:00 A.M. (Local Time) on Tuesday, August 18, 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 Project

This phase of work is to construct the remaining infrastructure, building foundations, building structures, driveways and parking, and all remaining project work for construction of 8 units of affordable housing in 2 one-story slab-on-grade buildings of 4 units each. Initial site preparation work will already be completed before this phase of work starts. The project Plans show all work needed for the project, including site work that will have been completed and is not in the current scope. Sheet C1 has a description of the current project scope.

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, August 24, 2026. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be forwarded by electronic mail to all prospective bidders (at the respective email addresses furnished for such purposes), not later than Thursday, August 27, 2026.

RFP - East Street Housing, Morris, CT

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 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: Morris Housing Authority, 109 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.

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.

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Wage rates on the project shall not be less than the State of Connecticut prevailing wage rates, residential rates.

Build America, Buy America (BABA) under the Buy American Preference (BAP) is not required on this project.

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.

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

- (1) DOH Supplemental Conditions;
and others that may be appropriate or necessary.

Morris Housing Authority
East Street Housing Project
NOTICE OF BID

The Morris Housing Authority will receive completed, signed, and sealed bids at the First Selectman Office, Town Hall, 3 East Street, Morris, CT 06763 no later than 2:00 P.M. (Local Time) on Thursday, September 3, 2026. Said bids will be opened and publicly read at a public meeting at this 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 Tuesday, August 18, 2026 at 10:00 A.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 Project. This phase of work is to construct the remaining infrastructure, building foundations, building structures, driveways and parking, and all remaining project work for construction of 8 units of affordable housing in 2 one-story slab-on-grade buildings of 4 units each. Initial site preparation work will already be completed before this phase of work starts. The project Plans show all work needed for the project, including site work that will have been completed and is not in the current scope. Sheet C1 has a description of the current project scope.

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 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 Morris Housing Authority 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 Morris Housing Authority.

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 Project
Morris Housing Authority, Morris, CT**

BID RESPONSE REQUIRED FORMS

Project: **East Street Housing 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 Project for the Morris Housing Authority, 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 Architect and the Morris Housing Authority 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 Morris Housing Authority 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 Morris Housing Authority 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: Addendum # Date # of pages

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: _____



Prevailing Wage Rates System

Annual Adjusted July 1st Rates

Residential Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
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Residential Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Litchfield	Morris	Asbestos Worker/Heat and Frost Insulator	\$50.16	35.30
Litchfield	Morris	Boilermakers	\$38.97	17.52
Litchfield	Morris	Carpenter	\$27.37	13.37
Litchfield	Morris	Bricklayers, Cement Masons, PCC, Plasterers, Stone Masons	\$45.56	36.94

As of: July 1, 2026

Residential Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Litchfield	Morris	Roofers: Slate & Tile	\$46.00	26.24 + a
Litchfield	Morris	Roofers: Cole Tar Pitch	\$47.50	26.24 + a
Litchfield	Morris	Sprinkler Fitters (Fire Sprinklers) (Trade License required: F-1,2,3,4)	\$56.78	35.24 + a
Litchfield	Morris	Tile and Stone Finisher	\$36.00	29.43
Litchfield	Morris	Tile Setter	\$43.00	34.75
Litchfield	Morris	Elevator Mechanics (Trade License required: R-1,2,5,6)	\$69.55	38.985+a+b
Litchfield	Morris	Power Equipment Operator: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer), HF-1 Forklift, Drills with self contained power units, Micropile up to 14 inches helical pile.	\$55.17	30.95 + a
Litchfield	Morris	Power Equipment Operator: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	\$54.13	30.95 + a
Litchfield	Morris	Power Equipment Operator: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper), Goldhofer.	\$53.61	30.95 + a
Litchfield	Morris	Power Equipment Operator: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel), Side Boom; Combination Hoe and Loader; Directional Driller, Geothermal Drill.	\$52.78	30.95 + a
Litchfield	Morris	Power Equipment Operator: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel).	\$51.89	30.95 + a
Litchfield	Morris	Power Equipment Operator: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$52.35	30.95 + a
Litchfield	Morris	Power Equipment Operator: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	\$55.60	30.95 + a
Litchfield	Morris	Power Equipment Operator: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine, Rigger Foreman.	\$51.34	30.95 + a
Litchfield	Morris	Power Equipment Operator: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over), Caisson Drilled Shaft over 14". (Trade License Required)	\$60.66	30.95 + a
Litchfield	Morris	Power Equipment Operator: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	\$47.91	30.95 + a
Litchfield	Morris	Power Equipment Operator: Cranes (100 ton rate capacity and over). (Trade License Required)	\$60.24	30.95 + a
Litchfield	Morris	Power Equipment Operator: Cranes (under 100 ton rated capacity), Magni Type-360 Rotating Forklift.	\$59.20	30.95 + a
Litchfield	Morris	Power Equipment Operator: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	\$47.91	30.95 + a
Litchfield	Morris	Power Equipment Operator: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	\$50.74	30.95 + a
Litchfield	Morris	Power Equipment Operator: Wellpoint Operator	\$47.82	30.95 + a
Litchfield	Morris	Power Equipment Operator: Compressor Battery Operator	\$47.04	30.95 + a

