

INVITATION TO BID

For

**CDBG WINDOW REPLACEMENT AT
HOFFMAN SUMMERWOOD SENIOR LIVING
FACILITY**



INFORMATION

CDBG WINDOW REPLACEMENT AT
HOFFMAN SUMMERWOOD SENIOR LIVING FACILITY
160 Simsbury Rd
West Hartford, CT

ARCHITECT

DON HAMMERBERG ASSOCIATES ARCHITECTS
772 Farmington Ave
Farmington, CT 06032

PROJECT MANAGER

MADELENE FRANCESE
MFRANCESE@HEBREWSENIORCARE.ORG
860-523-3994
PROJECT ADMINISTRATOR

Project Narrative

As part of the CDBG Grant provided to Hebrew Life Choices Inc. is seeking a contractor to supply all labor, materials, equipment, services, insurance (with specific coverage for work on lead), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications for the removal and replacement of windows as defined in the scope of work.

The bidder is asked to provide inclusive price (all labor, materials, equipment, services, insurance and bonding) to remove and replace approximately 100+ windows on a per window price. Funding may dictate actual quantity of windows replaced.

As mentioned, this is CDBG funded therefore Davis Bacon requirements shall be met. This will meet State of Connecticut Prevailing Wage criteria.

INVITATION TO BID

Sealed bids marked “**CDBG WINDOW REPLACEMENT AT HOFFMAN SUMMERWOOD SENIOR LIVING FACILITY BID**” will be received at the office of the Hebrew Life Choices Inc (DBA Hoffman SummerWood) 160 Simsbury Road, West Hartford, CT 06117 until **2:00 pm on February 28, 2023** at which time they will be publicly opened and read. Specifications can be retrieved at the Summerwood Office or at www.hoffmansummerwood.org.

A pre-bid conference will be held on February 13, 2023 at 10:00 AM at Hoffman Summerwood Senior Living Facility, 160 Simsbury Rd, West Hartford, CT at which time questions concerning the project will be answered. Prospective bidders are encouraged to attend the pre-bid meeting as this will be the only opportunity to verbalize questions relative to this project and view the job site with the project team. Attendees will adhere to COVID19 recommendations.

State law requires a minimum 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, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

All Bidders must file with their bid a bid bond, certified or treasurer's check in the amount of 10% of the total of the base bid made payable to the Hoffman SummerWood.

Performance and Labor and Material Payment bonds in the amount of 100% of the contract price will be required of the successful bidder if the contract pursuant to this request for bids exceeds \$50,000.00.

No bid may be withdrawn for a period of ninety (90) days after the opening of bids without the approval and written consent of Hoffman SummerWood.

The right is reserved to reject any and all bids, to waive any informality in the bidding and to make awards in any manner that is the most beneficial to Hoffman SummerWood.

General Scope of Work

Permits:

A CT licensed general contractor shall apply for applicable building permit with the Town of West Hartford Building Department. Contractor shall have Proof of Workers Compensation. Work shall not commence until Permit has been issued.

Testing:

Prior to removal of windows, Contractor shall test a typical window to be replaced (paint, caulk) for the presence of lead. Should lead be present, Contractor shall refer to the CT State Department of Public Health for guidance on proper methods for abatement and disposal prior to any work being done.

Site/Dumpster:

Contractor shall be responsible for obtaining a dumpster for disposal of all materials. Dumpster shall be sized appropriately so that it does not impede on the facilities around the property. Location of dumpster shall be coordinated with Facilities manager and dumpster shall be removed/emptied when maximum capacity has been reached. All areas of work shall be broom swept/raked/cleaned, etc. at the end of the workday. Site shall be kept clean of all debris. Building materials shall be secured and stored neatly and in a location that does not pose a hazard to those who live/work at the facility and shall be appropriately protected from the elements. If storage of windows and/or building materials will be onsite in a container (Conex box or other), location shall be coordinated with Facilities Manager.

