PROJECT MANUAL

WEST ELEMENTARY SCHOOL
GYM FLOOR REPLACEMENT
769 PONDS RIDGE ROAD
NEW CANAAN, CONNECTICUT

JCJ PROJECT #H18004.00

April 26, 2018

JCJ ARCHITECTURE

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NEW CANAAN PUBLIC SCHOOLS
39 LOCUST AVENUE
NEW CANAAN, CT 06840
203-594-4000

SPECIFICATION COVER SHEET
REQUEST FOR PROPOSAL #2018-05
GYM FLOOR REPLACEMENT – WEST SCHOOL

VENDOR MUST ENCLOSE THREE COPIES OF THIS SPECIFICATION COVER SHEET
and THREE COPIES OF THE SPECIFICATIONS PRICING SHEETS WHEN RESPONDING
TO THIS REQUEST FOR PROPOSAL (RFP)

The NEW CANAAN PUBLIC SCHOOLS reserves the right to reject any and all proposals, or separate parts
thereof, requested herein before. When items are mentioned by a particular brand, substitution of equal quality
items will be considered only if the proposed substitution is clearly stated. When a vendor fails to so identify a
proposed substitution, it will be assumed that he is proposing the exact item requested. The NEW CANAAN
PUBLIC SCHOOLS is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax
according to State Statute. Such taxes must not be included in bid prices nor added to any items specified.

INSTRUCTIONS ON RFP DEADLINES AND REQUIREMENTS:

NAME OF RFP: Gym Floor Replacement – West School
TYPE OF RFP: Sealed Proposal QUOTATION #: 2018-05
RFP CLOSURE DATE: Received Until: DATE: 5-15-18 TIME: 1:30 pm

LOCATION TO FORWARD RFPs: Jo-Ann Keating, Director of Finance and Operations
NEW CANAAN PUBLIC SCHOOLS
39 LOCUST AVENUE
NEW CANAAN, CT 06840

RFP SECURITY: RFP Security Required ___ % RFP Security Not Required ______
PREVAILING WAGE: Required ___________ Not Required __ X ___

FORMS TO COMPLETE RFP: Submit three copies of all required documentation in a sealed envelope.

Identify Name of RFP on Envelope: RFP # 2018-05 Gym Floor Replacement – West School
Only fully completed RFP packages will be accepted. The following details describe fully completed RFP
packages:

Base Proposal

• Proposal Sheet
• Schedule of Project: Schedule of installation, completion and inspection
• Appendix A – Insurance Procedure Form
NEW CANAAN PUBLIC SCHOOLS

INVITATION TO SUBMIT PROPOSAL

New Canaan Public Schools (NCPS) invites proposals from qualified companies for Gym Floor Replacement at the West School.

Sealed proposals will be received at the New Canaan Public Schools, 39 Locust Avenue, 3rd Floor, New Canaan, CT 06840 until May 15, 2018 at 1:30 pm, EST, at which time they will be opened publicly and read aloud.

The contractor selected for the above project(s) shall be required to enter into a contract with the NCPS. Such contract shall require the posting of performance and payment bonds, the submittal of insurance certificates and the compliance with Federal, State and Local Laws and ordinances. Proposal surety in the form of a bank check, bid bond or certified check in the amount of five percent (5%) of the total RFP price must be submitted with each proposal.

The Request for Proposal (RFP) is available online at www.ncps-k12.org.

Three (3) copies of the submitted qualifications and proposals are to be placed in a sealed envelope and addressed to Jo-Ann Keating, Director of Finance & Operations, New Canaan Public Schools, 39 Locust Avenue, 3rd Floor, New Canaan, CT 06840. No proposals will be accepted after the date and time specified. No fax or email submissions will be accepted.

The New Canaan Public Schools reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of New Canaan Public Schools.

Jo-Ann Keating, Director of Finance and Operations
New Canaan Public Schools

I have read and understand the RFP requirement of this RFP specification included for my review herein:

Signature of Company Representative

Date

TYPED NAME AND

TITLE:

COMPANY:

ADDRESS:

TOWN:__________STATE:_______ZIP:__________

TELEPHONE NUMBER:_____________FAX:_________________

CELL NUMBER:

EMAIL ADDRESS: (Please print clearly or attach business card):

_____________________________________________
REQUEST FOR PROPOSAL
RFP #2018-05
GYM FLOOR REPLACEMENT AT WEST SCHOOL

Notice is hereby given that sealed RFPs on the following will be received at the Office of the Director of Finance and Operations until:

1:30 pm, May 15, 2018

at which time they will be publicly opened and read aloud:

RFP #2018-05
GYM FLOOR REPLACEMENT AT WEST SCHOOL

Specifications, if not attached, may be obtained at the office of:

Jo-Ann Keating
Director of Finance and Operations
New Canaan Public Schools
39 Locust Avenue
New Canaan, CT 06840

The Board of Education reserves the right to reject any and all proposals, or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of New Canaan.