As of: July 1, 2026

Residential Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Litchfield	Morris	Power Equipment Operator: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	\$45.45	30.95 + a
Litchfield	Morris	Power Equipment Operator: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$44.89	30.95 + a
Litchfield	Morris	Power Equipment Operator: Maintenance Engineer, Articulating End Dump.	\$43.99	30.95 + a
Litchfield	Morris	Power Equipment Operator: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	\$49.95	30.95 + a
Litchfield	Morris	Power Equipment Operator: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper, Rigger, Signalman; (minimum for any job requiring CDL license).	\$46.60	30.95 + a
Litchfield	Morris	Surveyor: Chief of Party	\$50.21	30.95 + a
Litchfield	Morris	Surveyor: Assistant Chief of Party	\$46.30	30.95 + a
Litchfield	Morris	Surveyor: Instrument Man	\$44.55	30.95 + a
Litchfield	Morris	Surveyor: Rodman or Chainman	\$38.34	30.95 + a
Litchfield	Morris	Sheet Metal Mechanics (Including HVAC Duct Installation) (Trade License required: SM-1,2,3,4,5,6)	\$38.70	25.18
Litchfield	Morris	HVAC Mechanics	\$16.94	1.49
Litchfield	Morris	Electricians (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2, V-1,2,7,8,9)	\$50.00	36.97+3% of gross wage
Litchfield	Morris	Glazier	\$30.16	10.10 + a
Litchfield	Morris	Painter	\$27.85	10.10 + a
Litchfield	Morris	Painter: Taper	\$28.33	10.10 + a
Litchfield	Morris	Laborers: General Laborers	\$25.74	15.86
Litchfield	Morris	Plumber/Pipefitter (Including HVAC Pipe Installation) (CT Occupational Trade License Required)	\$52.08	36.80

Commission on Human Rights and Opportunities (CHRO)

Contract Compliance Requirements – Notification to Bidders

This project is subject to state contract compliance requirements, including nondiscrimination statutes and spending allocation goals. The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f.

State law requires a minimum spending allocation goal of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the spending allocation goals.

Additional information, guidelines, training, and forms can be found on the CHRO website at:

[Contract Compliance Forms and Reports](#)

DOH STATE FUNDED HOUSING DEVELOPMENT
SUPPLEMENTARY CONDITIONS

This document contains contract requirements for the following: Equal Opportunity Employment, Non-Discrimination and Affirmative Action, Compliance with Executive Orders, Set Aside Requirements, Insurances, Bonds, Prevailing Wages, Change Orders, Off-site Storage of Materials,

The work to be performed under the contract (the "Contract") is being assisted by the State of Connecticut through the Department of Housing (DOH). As such, the project is subject to the following State requirements.

COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS. In the administration and execution of the Project, the Contractor shall comply with all pertinent provisions of local, State and Federal law applicable to it and/or its properties and/or its business.