Window Specification:

- Insert Window: Andersen 100 Series Single-hung (alternate equivalent to be approved by architect or Building owner):
- Material: Fibrex
- Jamb Liner: White
- Color: Exterior/Interior: White/White
- Hardware: Standard Lock & Keeper, White
- Classic Series sash Lift, White (2 per sash)
- Window Opening Control Device (required at all windows above ground floor)
- Grilles: "Colonial" Style, ¾", Finelight (grilles between the glass) w/ Exterior Applied (FLE)
- Glass: Low-E4 Smartsun w/ Heatlock (U-value = 0.25/SHGC = 0.19), Energy Star
- Screen: Andersen 'TruScreen', White frame
- Accessories: Exterior Stop Covers
- Sizing: - Openings for all windows being replaced shall be field measured.
 - Measure inside width of old window frame from jamb to jamb in three places (top, middle & bottom), use smallest measurement.
 - Measure height from top of sill to underside of head jamb in three places (left, middle & right), use smallest measurement.
 - Check squareness of window by measuring the diagonals from corner to corner. If frame is more than ¼" out of square, frame may require adjustments. If frame is significantly out of square such that adjustments to frame won't allow insert to be installed level and square, a full frame replacement may be necessary.
 - Determine slope of sill w/ angle measuring tool.
 - New Insert window unit should be 3/8" narrower in width than the smallest dimension and 1/4" shorter than the smallest opening height.

Alternate Insert Option: Andersen 400 Series Tilt-wash Double Hung (same options/accessories as 100 Series)

Installation Procedure:

- From the interior:
 - Carefully remove interior stops, cut paint joint at casing with utility knife, save for re-use.
 - remove upper and lower sashes.
 - remove jamb liners.
 - remove any exposed nails/screws, etc. in existing window frame.
 - examine frame for rot/damage, cut out sections as necessary and replace.
 - Dry-fit insert window in frame and check for proper fit, verify sashes move freely.
 - apply a bead of sealant (OSI Quad Max Exterior/Interior Window, Door & Siding Sealant, White) at the inside corner of the sill and stool.
 - raise the bottom sash of window and tip the window into place, then pull the sill tight to the stool.
 - fasten the window to the jamb with the supplied screws into the predrilled holes in the liner in the frame, do not fully tighten.
 - check that window is level and square, shim as needed (shims should be included in installation kit), then tighten installation screws.
 - Test to make sure upper and lower sash operate and tilt properly, then return sashes to closed position and lock.
 - insulate between insert and frame with low expansion foam (Great Stuff Pro Window and Door Insulating Foam Sealant), fill large gaps with several small beads rather than filling all at once, overfilling may affect proper operation of window.
 - Reinstall interior trim stops (replace any that were damaged during removal).
 - insert installation hole plugs in the jamb liner.
 - caulk joint between re-installed stop and casing (ALEX Fast dry acrylic latex caulk plus silicone, white), repaint with a Urethane Enamel trim paint (semi-gloss finish), match existing color, paint entirety of trim as necessary to ensure color/finish is seamless.

From the Exterior:

- insert provided foam backer rod between the frame and the opening.
- apply sealant (OSI Quad Max) to full perimeter of the window.
- apply exterior stop covers.
- apply sealant between exterior casing and the stop covers.

Windows to be replaced:

Quantity: Contractor shall gather pricing for ancillary items (dumpster, permit fee, etc.) and subtract that from Grant amount. Contractor shall determine the cost to replace a typical window (window, materials, labor, etc.) and divide remainder of Grant amount by that total cost to determine approx. number of windows that can be replaced.

The Facilities Manager (FM) has assessed all windows within the facility and determined that 340 of the 683 windows should be replaced. Based on number of windows that can be replaced within the budget, the FM will determine those of which are a priority and replace the allotted number of windows.

- where there are multiple mulled windows, all shall be replaced in that unit.
- where windows are adjacent to each other on the same wall within the same room, all shall be replaced to maintain a consistent look.

