

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 08/17/2011	2. CONTRACT NO. (If any)	6. SHIP TO.		
3. ORDER NO. DTMA-95-P-2011-0178		4. REQUISITION/REFERENCE NO. MMA-PR5207-20110072		
5. ISSUING OFFICE (Address correspondence to) U.S.Merchant Marine Academy Division of Procurement USMMA-5206 300 Steamboat Road Kings Point NY 11024-1699		a. NAME OF CONSIGNEE U.S Merchant Marine Academy		b. STREET ADDRESS U.S. DOT/Maritime Administration 300 Steamboat Road
c. CITY Kings Point		d. STATE NY	e. ZIP CODE 11024-1699	

7 TO Timothy Weniger, Govt Business POC		f. SHIP VIA		
a. NAME OF CONTRACTOR T R WENIGER INC		8. TYPE OF ORDER		
b. COMPANY NAME		<input checked="" type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY
c. STREET ADDRESS P.O. Box 775		REFERENCE YOUR:		
d. CITY Green Brook		e. STATE NJ	f. ZIP CODE 08812-2624	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE Ofc. of Assistant Superintendent		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input checked="" type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 60 Days After Notice to Proceed	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS	

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: U.S.Merchant Marine Academy Division of Procurement USMMA-5206 300 Steamboat Road Kings Point NY 11024-1699 Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO		17(h) TOTAL (Cont pages)
21. MAIL INVOICE TO:						
a. NAME MARAD A/P INVOICES				\$47,060.00		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) P.O. BOX 25710				\$47,060.00		
c. CITY OKLAHOMA CITY		d. STATE OK	e. ZIP CODE 73125			

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Maxmillian Diah TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDI OR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
08/17/2011

CONTRACT NO.

ORDER NO.

DTMA-95-P-2011-0178

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Accounting Info: 70X1750CIP-2011-1CIP010P04-0000014600-32010-17206000</p> <p>Paint O'Hara Hall Locker Rooms</p> <p>Douglas Pader, Contract Specialist DOT/MARAD U.S. Merchant Marine Academy Kings Point, New York 11024 telephone: (516)726-5840 e-mail: paderd@usmma.edu fax: (516)773-5251</p> <p>The total amount of award: \$47,060.00. The obligation for this award is shown in box 17(i).</p> <p>DUNS: 605055235</p>	1	LS	47,060.00	47,060.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$47,060.00

## CONTRACT CLAUSES APPLICABLE TO CONSTRUCTION (FULL TEXT)

### 52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60DAYS after commencement. The time stated for completion shall include final cleanup of the premises.

(End of clause)

### 52.236-1 Performance of Work by the Contractor. (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least *fifteen* (15) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

### 52.211-12 -- Liquidated Damages -- Construction.

As prescribed in 11.503(b), insert the following clause in solicitations and contracts:

#### Liquidated Damages -- Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$95 per day for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

### 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>

## WAGE DETERMINATION

(End of clause)

### Davis Bacon Act Wage Determination Information

General Decision Number: NY100013 08/12/2011 NY13 and any updates is applicable to this requirement.

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**Contract Clauses Incorporated by Reference:**

- 52.203-3 Gratuities. (APR 1984)
- 52.203-5 Covenant Against Contingent Fees. (APR 1984)
- 52.203-7 Anti-Kickback Procedures. (OCT 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)
- 52.204-7 Central Contractor Registration. (APR 2008)
- 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)
- 52.211-13 Time Extensions. (SEP 2000)
- 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)
- 52.222-6 Davis-Bacon Act. (JUL 2005)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)
- 52.222-15 Certification of Eligibility. (FEB 1988)
- 52.222-26 Equal Opportunity. (MAR 2007)
- 52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)
- 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)
- 52.222-54 Employment Eligibility Verification. (JAN 2009)
- 52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997)
- 52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)
- 52.223-6 Drug-Free Workplace. (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting. (AUG 2003)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving. (SEP 2010)
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (SEP 2010)
- 52.228-5 Insurance-Work on a Government Installation
- 52.228-14 Irrevocable Letter of Credit. (DEC 1999)
- 52.228-15 Performance and Payment Bonds - Construction. (OCT 2010)