EQUAL OPPORTUNITY EMPLOYMENT, NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In accordance with Connecticut General Statutes § 4a-60 and 4a-60a, the following provisions apply to the contract:

- A. The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection or retention of Subcontractors, or in the procurement of materials, equipment or services.
- B. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved.
- C. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (CHRO).
- D. The Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the CHRO, advising the labor union or workers' representative of the Contractor's commitments under these provisions, and to post copies of the notice in conspicuous places available to employees and applicants for employment, including posting on the project site.
- E. The Contractor agrees to comply with each of these provisions, sections 4a-60, 46a-68e and 46a-68f of the Connecticut General Statutes and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f and 46a-86.
- F. The Contractor agrees to provide the CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to these provisions and section 4a-60 and 46a-56 of the Connecticut General Statutes. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Owner, DOH and the CHRO and shall set forth what efforts he has made to obtain the information.

DOH STATE FUNDED HOUSING DEVELOPMENT
SUPPLEMENTARY CONDITIONS

G. The Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials under this Contract. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the CHRO, of its good faith efforts.

H. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

I. In all pre-contractual contacts between Contractor and any Subcontractor or Supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each Subcontractor or Supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination and each Subcontractor or Supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

J. The contractor shall include the provisions of paragraphs A through I in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a Subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the Connecticut General Statutes.

COMPLIANCE WITH EXECUTIVE ORDERS

The parties to the Contract, as part of the consideration hereof, agree that the following Executive Orders are incorporated herein by reference and made a part hereof.

(A) Executive Order No. 3. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, the Contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to the Contract. The parties to the Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees as part consideration hereof, that the Contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

(B) Executive Order No. 17. This Contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, the Contract may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to the Contract. The parties to the Contract, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall

DOH STATE FUNDED HOUSING DEVELOPMENT
SUPPLEMENTARY CONDITIONS

have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut Employment Service.

(C) Executive Order No. 16. This Contract is subject to, and Borrower hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Contract may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

(D) Executive Order No. 14 and Executive Order No. 49. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14 or 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Grantee's request, the State shall provide a copy of these orders to the Grantee.

The parties agree to abide by said Executive Orders and agree that the State of Connecticut shall have continuing jurisdiction in respect to Contract performance in regard to prevention of violence in the workplace, until the Contract is completed or terminated prior to completion.

SET-ASIDE REQUIREMENTS

A. Definitions - Wherever used in any of the Contract Documents, the following meanings shall be given to the terms to be found.

1. The term "Small Contractor (SC)" means any Contractor, Subcontractor, manufacturer or service company: (A) which has been doing business under the same ownership and management and has maintained its principal place of business in the state for a period of at least one year prior to the date of application for certification as a Small contractor; (B) which had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application; and (C) at least fifty-one percent (51%) of the ownership of which is held by a person or persons who exercise operational authority over the daily affairs of the business and have the power to direct the management and policies and receive the beneficial interests of the business.

2. The term "Minority Business Enterprise (MBE)" means any Small Contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons (i) who exercise operational authority over the daily affairs of the enterprise, (ii) who have the power to direct the management and policies and receive the beneficial interest of the enterprise, and (iii) who are members of a minority, as defined below, or (B) who is an individual with a disability.

3. The term "minority", as used in the Contract Documents, means:

- a. Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin;
- b. Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, and all persons having origins in the Iberian Peninsula, including Portugal, regardless of race;

DOH STATE FUNDED HOUSING DEVELOPMENT
SUPPLEMENTARY CONDITIONS

- c. Women;
- d. Asian Pacific American and Pacific Islanders; or
- e. American Indians and persons having origins in any of the original peoples or North American and maintaining identifiable tribal affiliations through membership and participation or community identification.

B. The Contractor shall cooperate with the Owner and the Department of Housing (DOH) in implementing the Contract obligations concerning Small Contractors and Minority Business Enterprises' utilization on the project. The Contractor shall also cooperate with the Owner and DOH in reviewing the contractor's activities related to this provision while under Contract.