Bid of _____, BIDDER,
(Name of Bidder)

FOR "CDBG WINDOW REPLACEMENT AT HOFFMAN SUMMERWOOD SENIOR LIVING FACILITY"

The undersigned proposes to furnish all labor, materials and equipment, and to perform all work described in the Contract Bidding Documents for "**CDBG WINDOW REPLACEMENT AT HOFFMAN SUMMERWOOD SENIOR LIVING FACILITY**" in accordance with the Contract Bidding Documents for the amounts shown herein under Schedule of Bids.

Receipt acknowledged of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any Bid.

It is further understood and agreed that this Bid shall be irrevocable for ninety (90) calendar days after Bid receipt date.

SCHEDULE OF BIDS

- A. **Base Bid No. 1** for furnish all labor, materials, equipment and services required for **“CDBG WINDOW REPLACEMENT AT HOFFMAN SUMMERWOOD SENIOR LIVING FACILITY”** in the unit price of:

Dollars (\$ _____)

Base Bid: Approx. 100 (windows) x _____ (unit price) = Total Bid Amount \$ _____

- B. **Alternate No. 1** for furnish all labor, materials, equipment and services required for **“CDBG WINDOW REPLACEMENT AT HOFFMAN SUMMERWOOD SENIOR LIVING FACILITY Alternate** in the unit price of:

Dollars (\$ _____)

Alternate: Approx. 100 (windows) x _____ (unit price) = Total Bid Amount _____

CONTRACT TIME

The undersigned Bidder will accomplish all Work required by the Contract Bidding Documents and will provide Substantial completion by **May 1, 2023**, and will provide the Project, ready for Final Completion, by **June 1, 2023**

BIDDER QUALIFICATIONS

- A. If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of _____, having its principal office at _____. The Principal officers of said Corporation, with their titles and addresses, are as follows:

All persons interested in the Bid as principals are to be named above.

- B. Bid must be accompanied by either a certified check, treasurer's check or a Bid Bond, as provided in the Invitation to Bid. If a check is enclosed herein, fill out the following:

(Name of Bank) (Address of Bank)

(Amount of Check)

- C. Attached hereto are two forms entitled "Summary of Work History". The Bidder is required to complete Form 1 and 2.
- D. The Bidder is required to submit a Certificate of Insurance in amounts and types specified in Insurance Exhibit or provide a letter from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing.
- E. Contract award will be by Hebrew Life Choices Inc. The parties shall enter into an Agreement in substantially the same form as the attached subject to technical and other modifications as the parties mutually agree. A purchase order shall be issued by the Town subsequent to the execution of the Agreement.
- F. The Contractor by executing this Bid agrees and represents that no person acting for or employed by the Hebrew Life Choices Inc is directly or indirectly interested in the Bid or proposed Agreement or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of the Owner.
- G. The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Hebrew Life Choices Inc.
- H. The Contractor shall employ a full time, on-the-job Project Superintendent as his representative.
- I. The Contractor and/or Subcontractor offers and agrees to assign to Hoffman SummerWood all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time Hoffman SummerWood awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to Hoffman SummerWood its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Project manager of suspected anti-trust violations and claims.
- J. The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the indemnification and insurance exhibit.
- K. Substantial completion must be achieved by May 1, 2023 and final completion must be achieved by June 1, 2023. The Contractor shall pay the Owner liquidated damages in the amount of Three Hundred Dollars (\$300.00) per calendar day, which sum is hereby agreed upon, and shall be assessed not as a penalty, but as liquidated damages which the Owner shall suffer by reason of such default. The Owner and Contractor shall acknowledge that failure to effect substantial completion as noted above will precipitate inconvenience and disruption. The Owner and Contractor shall acknowledge that such damages are uncertain or difficult to prove and that the amounts established herein are reasonable assessment of these damages.

BIDDER:

COMPANY

Bidder must sign. Failure to provide an original signature will result in rejection of the bid.