Questions regarding this bid should be directed to Daniel Clarke, Director of Facilities, at 203-822-3162.
NEW CANAAN PUBLIC SCHOOLS

REQUEST FOR PROPOSALS
Contractor Services Associated with:

GYM FLOOR REPLACEMENT – WEST SCHOOL
NEW CANAAN, CT

GENERAL

New Canaan Public Schools (NCPS) solicits proposals from LICENSED CONTRACTORS to perform a GYM FLOOR REPLACEMENT AT WEST SCHOOL, 769 Ponus Ridge, New Canaan, CT.

Furnish all materials, equipment, and labor related to project drawings and specifications. Work is to be scheduled as soon as school is dismissed for the summer and as weather conditions allow per the product manufacturer’s recommendations.

Project Drawings and Specifications are available online at www.ncps-k12.org

SCOPE OF WORK

The scope of work, without limiting the generality thereof, consists of furnishing all labor, material, equipment necessary to complete the project as indicated on the drawings and as specified.

PROPOSAL AND SUBMITTAL PROVISIONS

Proposal price is to be complete turnkey price.

THE PROPOSALS SHALL INCLUDE:

1. Vendors will submit three (3) sets of their sealed proposal on enclosed PROPOSAL SHEET.
2. Vendors will submit three (3) sets of their qualifications to include:
   a. A firm background or profile
   b. A statement of experience
   c. A statement of staff availability with their experiences and backgrounds. (Ensure that the Project Manager assigned to the job has knowledge of this proposal and is qualified by the membrane manufacturers to direct the effort.)
   d. A list of any and all proposed subcontractors to be utilized on the project.
   e. A projected time schedule of the work. It is expected that the work will be completed by AUGUST 15, 2018.
3. Project security payable to the New Canaan Public Schools in the form of a certified check or payment bond is required for five percent (5%) of the amount bid, issued by an acceptable surety on AIA document A311 or comparable legal bond form, and must accompany each proposal.
4. The successful vendor shall provide using AIA documentation forms for the following; Contract, Performance, and Payment bond within ten days of notification of project award.
5. The successful Contractor shall be required to provide a one (1) year contractor’s labor and materials warranty.
SUBMISSION REQUIREMENTS

Respondents shall submit three (3) sets of their proposal. Proposals will be received at New Canaan Public Schools, 39 Locust Avenue, 3rd Floor, New Canaan, CT 06840, ATTN: Jo-Ann Keating, Director of Finance & Operations, until May 15, 2018, 1:30 pm, at which time they will be opened and publicly read aloud. No fax or email submissions will be accepted.

Jo-Ann Keating
Director of Finance & Operations
New Canaan Public Schools
39 Locust Avenue, 3rd Floor
New Canaan, CT 06840

Questions regarding this RFP may be directed to Daniel Clarke, Director of Facilities, at 203-822-3162.

A mandatory walk through is scheduled for May 8, 2018 at 4:00 pm. Walk through at West School, 769 Ponus Ridge, New Canaan, CT 06840.

All proposals must be signed by an Officer of the Company.

The following items are attached:
Terms and Conditions
Proposal Sheet
SPECIFICATIONS

RFP # 2018-05

GYM FLOOR REPLACEMENT AT WEST SCHOOL

Due on or before May 15, 2018 at 1:30 pm at the office of:

Jo-Ann Keating
Director of Finance and Operations
NEW CANAAN PUBLIC SCHOOLS
39 LOCUST AVENUE, 3rd Floor
NEW CANAAN, CT 06840

Sealed proposals will be received by the Business Department of the New Canaan PUBLIC SCHOOLS of the Town of New Canaan, Connecticut until May 15, 2018 at 1:30 pm. Each proposal should be clearly marked (example) "RFP #2018-05 – GYM FLOOR REPLACEMENT - WEST SCHOOL". Specifications, instructions and proposal forms may be obtained at the above address. Faxed copies of the proposal will not be accepted.

CONDITIONS FOR SUBMITTING PROPOSALS

1. The Board of Education reserves the right to reject any proposal if it is deemed to be in the best interests of the Town of New Canaan, Connecticut, New Canaan Public Schools and its students.

2. The Board of Education reserves the right to grant an award in total or for any part thereof for the items or services being proposed. In addition, the Board of Education reserves the right to award this project as a package in conjunction with other proposals for similar services/supplies/equipment. The Board reserves the right to award with preference to State of Connecticut contract holders and/or local vendors.

3. The submission of a proposal shall be conclusive evidence that the vendor has satisfied himself as to the requirements of the RFP specifications and any controlling conditions which may exist.

4. Vendors may not withdraw their proposal for a period of 120 days from the date of RFP opening. The Board of Education and the vendor may mutually agree to extend the time limit.

5. In determining the ranking of responsible vendors, the Board of Education may consider, in addition to price, the quality, availability and type of items, the experience of the vendor, the sufficiency of the financial resources of the vendor and the reputation of the vendor for ability, integrity, judgment and performance, as well as the ability of the vendor to provide future service/supplies/equipment.