C. The Contractor shall designate a Liaison Officer who will administer the Contractor's Set-Aside program. The name of the Liaison Officer will be made known to the Owner and DOH.

D. The Contractor shall make a good faith effort to meet the following Set-Aside goals. The Contractor shall award, in the aggregate, at least twenty-five percent (25%) of the total awarded contract value of this Contract to certified Small Contractors. Of this amount, twenty-five percent (25%) shall be awarded to certified Minority Business Enterprises. Small Contractors and Minority Business Enterprises shall be certified by the Connecticut Department of Administrative Services (DAS) as eligible for set-aside contracts. The award of contracts must be on competitive bases.

E. The award to Small Contractors shall be in the form of: (1) Subcontracts with Small Contractors for work to be performed as part of the Contract; (2) Contracts with Small Contractors for the procurement of materials, equipment or services; or (3) any combination of (1) and (2) totaling not less than twenty-five percent (25%) of the total Contract. The award to Minority Business Enterprises shall be in the form of: (1) Subcontracts with Minority Business Enterprises for work to be performed as part of the Contract; (2) Contracts with Minority Business Enterprises for the procurement of materials, equipment of services; or (3) any combination of (1) and (2) totaling not less than twenty-five percent (25%) of the total Contract award to Small Contractors.

F. Compliance with this provision may be fulfilled when the Small Contractors and Minority Business Enterprises perform work on the Contract as an approved Subcontractor or provide materials, equipment, or services related to the Contract as an approved supplier and have received payments amounting to at least the percentages specified herein. A Small Contractor(s) awarded a Contract or a portion of a Contract under this section shall perform not less than fifteen percent (15%) of the work with his own forces. A Subcontractor(s), eligible for award under this section of a Small Contractor, shall perform not less than twenty-five percent (25%) of the work with his own forces. A Small Contractor(s) awarded a Contract or a portion of a Contract under this section shall not subcontract with any business with which said Small Contractor(s) has interlocking ownership, management or employees. The submission of releases, receipts or affidavits, pursuant to the terms of the Contract, shall be taken as prima facie evidence that the Contract requirements of this paragraph have been satisfied. This special provision is in addition to all other equal employment opportunity requirements of this Contract.

DOH STATE FUNDED HOUSING DEVELOPMENT
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G. All records must be retained for a period of three years following completion of the work and shall be available at reasonable times and places for inspection by authorized representatives of the Owner and DOH. The DOH or its' Commissioner may conduct an audit of the records of any Small Contractor(s) or Minority Business Enterprises(s) which applies for or is awarded a set-aside contract for the purpose of determining eligibility for awards or compliance with the set-aside requirements.

H. Compliance and Sanctions:

1. Whenever DOH has reason to believe that a Contractor or Subcontractor awarded a set-aside contract has willfully violated any provision of this section, DOH may send a notice to such Contractor or Subcontractor by certified mail, return receipt requested. Such notice shall include: A) a reference to the provision alleged to be violated; B) a short and plain statement of the matter asserted, C) the maximum civil penalty that may be imposed for such violation; and D) the time and place for the hearing.

2. The DAS Set-Aside Unit shall hold a hearing on the violations asserted unless such Contractor or Subcontractor fails to appear. If after the hearing the awarding agency finds that the Contractor or Subcontractor has willfully violated any provision of the set-aside Contract payments to the Contractor or Subcontractor and may, in its discretion, order that a civil penalty not exceeding ten thousand dollars (\$10,000) per violation, be imposed on the Contractor or Subcontractor. If such Contractor or Subcontractor fails to appear for the hearing, the DAS Set-Aside Unit may, as the facts require, order that a civil penalty not exceeding ten thousand dollars (\$10,000) per violation be imposed on the contractor or subcontractors. The DAS Set-Aside Unit shall send a copy of any order issued pursuant to this section by certified mail, return receipt requested, to the contractor or subcontractor named in such order. The DAS Set-Aside Unit may cause proceedings to be instituted by the Attorney General for the enforcement of any order imposing a civil penalty issued under this section.