®

SIGNATURE BY DULY AUTHORIZED
(SEAL)

PRINT OR TYPE NAME

The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to Hoffman SummerWood to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to Hoffman SummerWood.

TITLE

DATE

ADDRESS

TELEPHONE

FAX #

E-MAIL

VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

Insurance Statement

TO: Madelene Francese, Project Manager

FROM:

CLIENT:

DATE:

Dear Mrs. Francese:

In accordance with the contract bidding documents, please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in the Insurance Exhibit.

Signature
Authorized Insurance Agent or Broker

Contractor further understands and agrees to comply with the insurance provisions required in the attached insurance exhibit and will provide a Certificate of Insurance, with the required limits and additional insured language, to the Hebrew Life Choices Inc in compliance with the bid document. By signing this document, it is understood, that should we not be able to comply with the necessary insurance requirements, our company will be disqualified from this contract award.

Authorized Signature

Date

Printed Name

LABOR REQUIREMENTS

This project will meet prevailing wage criteria for both the State of Connecticut and Davis Bacon

PREVAILING WAGE RATES

The Contractor shall certify in writing and under oath to the Labor Commissioner the pay scale to be used by the Contractor and any Subcontractors. The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than FOUR HUNDRED thousand dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars. The Contractor shall fully comply with all provisions of Connecticut General Statutes (CGS) 31-53 and shall be subject to such sanctions mandated for violations of said Public Act.

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in CGS 31-53 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

The contractor shall not be paid in accordance with the payment provisions of these Contract Bidding Documents unless the contractor is in full compliance with the mandates of CGS 31-53.

Bidders are further advised that if the initial consideration due and payable pursuant to the Contract exceeds the mandatory limits at which prevailing wages rates are required, then the contractor and any subcontractors shall pay the appropriate prevailing wages retroactive to the date of commencement of work on the project. The contractor shall not receive any additional compensation from the Owner as a result of an occurrence of the aforementioned event.

NOTICE ON EQUAL ACCESS
Regardless of Sexual Orientation,
Gender Identity, or Marital Status for
HUD's Community Planning and Development Programs

Hebrew Life Choices, Inc dba Hoffman Summerwood Senior Living Facility has been granted CDBG Funding from the Town of West Hartford which is funding from the U.S. Department of Housing and Urban Department's (HUD) Office of Community Planning and Development (CPD) and MUST comply with the following REQUIREMENTS:

- Determine your eligibility for assistance regardless of your sexual orientation, gender identity, or marital status , and must not discriminate against you because you do not conform to gender or sex stereotypes (i.e., because of your gender identity);
- Grant you equal access to CPD programs or facilities consistent with your gender identity, and provide your family with equal access;
- MUST NOT ask you to provide anatomical information or documentary (like your ID), physical, or medical evidence of your gender identity; and
- Take non-discriminatory steps when necessary and appropriate to address privacy concerns raised by any residents or occupants, including you.

If you think this program has violated any of these requirements, including any denial of services or benefits, **contact your local HUD office for assistance with alleged violations of HUD program regulations. Local offices can be found at:**

[http:// portal.hud.gov/ hudportal/ HUD?src=/ program offices/field policy mgt/localoffices](http://portal.hud.gov/hudportal/HUD?src=/program_offices/field_policy_mgt/localoffices)

If you believe you have experienced housing discrimination because of race, color, religion, national origin, disability, or sex, including discrimination because of gender identity, contact 1-800-669-9777 or file a written complaint with HUD at: www.hud.gov "file a discrimination complaint". Persons who are deaf, hard of hearing, or have speech impairments may file a complaint via TTY by calling the Federal Information Relay Service at (800) 877-8339.

To better understand HUD's requirements, the following definitions apply:

- Sexual orientation means one's emotional or physical attraction to the same and/or opposite sex (e.g. homosexuality, heterosexuality, or bisexuality).
- Gender identity means the gender with which a person identifies, regardless of the sex assigned to that person at birth and regardless of the person's perceived gender identity.
- Perceived gender identity means the gender with which a person is perceived to identify based on that person's appearance, behavior, expression, other gender related characteristics, or sex assigned to the individual at birth or identified in documents.