6. It is anticipated that the goods will be needed for the current school year, but the Board of Education reserves the right to cancel or alter this service because of enrollment changes, budget consideration or unforeseen circumstances which require a change.
7. All proposal prices are to include the complete costs, which includes inside delivery to each school or location with installation and assembly of same, if applicable, and training, if applicable. All deliveries must be made prepaid and must be delivered to the location subsequently designated on the purchase orders at no cost over and above the bid price indicated in your proposal. Deliveries must be made inside building indicated. In no case will collect shipments or sidewalk deliveries be accepted. A packing slip shall be included in each shipment. All packages must be clearly marked as to content.

8. The Board of Education of the Town of New Canaan supports efforts to reduce the use of illegal drugs in the workplace. In instances where responsible prospective bidders submit identical tie bids, preference shall be given to the businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Board of Education for the procurement of commodities or contractual services which are proposed, a proposal received from a business which has certified that it has implemented a drug-free workplace program shall be given preference in the award process. The drug-free workplace program certification is attached and is to be submitted with the proposal package by the vendor along with other proposal documents in order to receive preference. This policy shall become effective in accordance with the provisions of the Charter of the Town of New Canaan regarding proposal procedures.

9. **ALTERNATIVES:** When proposing an alternate item, indicate the Brand and Model identification on the specification sheets. To have alternates considered, complete specifications must be provided and catalogues describing the product must accompany the bid. The New Canaan Public Schools reserves the right to request equipment samples on specific items.

10. **SUBSTITUTIONS:** No substitutions

    The New Canaan Public Schools reserves the right to request equipment samples on specific items.

11. **FORM AND STYLE OF PROPOSAL:** All blanks on the Proposal Sheet, except where otherwise requested, shall be filled in by typewriter or manually in ink and must be completely legible.

12. **WARRANTIES:** Whenever an item or service is covered by a specified product or service warranty, such warranties must be submitted with the official proposal or quotation specification sheets. All such warranties shall inure to the benefit of the Board.

13. **INSURANCE REQUIREMENTS:** The successful vendor will be required to purchase from and maintain, for the life of the contract, in a company or companies with an A.M./Best rating of A- (VII) or better, such insurance as will protect the Board of Education from claims set forth below which may arise out of or result from the vendor's obligation under the Contract, whether such obligation is the vendor's or a subcontractor or any person or entity directly or indirectly

14. **WORKER'S COMPENSATION:**

    Vendor shall provide workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of $500,000 each accident and bodily injury by disease of $500,000.
15. **Commercial General Liability Insurance:**
Vendor shall provide commercial general liability insurance policy with an edition of 1986 or later including products and complete operations. Limits should be at least: Bodily injury and property with an occurrence limit of $1,000,000; Personal & advertising injury limit of $1,000,000 per occurrence; General aggregate limit of $2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of $2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the New Canaan Public Schools as an additional insured and include ISO Form CG2010 (07/04) and CG 2037 (07/04).
- Such coverage will be provided on an occurrence basis, and will be primary, and shall not contribute in any way to any insurance or self-insured retention carried by the Board of Education.
- The policy shall contain a waiver of liability in favor of the Board of Education.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the contract.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to approval by the Board of Education.

16. **Commercial Automobile Insurance:**
Vendor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of $1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name the Board of Education as an additional insured.

17. **Umbrella Liability Insurance:**
Vendor shall provide an umbrella or excess liability policy (without restriction or limitation). Such policy shall contain limits of liability in the amount of $5,000,000 each occurrence and $5,000,000 in the aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Board of Education certificates of insurance prior to execution of the agreement by the Board of Education describing said coverage.

18. **QUESTIONS:** For questions regarding the proposal process, contact Jo-Ann Keating, Director of Finance and Operations, at (203) 594-4025.

**For questions regarding the project, contact Daniel Clarke, Director of Facilities, at 203-822-3162.**
NOTE: By submitting a proposal for this contract the vendor agrees that any or all past clients may be contacted by the New Canaan School District. The vendors quoting on this contract also agree to release and discharge by quoting on this contract for the vendor him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge the New Canaan School System, its Board of Education and all employees and any or all other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by the New Canaan School System to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contacted.
DRUG-FREE WORKPLACE CERTIFICATE

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and that this statement specifies the actions which will be taken against employees for violations of such prohibition.

2. Has a written policy informing employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.

3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.

4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of “guilty” or of “nolo contendere” to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee’s community, by any employee who is so convicted.

6. This firm will make a good faith effort to continue to maintain a drug free workplace.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: ___________________________ Date: ___________________________

Print Name: ___________________________

Company: ___________________________
Appendix A
INSURANCE PROCEDURE
NEW CANAAN PUBLIC SCHOOLS
NEW CANAAN, CT

PLEASE NOTE:

RETURN THIS COMPLETED FORM WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING REJECTED.