I. Nothing contained herein is intended to relieve any Contractor from compliance with all applicable Federal and State legislation or provision concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of its Contract on this project.

INSURANCES

A. DOH shall be named as an additional insured for the required insurances. All Insurance policies for which DOH has an insurable interest must include the following endorsement: DEPARTMENT OF HOUSING, "A.T.I.M.A." (as their interest may appear), 505 Hudson Street, Hartford, CT, 06106. All Certificates of Insurance must contain the project name and address. The insurance shall be placed with such Insurance Company having a rating of "B+" or better as per the latest edition of Best's Rating Guide.

B. Certificates of Insurances are required before an exposure to loss can occur. The policy or policies shall be submitted to the Owner and DOH for examination. In the event the form of any policy or certificate, or the amount of the insurance, or the companies writing same, are not satisfactory to the Owner and DOH, the Contractor will secure other policies or certificate, in form and amount, and with companies satisfactory to be canceled or permit them to lapse. All insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation, or to a reduction in the required limits of liability or amounts of insurance, until written notice has been mailed to the Owner and DOH, stating when, not less than thirty (30) days thereafter, such cancellation or reduction shall be effective.

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Contractor's Liability Insurance

A. The Contractor shall carry the insurance coverages as indicated in the attached INSURANCE MATRIX - APPENDIX A.

Property Insurance

A. The contractor shall effect and maintain builders risk insurance in the amount of 100% of the replacement cost of the completed finished building against loss by fire, lightning, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, aircraft, smoke, vehicle, damage, vandalism and malicious mischief, upon all work in place, and all materials stored at the building site; whether or not same is covered by partial payments made by the Owner. This insurance shall be in an amount equal to the full insurable value thereof at all times, and shall be for the benefit of the Owner, the Contractor, each subcontractor, and the State of Connecticut as their interest may respectively appear. This insurance shall be placed with such company or companies as may be acceptable to the Owner and DOH. Certificates of Insurance shall be furnished to these same parties (through the Owner) prior to signing the construction contract.

BONDS

PERFORMANCE AND PAYMENT BONDS / COMPLETION ASSURANCE AGREEMENT

A. The Contractor shall furnish Performance and Payment Bonds in the penal sum of one hundred percent (100%) of the total amount of the contract. Said bonds shall be in forms acceptable to the Owner and DOH, and must be from a surety company with a B+ or better rating by Best and licensed to do business in the State of Connecticut.

2. A Completion Assurance Agreement with a Letter of Credit may be accepted in lieu of the Performance and Payment Bonds. The Contractor, Owner, and DOH will sign a Completion Assurance Agreement. Said agreement will clearly explain the duties and responsibilities of all parties to the agreement and set the guidelines for establishing a Completion Assurance Fund. The Completion Assurance Fund will be in a form acceptable to the Owner and DOH, and issued to the Owner and DOH as dual obligees.

The Letter of Credit, in a form satisfactory to the Owner and DOH, shall be in an amount equal to ten percent (10%) of the contract for any contract that is less than two hundred fifty thousand dollars and in an amount equal to twenty-five percent (25%) of the contract for any contract that exceeds two hundred fifty thousand dollars.

The Letter of Credit shall be reduced by one half as of the date the certificate of completion and acceptance is issued and shall be retained by the Owner for one year from the date of issuance of the certificate.

C. Said Performance and Payment Bonds or Completion Assurance Agreement with a Letter of Credit shall be furnished and said Contract shall be executed and delivered by the selected Contractor, within fifteen (15) days after the notice of the contract award has been mailed or delivered to the Contractor by the Owner.

DOH STATE FUNDED HOUSING DEVELOPMENT
SUPPLEMENTARY CONDITIONS

PREVAILING WAGE RATES

INSERT THE FOLLOWING IF APPLICABLE TO THE PROJECT:

A. In accordance with the General Statutes of the State of Connecticut, the wages paid to any mechanic, laborer or workman employed by the Contractor or any of his subcontractors under the Contract shall be a rate equal to the established rate prevailing within the jurisdiction of the Owner, for the same work in the same trade or occupation, in accordance with the schedule included in the Project Manual. These rates are secured from the Director of the Minimum Wage Division at the *State Labor Department, 200 Folly Brook Boulevard, Wethersfield, Connecticut*. The Contractor agrees to pay his employees these rates during the progress and completion of the Contract.