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)(ii) 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)(B) 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 5.5(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. §§ 287, 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, 83 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.

WAGE DETERMINATIONS

Davis-Bacon Act WD # CT20230021

Wage Determination

Modification #

1

Construction

Building

Last Revised Date

Jan 13, 2023

States and Counties

State

Connecticut

Counties

Hartford

Document

Print [Download](#)

"General Decision Number: CT20230021 01/13/2023

Superseded General Decision Number: CT20220021

State: Connecticut

Construction Type: Building

County: Hartford County in Connecticut.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0033-002 06/01/2022

Rates

Fringes

HEAT & FROST INSULATOR
(Includes Duct, Pipe and
Mechanical Systems).....

\$ 44.57

31.79

BRCT0001-001 01/03/2022

Rates

Fringes

BRICKLAYER.....\$ 37.75

34.62

BRCT0001-002 01/03/2022

Rates

Fringes

BRICK POINTER/CAULKER/CLEANER....\$ 37.75

34.62

BRCT0001-005 01/03/2022

Rates

Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 37.75

34.62

CARP0326-024 05/02/2022

Rates

Fringes

FLOOR LAYER: Carpet Only.....\$ 36.07

26.15

CARP0326-025 05/02/2022

Rates

Fringes

FLOOR LAYER: Hardwood Floors
Only.....

\$ 36.07

26.15

CARP0326-027 05/02/2022

Rates

Fringes

CARPENTER (Scaffold Builder).....\$ 36.07

26.15

CARP0326-028 05/02/2022

Rates

Fringes

CARPENTER (Includes
Acoustical Ceiling
Installation, Drywall
Hanging, Form Work, and Metal
Stud Installation).....\$ 36.07 26.15

ELEC0035-014 06/01/2022

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 41.75	3%+31.47

* ELEV0091-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.42	37.335+a+b

FOOTNOTE:

a.Vacation: 6%/under 5 years based on regular hourly rate for
all hours worked. 8%/over 5 years based on regular hourly
rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence
Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday
after Thanksgiving Day; and Christmas Day.

ENGI0478-004 04/03/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe).....	\$ 44.86	26.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day and Christmas
Day, provided the employee works 3 days during the week in
which the holiday falls, if scheduled, and if scheduled,
the working day before and the working day after the
holiday.

ENGI0478-005 04/03/2022

	Rates	Fringes
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POWER EQUIPMENT OPERATOR
(Bulldozer)

Finegrade (Slopes, Shaping, laser or GPS, etc.).....	\$ 44.86	26.80
Rough Grade Dozer.....	\$ 43.38	26.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

ENGI0478-012 04/03/2022

	Rates	Fringes
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POWER EQUIPMENT OPERATOR (Crane under 100 ton rated capacity)).....	\$ 49.06	26.80
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PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

ENGI0478-016 04/03/2022

	Rates	Fringes
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POWER EQUIPMENT OPERATOR (Loader - 7 cubic yards or over).....	\$ 46.07	26.80
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PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

IRON0015-010 06/06/2022

	Rates	Fringes
IRONWORKER (Reinforcing, Structural, Ornamental).....	\$ 39.70	38.77

LABO0230-001 04/03/2022

	Rates	Fringes
LABORER		
Common or General.....	\$ 32.00	24.40
Mason Tender- Cement/Concrete.....	\$ 32.50	24.40

PAIN0011-014 06/01/2022

	Rates	Fringes
GLAZIER.....	\$ 40.78	23.40

PAIN0011-021 06/01/2022

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 37.22	23.55

PAIN0011-023 06/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 37.97	23.55

PLUM0777-001 06/01/2021

	Rates	Fringes
PLUMBER.....	\$ 45.83	33.50

PLUM0777-003 06/01/2021

	Rates	Fringes
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PIPEFITTER.....	\$ 45.83	33.50
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PLUM0777-004 06/01/2021