Please take the insurance requirements of the PROPOSAL to your agent/broker immediately upon receipt of the RFP documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in RFP. Any PROPOSALS’s that contain exceptions to the insurance requirements may be considered non-responsive and may be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. BID/RFP cost reflects any additional costs relating to insurance requirements for this work.

If I am awarded this CONTRACT, I or my insurance agent shall submit all of the required insurance documentation to NEW CANAAN PUBLIC SCHOOLS Business Office within ten (10) days after the date of the award.

______________________________  _________________________
Signature                                      Date

______________________________
Print Vendor Name
TERMS AND CONDITIONS

THIS IS A REQUEST FOR PROPOSALS AND THE NEW CANAAN PUBLIC SCHOOLS RESERVES THE RIGHT TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST INTERESTS OF THE TOWN.

NCPS RESERVES THE RIGHT TO AWARD ONE, TWO, OR ALL OF THE PROJECTS TO THE SAME CONTRACTOR.

Unless otherwise modified, the following terms and conditions will apply to services rendered. The respondent may use a standard form of agreement incorporating the following provisions.

Services to be Provided

The winning vendor shall provide services as set forth in the RFP and in accordance with the terms identified herein. The services provided will be performed on behalf of and solely for the New Canaan Public Schools and any information, tests, reports, correspondence, and conclusions shall not be released to other parties unless authorized by NCPS or in accordance with any applicable state or federal law.

Billing and Payment

New Canaan Public Schools will pay the winning vendor for services performed in accordance with the signed Agreement. Invoices will be submitted periodically or upon completion of services rendered. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 30 days after receipt of an invoice requesting payment, and with the approval of the Town, indicate the approval of payment and process the invoice or indicate to the winning vendor in writing, the reason for refusing to approve said invoice. In the latter case, the winning vendor will make the necessary corrections and resubmit the invoice.

Court Litigation and Waiver of Jury Trial

Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.

Mediation

All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the New Canaan Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.
Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

**Equitable Relief**

Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.
PROPOSAL SHEET

NEW CANAAN PUBLIC SCHOOLS

GYM FLOOR REPLACEMENT
AT WEST SCHOOL
NEW CANAAN, CT

Having carefully examined the Instructions to Vendors, Equipment / Material Specifications, Scope of Work, Standard Bid/RFP and Contract Terms and Conditions, the site(s) where the work is to be performed, all applicable legal requirements and having made such independent investigations as the respondent deemed necessary, the undersigned hereby submits a proposal to perform the Gym Floor Replacement at West School, New Canaan, CT.

In submitting this proposal, the vendor represents that this proposal will remain effective for one hundred twenty (120) days following the proposal due date.

A. Project Cost and Construction Administration:

For providing all work, labor, materials, equipment, transportation, insurance and all else whatsoever required to completely finish all work in connection with the project:

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If awarded this contract, we will execute an AIA contract with New Canaan Public Schools, Owner of the properties.

*Prices given are the final price to the Owner and include all permits, fees, overhead and profit of the Vendor.

Company Name: ____________________________________________________________

Address: ________________________________________________________________

________________________________________________________________________

Email: ______________________ Phone: ____________________

Name: ______________________ Title: ______________________ 

Signature: ____________________ Date: ______________________
Release of CAD Files

Project: West Elementary School
School Gym Floor
769 Ponds Ridge Road
New Canaan, Connecticut

Owner: New Canaan Schools

Architect: JCI Architecture

Contractor: ____________________________

Date: ____________________________

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Architect, the General Contractor and it's agents covenant and agree that all such drawings and data are instruments of service of the Architect, who shall be deemed the author of the drawings and data, and shall retain the common law, statutory law and other rights, including copyrights. The electronic files transmitted by the Architect to the General Contractor and it's agents are submitted for an acceptance period of 5 (five) business days from the date shown above. Any "technical defects" of corrupt or incomplete files the General Contractor and it's agents discovers during this period shall be reported to the Architect for verification and, if applicable, correction.

The General Contractor and its agents further agree not to use these drawings and data, in whole or in part for any purpose or project other than the project indicated above. The General Contractor and it's agents agrees to waive all claims against the Architect resulting in any way from any unauthorized changes or reuse of the drawings and data for this project or any other project by anyone other than the Architect.

The General Contractor and it’s agents acknowledges that these CAD files may become unusable after a period of time due to software changes, hardware changes, file degradation or other causes and the General Contractor and it’s agents agrees to the fullest extent permitted by law to indemnify and hold the Architect harmless from any damage, liability or costs, including reasonable attorneys fees and costs of defense arising from any degradation or file incompatibility or files becoming unusable.

In addition, the General Contractor and it’s agents agrees to the fullest extent permitted by law to indemnify and hold the Architect harmless from any damage, liability or costs, including reasonable attorneys fees and costs of defense arising from any changes made by anyone other than the Architect or from any reuse of the drawings and data without prior written consent of the Architect.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the General Contractor and it’s agents be deemed a sale by the Architect and the Architect makes no warrantees either expressed or implied of merchantability and fitness for any particular purpose.