(Insert wage rates as furnished by the State Labor Department)

CHANGE ORDERS

- A. All change orders for DOH funded projects with or without 4% or 9% LIHTC **and** no financing or bonds through CHFA, must be submitted for DOH review and justification determination/approval using the DOH change order process prior to submission to DOH project managers or contingency holder for payment. See Appendix B for guidelines and forms.
- B. For DOH projects with CHFA financing or Bonds, copies of all CHFA approved change orders must be submitted to DOH project managers with related payment requisitions.

OFF SITE STORAGE OF MATERIALS

- A. DOH will consider payment of offsite stored materials up to 50% of value, purchase price on a case-by-case basis to mitigate costs. See Appendix C for requirements and guidelines.

Agreed to by:

Name of Contractor

Signature

Date

Name (type or print)

Title

DOH STATE FUNDED HOUSING DEVELOPMENT
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APPENDIX A

INSURANCE MATRIX

MINIMUM COVERAGE	LIMITS
A) Comprehensive General Liability Form with Broad Form CGL Endorsement and Non-owned & Hired Auto.	A) \$1,000,000 Occurrence
B) Commercial Auto Liability, if applicable.	B) \$1,000,000
C) Contractor's Protective Liability.	C) \$1,000,000
D) Worker's Compensation & Employer's \$1,000,000/accident Note: When lead based and/or asbestos abatement work is undertaken, direct & damages arising from these activities covered.	D) Bodily injury by accident Liability Bodily injury by disease \$1,000,000/employee indirect Bodily injury by disease must be \$1,000,000 policy limit or \$100,000/\$500,000/\$100,000 when not involving hazardous material abatement.
E) Certificates of insurance for all subcontractors' Compensation & Employer's Liability lead based and/or asbestos work is undertaken, direct & indirect arising from these activities must be covered.	E) Bodily injury by accident Workers \$1,000,000/accident Note: When Bodily injury by disease abatement \$1,000,000/employee damages Bodily injury by disease \$1,000,000 employee or \$100,000/\$500,000/\$100,000 when not involving hazardous material abatement.
F) X.C.U. Liability Endorsement, when any required.	F) \$1,000,000 digging is
G) Builder's Risk Policy, Value Form.	G) 100% Replacement Cost. Completed

DOH STATE FUNDED HOUSING DEVELOPMENT
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APPENDIX B

CHANGE ORDERS

DOH will review the eligibility of each change order and advise the funding recipient as to its appropriateness. All change orders must be within the scope of the work approved by the Bond Commission and or assistance agreement.

The change order must be justifiable as per construction contract terms and agreements, drawings, specifications, and any other documents relative to the contracted scope of work.

Change orders that include a physical alteration such as change of materials, change of building plans, or change of site plans must not have any negative impact on the approved environmental review or any mitigation conditions. Change orders must not compromise the project's requirements for all building codes and standards, federal requirements where applicable, and DOH/CHFA design standards.

Contingency Reserve and construction completion level are also considered for approvals.

All Change Orders must comply with all applicable local, state, and federal codes, DOH/CHFA design standards and maintain quality.

DOH will not authorize payment for unjustifiable change orders but is open to negotiations.

Requests for change orders must be submitted to DOH Project Manager with request for payments.

DOH will only release payment for change orders approved prior to the start of work.

Proceeding with work without DOH notification and approval is at your OWN risk.

The change order, after a review and decision by DOH will be forwarded to the development team.

Each **PROPOSED** Change Order request must include:

- The DOH Change Order Request Form & Log.
- A detailed brief written description of the proposed work and its cause, with a justification, opinion prepared by the Architect and signed by the Architect, Owner and Contractor.
- Back-up, itemized documentation such as receipts, quotes, bids.
- Digital Documentation (Photos) with descriptions
- An updated schedule if work will affect project completion date, critical path.
- A list of all trades impacted due to the change.