52.229-3 Federal, State, and Local Taxes. (APR 2003)

52.229-6 Taxes - Foreign Fixed-Price Contracts. (JUN 2003)

52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)

52.232-27 Prompt Payment For Construction Contracts. (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

52.233-1 Disputes. (JUL 2002)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.234-4 Earned Value Management System. (JUL 2006)

52.236-2 Differing Site Conditions. (APR 1984)

52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

52.236-5 Material and Workmanship. (APR 1984)

52.236-6 Superintendence by the Contractor. (APR 1984)

52.236-7 Permits and Responsibilities. (NOV 1991)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)

52.236-12 Cleaning Up. (APR 1984)

52.236-13 Accident Prevention. (NOV 1991)

52.236-14 Availability and Use of Utility Services. (APR 1984)

52.236-15 Schedules for Construction Contracts. (APR 1984)

52.236-17 Layout of Work. (APR 1984)

52.236-21 Specifications and Drawings for Construction. (FEB 1997)

52.242-14 Suspension of Work. (APR 1984)

52.243-4 Changes. (JUN 2007)

52.243-5 Changes and Changed Conditions. (APR 1984)

52.244-6 Subcontracts for Commercial Items. (DEC 2010)

52.246-12 Inspection of Construction. (APR 1996)

52.246-21 Warranty of Construction. (MAR 1994)

52.248-3 Value Engineering - Construction. (OCT 2010)

**52.249-10 Default (Fixed-Price Construction). (APR 1984)**

**52.249-2 Termination for Convenience of the Government (Fixed-Price). (MAY 2004) - Alternate I (SEP 1996)**

## STATEMENT OF WORK

1. **DESCRIPTION:** This work consists of but is not limited to providing all materials, labor, design, and equipment necessary for the painting of O'Hara Hall locker rooms.
2. **PERFORMANCE TIME:** Work is to be completed within 60 calendar days after NTP is approved, during normal duty hours from 0730 to 1630, and weekdays Monday through Friday unless approval is granted by the Contracting Officer.
3. **CONTRACTOR RESPONSIBILITIES:** Verify exact location of new work with the Project Manager. Verify conditions and dimensions at the site before ordering or delivery of material. Provide all tools, equipment, materials, transportation and labor to accomplish work. Contractor shall maintain a normal safe work area and remove all debris from the Academy when work is completed. Excess materials and waste will be disposed of in accordance with local and state ordinances. Any damage to existing facilities or appurtenances shall be repaired or replaced, in kind, by the contractor at no additional cost to the Government. No vehicles shall be driven on the sidewalks or grass.
4. **COORDINATION OF WORK:** Provide a Project Schedule showing area to be worked in, dates of work, and estimated timeline for completion of the project. Submit schedule to the Contracting Officer (CO) for approval and coordination. Coordinate proposed schedule 7 days in advance of work to be accomplished with the Project Manager. Work is to be performed to the satisfaction of the CO.
5. **PRINCIPLE FEATURES:** The work to be accomplished consists of but is not limited to the following principal items. The Contractor is instructed to include all such items of work as part of his/her proposal of the work to be performed.

### A. GENERAL

- a. The Contractor shall field verify existing conditions prior to any construction activities.
- b. All work and testing performed is to conform to the latest edition of all applicable codes and standards.
- c. The Contractor is required to obtain all permits and licenses necessary to complete construction and testing.
- d. The Contractor will coordinate any disruptions in services for construction or testing with the COTR at least three (3) days in advance. The Contractor is required to make all possible efforts to minimize the impact to the daily routines of the Academy and reduce the time service will be affected.
- e. The work area is to be cleaned on a daily basis along with any debris to an approved landfill as part of this contract in contractor provided containers/trucks/trailers.