Accepted:

______________________________
Duly Authorized

By:

______________________________
Print Name

Sign, date and copy this form, Send original to JCI Architecture
WAGE RATES & EMPLOYMENT REQUIREMENTS

PART I - GENERAL

1.1 FUNDING AND RELATED OBLIGATIONS:

A. Because of funding for this project, the Contract includes certain Federal, State, and Local requirements for wages and conditions of employment.

1.2 COMPLIANCE WITH STATE REGULATIONS:

A. The wages paid to any mechanic, laborer or workman employed for the work of this project shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation as set forth by the State for this project.

B. For projects subject to prevailing wage requirements stipulated by Connecticut General Statute Section 31-53, the Vendor shall submit weekly to (the Owner) (the contracting agency) a payroll certification and a certified statement of compliance, in accordance with Public Act 93-392.

C. Before receiving final payment, the Vendor shall certify to (the Owner) (the contracting agency), in writing, that the wage paid to each mechanic, laborer or workman for this project was at least equal to the applicable prevailing rate.

D. In addition to local ordinances on which the above are based, comply with the applicable provisions of all Connecticut Labor Laws as administered by the State Labor Department.

E. The following excerpt from Public Act 240, Section 1, is included as required by the provisions thereof:

"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 Subsection (h) of Section 31-53 of the General Statutes, 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 projects 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".

F. In the event that there is no prevailing wage rate set for the specific occupation or trade of any employee, notify the Commissioner of the State Labor Department for a determination of the applicable wage rate.
The prevailing wage rates set by the State for this project shall be the minimum paid to workers employed in these occupations on this project. The Owner will consider no claims by the Vendor for additional compensation because of payment of wages in excess of these rates.

The Vendor shall post copies of the State's schedule of rates at conspicuous points on the job site showing the prevailing minimum wage rates and the authorized deductions to be made from wages.

Documents listed below have been issued by the State of Connecticut Department of Labor, and they designate prevailing wage rates and compliance forms pursuant to Connecticut General Statutes. Documents listed are included in the Project Manual as an exhibit. Originals of compliance statements and payroll certifications may be obtained from the State of Connecticut, Department of Labor, Regulation of Wages Division, 200 Folly Brook Boulevard, Wethersfield, Connecticut 06109-1114.

1. Prevailing Wage Rates, dated April 26, 20018, 15 pages.
3. Contracting Agency Certification Form, two pages.
4. Contractor's Wage Certification Form, one page.
5. Informational Bulletin - Occupational Classifications, six pages
6. Payroll Certification Forms WWS-CP 1 and CP 2, two pages.
7. Connecticut Department of Labor Footnotes, two pages.
8. Prevailing Wage Law Poster, one page.

The Contractor shall update the Prevailing Wage Rates as issued by the Department of Labor, every July 1st in accordance with General Statutes §31-55a as follows:

Sec. 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, 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 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.
K. The Contractor shall provide 10-hour OSHA construction safety and health course in accordance with General Statutes §31-55b as follows:

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.

END OF

WAGE RATES & EMPLOYMENT REQUIREMENTS
Minimum Rates and Classifications
for Building Construction

Connecticut Department of Labor
Wage and Workplace Standards Division

ID# : B24746

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: New Canaan
State#: FAP#

Project: West Elementary School Gym Floor Replacement

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Hourly Rate</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a) Asbestos Worker/Insulator (includes application of insulating materials, protective coverings, coatings, &amp; finishes to all types of mechanical systems; application of firestopping material for wall openings &amp; penetrations in walls, floors, ceilings)</td>
<td>38.25</td>
<td>27.96</td>
</tr>
</tbody>
</table>

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**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Hourly Rate</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1c) Asbestos Worker/Heat and Frost Insulator</td>
<td>39.00</td>
<td>28.75</td>
</tr>
</tbody>
</table>

As of: Thursday, April 26, 2018
| Position                                                                 | Hours  | Rate  
|-------------------------------------------------------------------------|--------|-------
| 2) Boilermaker                                                          | 38.34  | 26.01 |
| 3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking),  | 33.48  | 33.09 + a |
| Stone Masons                                                            |        |       |
| 3b) Tile Setter                                                         | 34.90  | 25.87 |
| 3c) Terrazzo Mechanics and Marble Setters                              | 31.69  | 22.35 |
| 3d) Tile, Marble & Terrazzo Finishers                                  | 26.70  | 21.75 |
| 3e) Plasterer                                                           | 33.48  | 32.06 |