Justifiable change orders (other conditions may apply)

- Unforeseen conditions at the job site, such as obstructions that could not be planned for.
- Alternatives Adds and Deletes indicated in the executed Construction Contract.
- Economically Betterment that reduce long term maintenance. after 90% of work is complete.
- Approved Value Engineering
- Changes in the applicable state or local codes, ordinances, etc. after financial closing.
- Emergency due to threat to life or, property that will stop construction.

DOH STATE FUNDED HOUSING DEVELOPMENT
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APPENDIX B (continued)

Unjustifiable Change Orders, (other conditions may apply) least likely to be approved

- Ambiguity in the drawings
- Errors or omissions in the scope, drawings
- Inaccurate specifications in the original designs or contract
- Workers or materials that do not arrive or come late to the site
- Faulty budgets and schedules
- Contractor or sub-contractor errors or damages to completed construction
- Cost Increases (negotiable)
- Changes that are not in the original scope of work
- Changes that are not in the approved Bond Commission scope of work.
- Loss of deposits, additional fees, or non-delivery of materials.

Markups

Change orders for material cost increases alone should not include additional mark-ups for General Conditions, Overhead & Profit.

Overhead and profit shall not exceed the limits utilized for the base contract.

Change Order Credit

A credit change order occurs when a change in the scope of work requires the contractor to issue a credit against the contract (Hard Cost). Use of these funds may be at the owner's discretion per DOH review and approval.

DOH STATE FUNDED HOUSING DEVELOPMENT
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APPENDIX C

OFFSITE STORAGE OF MATERIALS

DOH ATS will consider approval of payment of offsite stored materials up to 50% of value, purchase price on a case-by-case basis to mitigate costs with the following requirements:

- Construction Contract to include requirements at A101 Article 5.1.6.1 or A102 Article 7.5.5 with an Exhibit to the Contract showing all approved materials, amounts, off site stored locations.
Please note for federally funded (HUD) projects, there is a 10% required holdback for payment of stored materials.
- Insurance, including, but not limited to, casualty and theft for the stored materials. DOH shall be named as insured to the extent of payment for stored materials. Insurance must cover material in transit until successful installation on the site.
- Bonding Company must provide consent to the off-site storage; storage facility must be a bonded warehouse.
- UCC-1s for stored materials creating a security interest for DOH (to the dollar amount)
- The storage facility and all stored materials must be available for **Inspection by the DOH Construction Specialist**.
- **Contractors Schedule/Summary of Store Materials** –must be completed and attached to each monthly requisition. All new inventories must be accompanied by copies of invoices or paid receipts. Federal funded projects may use HUD Forms 51003/4 Summary and Schedule of Stored Materials.
- **Maximums** for amount of stored material, maximum storage per project, and maximum time in storage is set at DOH discretion.

Identify Materials for Pre-Purchase/Storage and attach a proposed list of off-site Stored Materials and Estimated Values for each. Include any invoices, quotes, estimates or other supporting documentation for costs.

Provide Address of storage facility, cost, and anticipated length of use. DOH prefers that all off-site stored materials are in the same facility unless the type of material requires separate storage accommodations.

Provide a schedule to include purchase date, delivery date to warehouse and anticipated delivery date to site.

Provide name of transport to warehouse. Will transporter unload or contractor if not contractor transport?

Provide name of transport from off-site storage to site.

Provide Bonding Company consent for off-site storage.

DEPARTMENT OF HOUSING

PROJECT SIGN – State Funds

8'-0"



NAME OF THE PROJECT



NAME OF THE SPONSOR /DEVELOPER

Through and in cooperation with the

STATE OF CONNECTICUT
NED LAMONT, GOVERNOR

Department of Housing
Seila Mosquera-Bruno, Commissioner

Name of Architect



Name of General Contractor

4" - 0"

SIGN PANEL: 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

COLORS: ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

TYPEFACE: HELVETICA MEDIUM

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

STATE SEAL & LOGO: ATTACHED