	Rates	Fringes
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PLUMBER (HVAC Pipe Installation).....	\$ 45.83	33.50
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ROOF0009-001 06/01/2021

	Rates	Fringes
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ROOFER

Composition.....	\$ 38.90	21.85
Slate and Tile.....	\$ 39.40	21.85

* SFCT0669-002 01/01/2023

	Rates	Fringes
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SPRINKLER FITTER.....	\$ 47.55	29.94
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SHEE0040-001 07/01/2021

	Rates	Fringes
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SHEET METAL WORKER (Including HVAC Unit Installation).....	\$ 40.08	40.53
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SHEE0040-002 07/01/2021

	Rates	Fringes
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SHEET METAL WORKER (Metal Flashing and HVAC Duct Installation Only).....	\$ 40.08	40.53
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SHEE0040-008 07/01/2021

	Rates	Fringes
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SHEET METAL WORKER (Metal Roofs Installation).....	\$ 40.08	40.53
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TEAM0677-001 04/03/2022

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 31.39	28.78

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

History

- Jan 13, 2023CT20230021 - Modification 1
- Jan 13, 2023CT20230021 - Modification 0

Project: Window Replacement at Hebrew Life Choices Building

**Minimum Rates and Classifications
for Building Construction**

ID#: 23-43780

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: West Hartford

State#:

FAP#:

Project: Window Replacement at Hebrew Life Choices Building

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	44.57	31.79
2) Boilermaker	45.21	29.05
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	39.4	34.62 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	41.9	28.75

-----LABORERS-----

As of: January 12, 2023

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	32.0	24.40
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	32.25	24.40
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.5	24.40
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	33.0	24.40
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.75	24.40
4e) Group 6: Blasters, nuclear and toxic waste removal.	35.0	24.40
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	33.0	24.40
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	30.28	24.40
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.74	24.40
4i) Group 10: Traffic Control Signalman	18.0	24.40
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	36.07	26.15

As of: January 12, 2023

5a) Millwrights	37.02	27.66
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	41.75	31.47+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	61.42	37.335+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	40.78	23.40 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39.7	38.77 + a
----OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	46.07	26.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	45.71	26.80 + a

As of: January 12, 2023

Group 3: 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 Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	44.86	26.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; 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).	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	42.99	26.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	42.54	26.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	39.7	26.80 + a

As of: January 12, 2023

Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	38.61	26.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	37.22	23.40
10b) Taping Only/Drywall Finishing	37.97	23.40
10c) Paperhanger and Red Label	37.72	23.40
10e) Blast and Spray	40.22	23.40
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	47.03	34.05
12) Well Digger, Pile Testing Machine	37.26	24.05 + a

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13) Roofer (composition)	40.7	23.50
14) Roofer (slate & tile)	41.2	23.50
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	40.89	41.72
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	47.03	34.05
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	31.16	28.78 + a
17b) 3 Axle, 2 Axle Ready Mix	31.27	28.78 + a
17c) 3 Axle Ready Mix	31.33	28.78 + a
17d) 4 Axle	31.39	28.78 + a
17e) 4 Axle Ready Mix	31.44	28.78 + a
17f) Heavy Duty Trailer (40 Tons and Over)	33.66	28.78 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	31.44	28.78 + a
17h) Heavy Duty Trailer up to 40 tons	32.39	28.78 + a

As of: January 12, 2023

17i) Snorkle Truck	31.54	28.78 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	28.96 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

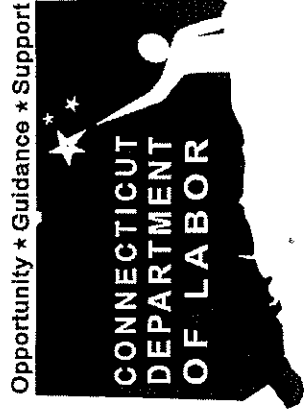
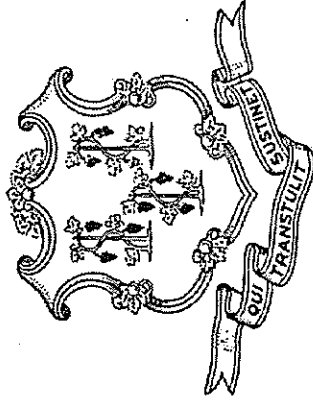
Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

--Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: January 12, 2023

As of: January 12, 2023



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

INDEMNIFICATION AND INSURANCE EXHIBIT
CONTRACT BIDDING DOCUMENTS
CDBG WINDOW REPLACEMENT AT HOFFMAN SUMMERWOOD
SENIOR LIVING FACILITY

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Hebrew Life Choices Inc dba Hoffman Summerwood Senior Living Facility, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for:

Bodily injury, sickness, disease, or death; and/or

Damage to or destruction of real and/or personal property; and/or

Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors, materialmen, or servants of the Hebrew Life Choices Inc dba Hoffman Summerwood Senior Living Facility, or the Contractor, or by the public, which is caused or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, or any Subcontractor, or materialmen, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract or from the inaccuracy of any representation or warranty contained in the Contract Documents. This indemnity shall not be affected by other portions of the Contract relating to insurance requirements

- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Hebrew Life Choices Inc dba Hoffman Summerwood Senior Living Facility, their respective boards and commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, Subcontractors, materialmen or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, Hebrew Life Choices Inc dba Hoffman Summerwood Senior Living Facility, or their respective agencies. This indemnity shall not be affected by other portions of the Contract relating to insurance requirements.

II. INSURANCE

A. Insurance Requirements

1. For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, representatives, employees, subcontractors or sub-subcontractors and the term "Hebrew Life Choices Inc dba Hoffman Summerwood Senior Living Facility" (hereinafter called the "Owner") shall include their respective boards, commissions, officials, officers, agents, consultants, employees and volunteers.
2. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.
3. The provisions of this Exhibit shall survive the expiration, suspension or termination of this Contract with respect to any event occurring prior to such expiration, suspension or termination.
4. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Owner.
5. All liability policies (with the exception of Worker's Compensation) shall include the Hebrew Life Choices Inc dba Hoffman Summerwood Senior Living Facility and their respective officials, boards and commissions, officers, representatives, agents, servants, employees and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
6. If the Contractor fails to purchase or maintain the required insurance specified by this Exhibit, the failure shall be treated as a default in Work. The Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid therefore by the Contractor in the manner set forth in Paragraph 2.4.
7. When the Owner or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.
8. If requested by the Owner after the date of the Owner-Contractor Agreement, the Contractor shall promptly procure, at the Owner's expense, insurance coverage in such amounts as the Owner may request coverage not listed in this Exhibit.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 limit each occurrence / \$2,000,000 aggregate for premises/ operations, independent contractors' protective, products/ completed operations, contractual liability, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after Final Completion of the Work.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 limit each accident for any auto, including statutory uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.
3. **Umbrella Liability:** \$2,000,000 each occurrence, following form. Excess/umbrella liability coverage may be included to meet minimum requirements.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut or applicable to the Work to be performed with an Experience Modification Rate of 1.0 or less. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Owner from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:**

All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Owner from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. **Minimum Scope and Limits:** The required insurance shall meet the minimum scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. Providing proof of compliance with the insurance requirements described in this Exhibit is not intended, and shall not be construed to exclude the Owner from additional limits and coverage available to the Contractor.

Acceptance by the Owner of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the

Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance acceptable to the Owner confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance.
3. Subcontractors: All subcontractors of the Contractor are required to comply with this Exhibit. The Contractor shall include all subcontractors as an Insured under its insurance policies or shall furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis. Each required policy of insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Owner.
6. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Owner.
7. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Owner for losses which otherwise would have been covered by said policies.
8. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Owner, ten (10) days for non-payment of premium.