As of: Thursday, April 26, 2018
### LABORERS

<table>
<thead>
<tr>
<th>Group</th>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>4)</td>
<td>Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.</td>
<td>30.05</td>
<td>20.10</td>
</tr>
<tr>
<td>4a)</td>
<td>Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).</td>
<td>30.30</td>
<td>20.10</td>
</tr>
<tr>
<td>4b)</td>
<td>Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).</td>
<td>30.55</td>
<td>20.10</td>
</tr>
<tr>
<td>4c)</td>
<td><strong>Group 4: Pipelayers</strong> (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.</td>
<td>30.55</td>
<td>20.10</td>
</tr>
<tr>
<td>4d)</td>
<td>Group 5: Air track operator, sand blaster and hydraulic drills.</td>
<td>30.55</td>
<td>20.10</td>
</tr>
</tbody>
</table>

*As of: Thursday, April 26, 2018*
<table>
<thead>
<tr>
<th>4c) Group 6: Blasters, nuclear and toxic waste removal.</th>
<th>31.80</th>
<th>20.10</th>
</tr>
</thead>
<tbody>
<tr>
<td>4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).</td>
<td>31.05</td>
<td>20.10</td>
</tr>
<tr>
<td>4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.</td>
<td>28.38</td>
<td>20.10</td>
</tr>
<tr>
<td>4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.</td>
<td>27.86</td>
<td>20.10</td>
</tr>
<tr>
<td>4i) Group 10: Traffic Control Signalman</td>
<td>16.00</td>
<td>20.10</td>
</tr>
<tr>
<td>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.</td>
<td>32.60</td>
<td>25.34</td>
</tr>
</tbody>
</table>

*As of: Thursday, April 26, 2018*
<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Millwrights</td>
<td>33.14</td>
<td>25.74</td>
</tr>
<tr>
<td>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)</td>
<td>34.50</td>
<td>29.64</td>
</tr>
<tr>
<td>7a) Elevator Mechanic (Trade License required: R-1,2,5,6)</td>
<td>51.71</td>
<td>32.645+a+b</td>
</tr>
</tbody>
</table>

---LINE CONSTRUCTION---

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groundman</td>
<td>26.50</td>
<td>6.5% + 9.00</td>
</tr>
<tr>
<td>Linemen/Cable Splicer</td>
<td>48.19</td>
<td>6.5% + 22.00</td>
</tr>
</tbody>
</table>

*As of: Thursday, April 26, 2018*
Project: West Elementary School Gym Floor Replacement

8) Glazier (Trade License required: FG-1,2) 36.28 20.45 + a

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection 35.47 33.39 + a

----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required) 39.30 24.05 + a

Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver ($3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required) 38.98 24.05 + a

Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required) 38.24 24.05 + a

As of: Thursday, April 26, 2018
### Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Scooper).

<table>
<thead>
<tr>
<th>Rate</th>
<th>Correct Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>37.85</td>
<td>24.05 + a</td>
</tr>
</tbody>
</table>

### Group 5: Specialty Railroad Equipment; Asphalt Paver; 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" Mandrell)

<table>
<thead>
<tr>
<th>Rate</th>
<th>Correct Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>37.26</td>
<td>24.05 + a</td>
</tr>
</tbody>
</table>

### Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Correct Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>37.26</td>
<td>24.05 + a</td>
</tr>
</tbody>
</table>

### Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).

<table>
<thead>
<tr>
<th>Rate</th>
<th>Correct Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>36.95</td>
<td>24.05 + a</td>
</tr>
</tbody>
</table>

### Group 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, Stump Grinder; Scraper; Snoop; Skidder; Milling Machine (24" and under Mandrell).

<table>
<thead>
<tr>
<th>Rate</th>
<th>Correct Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>36.61</td>
<td>24.05 + a</td>
</tr>
</tbody>
</table>

### Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Correct Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>36.21</td>
<td>24.05 + a</td>
</tr>
</tbody>
</table>

*As of: Thursday, April 26, 2018*
Project: West Elementary School Gym Floor Replacement

Group 9:  Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydrosedeed).

<table>
<thead>
<tr>
<th>Group</th>
<th>Description</th>
<th>Hours</th>
<th>OPHF</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Vibratory hammer; ice machine; diesel and air, hammer, etc.</td>
<td>33.74</td>
<td>24.05 + a</td>
</tr>
<tr>
<td>11</td>
<td>Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.</td>
<td>33.74</td>
<td>24.05 + a</td>
</tr>
<tr>
<td>12</td>
<td>Wellpoint operator.</td>
<td>33.68</td>
<td>24.05 + a</td>
</tr>
<tr>
<td>13</td>
<td>Compressor battery operator.</td>
<td>33.10</td>
<td>24.05 + a</td>
</tr>
<tr>
<td>14</td>
<td>Elevator operator; tow motor operator (solid tire no rough terrain).</td>
<td>31.96</td>
<td>24.05 + a</td>
</tr>
</tbody>
</table>

As of: Thursday, April 26, 2018
Project: West Elementary School Gym Floor Replacement

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.  
31.55  24.05 + a

Group 16: Maintenance Engineer/Oiler.  
30.90  24.05 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.  
35.21  24.05 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).  
32.79  24.05 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller  
32.72  20.45

As of: Thursday, April 26, 2018
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>10b) Taping Only/Drywall Finishing</td>
<td>33.47</td>
<td>20.45</td>
</tr>
<tr>
<td>10c) Paperhanger and Red Label</td>
<td>33.22</td>
<td>20.45</td>
</tr>
<tr>
<td>10e) Blast and Spray</td>
<td>35.72</td>
<td>20.45</td>
</tr>
<tr>
<td>11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)</td>
<td>41.62</td>
<td>30.36</td>
</tr>
<tr>
<td>12) Well Digger, Pile Testing Machine</td>
<td>37.26</td>
<td>24.05 + a</td>
</tr>
<tr>
<td>Roofer: Cole Tar Pitch</td>
<td>41.00</td>
<td>16.50 + a</td>
</tr>
</tbody>
</table>

As of: Thursday, April 26, 2018
Project: West Elementary School Gym Floor Replacement

<table>
<thead>
<tr>
<th>Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing</th>
<th>39.50</th>
<th>16.50 + a</th>
</tr>
</thead>
<tbody>
<tr>
<td>15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1, SM-2, SM-3, SM-4, SM-5, SM-6)</td>
<td>42.66</td>
<td>41.24</td>
</tr>
<tr>
<td>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 &amp; G-9)</td>
<td>41.62</td>
<td>30.36</td>
</tr>
</tbody>
</table>

-----TRUCK DRIVERS-----

<table>
<thead>
<tr>
<th>17a) 2 Axle</th>
<th>29.13</th>
<th>22.32 + a</th>
</tr>
</thead>
<tbody>
<tr>
<td>17b) 3 Axle, 2 Axle Ready Mix</td>
<td>29.23</td>
<td>22.32 + a</td>
</tr>
</tbody>
</table>

As of: Thursday, April 26, 2018
Project: West Elementary School Gym Floor Replacement

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>17c) 3 Axle Ready Mix</td>
<td>29.28</td>
<td>22.32 + a</td>
</tr>
<tr>
<td>17d) 4 Axle, Heavy Duty Trailer up to 40 tons</td>
<td>29.33</td>
<td>22.32 + a</td>
</tr>
<tr>
<td>17e) 4 Axle Ready Mix</td>
<td>29.38</td>
<td>22.32 + a</td>
</tr>
<tr>
<td>17f) Heavy Duty Trailer (40 Tons and Over)</td>
<td>29.58</td>
<td>22.32 + a</td>
</tr>
<tr>
<td>17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)</td>
<td>29.38</td>
<td>22.32 + a</td>
</tr>
<tr>
<td>18) Sprinkler Fitter (Trade License required: F-1, 2, 3, 4)</td>
<td>43.92</td>
<td>15.84 + a</td>
</tr>
</tbody>
</table>

As of: Thursday, April 26, 2018
Project: West Elementary School Gym Floor Replacement

| 19) Theatrical Stage Journeyman | 25.76 | 7.34 |

*As of: Thursday, April 26, 2018*
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

**All Cranes:** When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra $4.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
3) Cranes (under 100 ton rated capacity)
   - 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 journeyperson 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.

As of: Thursday, April 26, 2018
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: Thursday, April 26, 2018
Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE, PROGRAM OR TRAINING

(Applicable to public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009)

(1) This requirement was created by Public Act No. 08-83, which is codified in Section 31-53b of the Connecticut General Statutes;

(2) The course, program or training is required for public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009;

(3) It is required of private workers (not state or municipal workers) and apprentices who perform the work of a mechanic, laborer or worker pursuant to the classifications of labor under Conn. Gen. Stat. § 31-53 on a public works project as described by Conn. Gen. Stat. § 31-53(g);

(4) The ten-hour construction safety and health course, program or training pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, a new mining training program approved by the Federal Mine Safety and Health Administration in accordance with 30 C.F. R. 48, or, 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) Proof of course, program or training completion shall be demonstrated through the presentation of a “completion document” (card, document, certificate or other written record issued by federal OSHA or by the Federal Mine Safety and Health Administration) as defined by Conn. State Agencies Regs. § 31-53b-1(2).

(8) Any completion document with an issuance date more than 5 years prior to the commencement date of the public works project shall not constitute proof of compliance with § 31-53b;

(9) For each person who performs the duties of a mechanic, laborer or worker on a public works project, the contractor shall affix a copy of the completion document
to the certified payroll required to be submitted to the contracting agency for such
project on which such worker’s name first appears;

(10) Any mechanic, laborer or worker on a public works project found to be in non-
compliance shall be subject to removal from the project 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;

(11) Any such employee who is determined to be in noncompliance may continue to
work on a public works project for a maximum of fourteen consecutive calendar
days while bringing his or her status into compliance;

(12) The statute provides the minimum standards required for the completion of a
construction safety and health course, program or training by employees on public
works contracts; any contractor can exceed these minimum requirements.;

(13) Regulations pertaining to § 31-53b are located at Conn. State Agencies Regs.
§31-53b-1 et seq., and are effective May 5, 2009. The regulations are posted on
the CTDOL website;

(14) Any questions regarding this statute or the regulations 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/wgemen.txt; 
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.
NOTICE

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

Inquiries can be directed to (860)263-6543.
CONTRACTING AGENCY CERTIFICATION FORM

I, ____________________________, acting in my official capacity as _______________________,
authorized representative _______________________
title _______________________

for ___________________________, located at ___________________________,
contracting agency _______________________
address _______________________

do hereby certify that the total dollar amount of work to be done in connection with

______________________________, located at ___________________________,
project name and number _______________________
address _______________________

shall be $________________, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____________________________

Address: _____________________________

Authorized Representative: _____________________________

Approximate Starting Date: ________________

Approximate Completion Date: ________________

_________________________ _______________________
Signature Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____________________________
CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, ________________________ of ________________________
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the ________________________
Company Name

__________________________
Street

__________________________
City

and all of its subcontractors will pay all workers on the

__________________________
Project Name and Number

__________________________
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

__________________________
Signed

Subscribed and sworn to before me this __________ day of __________, ________.

__________________________
Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): ____________________
Information Bulletin
Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

  Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

  Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

  Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONs, CEMENT FINISHERs, MARBLE MASONs, PLASTERERS, STONE MASONs, PLASTERERS, STONE MASONs, TERRAZZO WORKERS, TILE SETTERS**

  Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.
• **CARPENTERS, MILLWRIGHTS, PILEDIVERMEN, LATHERS, RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

• **LABORER, CLEANING**

  - The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

• **DELIVERY PERSONNEL**

  - If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

    - An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

• **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. **License required per Connecticut General Statutes: E-1,2  L-5,6  C-5,6  T-1,2  L-1,2  V-1,2,7,8,9.**
• **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *License required by Connecticut General Statutes:* R-1,2,5,6.

• **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

• **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

• **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

• **INSULATOR**

• Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

• **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).
installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

  Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

  - Painter’s Rate
    1. Removal of lead paint from bridges.
    2. Removal of lead paint as preparation of any surface to be repainted.
    3. Where removal is on a Demolition project prior to reconstruction.
  - Laborer’s Rate
    1. Removal of lead paint from any surface NOT to be repainted.
    2. Where removal is on a TOTAL Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

  Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. *License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.*

- **POWER EQUIPMENT OPERATORS**

  Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. *License required, crane operators only, per Connecticut General Statutes.*

- **ROOFERS**

  Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)
- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems. *License required per Connecticut General Statutes: F-1,2,3,4.*

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. *License required, drivers only, per Connecticut General Statutes.*
For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.
In accordance with Section 31-53(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

CONTRACTOR NAME AND ADDRESS:

SUBCONTRACTOR NAME & ADDRESS

WORKER'S COMPENSATION INSURANCE CARRIER

PAYROLL NUMBER: [Partial]

Week-Ending Date: [Full]

PROJECT NAME & ADDRESS:

POLICY #: [Blank]

EFFECTIVE DATE: [Blank]

EXPIRATION DATE: [Blank]

PERSONWORKER, ADDRESS and SECTION

APPR. MALE/FEMALE AND RACE* 

WORK CLASSIFICATION

TRADE License Type & Number - OSHA

Certification Number

DAY AND DATE

HOURS WORKED EACH DAY

S M T W T H F S

BASE HOURLY RATE

TYPE OF FRINGE BENEFITS

TOTAL FRINGE BENEFIT PLAN CASH

TOTAL HOURS

GROSS PAY FOR ALL WORK PERFORMED THIS WEEK

FICA

TOTAL DEDUCTIONS

TOTAL S AND OTHER

GROSS PAY FOR THIS PREVAILING RATE JOB

CHECK #: [Blank]

NET PAY

12/9/2013

*IF REQUIRED

WWS.CPI

SEE REVERSE SIDE

PAGE NUMBER

OSHA 10 – ATTACH CARD TO 1ST CERTIFIED PAYROLL
*FRINGE BENEFITS EXPLANATION (P):

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:
1) Medical or hospital care 4) Disability
2) Pension or retirement 5) Vacation, holiday
3) Life Insurance 6) Other (please specify)

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of ____________________.

I, ______________________ of ______________________ (hereafter known as Employer) in my capacity as ______________________ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

   a) The records submitted are true and accurate.

   b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

   c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

   d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

   e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

   f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA–The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

_________________________________________   ________________________________   ____________________________
(Signature)   (Title)   Submitted on (Date)

***THIS IS A PUBLIC DOCUMENT***
***DO NOT INCLUDE SOCIAL SECURITY NUMBERS***
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<th>WORK CLASSIFICATION</th>
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**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

**WEEKLY PAYROLL**

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**TOTAL FRINGE BENEFIT PLAN CASH**

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**SUMMARY**

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**12/9/2013**

**WWS-CPI**

**NOTICE:** THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CPI)**

**PAGE NUMBER_**

**OF**
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**


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**


**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.
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.