- f. The work shall mean to provide and install a complete finished, operating, functioning, assembly, framework, system, fixture, surface or apparatus ready for use by the government.
- g. The areas in the basement to be painted as part of this contract are the media room, trainers room, Cave area to include the bath and shower area and the mid hallway men's bathroom with the shower area.
- h. The areas on the second level to be painted as part of this contract are the women's swim team locker room, Varsity women's locker room, men's with official locker room, men's general locker room.
- i. A phasing plan is required for this contract and shall be submitted to the COTR three (3) days prior to work beginning. Work shall be completed in its entirety and ready for use before starting the next phase of construction.

Project Submittals:

- a. The Contractor shall submit all materials submittals and specifications for COTR's approval prior to installation.
- b. The Contractor shall submit specifications for all equipment to be installed to be approved by COTR prior to installation.

B. PROJECT REQUIREMENTS:

- a. Contractor shall prepare all walls, moldings, doors and trim surfaces to be painted.
- b. Contractor shall scrape and repair all damaged areas as needed throughout all spaces.
- c. Cover and protect all areas that are not to be painted. All areas to be covered with a minimum of plastic and masked out with tape. Drop cloths shall also be used throughout work areas.
- d. Prime all areas to be painted.
- e. Paint in a two coat application all areas covered in this contract with a color to be determined by the Academy and provided by the COTR. Paint colors will be based on Benjamin Moore paint and color selection.
- f. Paint shall be semi-gloss finish.
- g. Contractor shall also paint all ceilings, pipes, painted duct work, trims, doors and moldings in all areas.
- h. Shower areas ceilings shall be painted black with a water-proof paint.
- i. Contractor shall supply and install two steel doors with door bucks and Sargent mortise or equivalent locks in the men's general locker room. Cylinders will be provided by the Academy.

C. CLOSE OUT/TESTING REQUIREMENTS:

- a. Perform all required tests on equipment installed to ensure it is working properly.
  - b. Provide a warranty for defective materials and improper workmanship to be signed by Contractor and COTR.
6. If you have any questions, please contact LCDR Robert Ditroia at 516-726-5620.

-END-

General Decision Number: NY100013 08/12/2011 NY13

Superseded General Decision Number: NY20080013

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Nassau and Suffolk Counties in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories), HEAVY CONSTRUCTION PROJECTS, HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	04/16/2010
2	04/23/2010
3	07/23/2010
4	08/06/2010
5	08/27/2010
6	10/15/2010
7	11/05/2010
8	11/12/2010
9	11/19/2010
10	12/03/2010
11	02/25/2011
12	03/25/2011
13	04/08/2011
14	04/22/2011
15	05/06/2011
16	05/20/2011
17	06/03/2011
18	06/17/2011
19	07/01/2011
20	07/22/2011
21	07/29/2011
22	08/12/2011

ASBE0012-001 07/04/2011

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 60.03	25.89
HAZARDOUS MATERIAL HANDLER.....	\$ 30.00	9.10

BOIL0005-001 01/01/2011

	Rates	Fringes
BOILERMAKER.....	\$ 47.32	19.43

## FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

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BRNY0001-001 07/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 51.00	21.44
MASON - STONE.....	\$ 57.61	23.86

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CARP0007-016 07/01/2009

	Rates	Fringes
Carpenters:		
Building.....	\$ 37.21	30.23
Heavy & Highway.....	\$ 37.21	30.23
Residential.....	\$ 33.48	30.23

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CARP0740-001 07/01/2010

	Rates	Fringes
MILLWRIGHT.....	\$ 46.19	44.93

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CARP1456-009 07/01/2008

	Rates	Fringes
Carpenters:		
DIVERS TENDERS.....	\$ 39.18	38.06
DIVERS.....	\$ 54.63	38.06
DOCKBUILDERS.....	\$ 43.61	38.06
PILEDRIVERMAN.....	\$ 43.61	38.06

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CARP1536-001 07/01/2003

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 34.47	26.05

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ELEC0025-001 04/30/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 46.85	16%+\$16.67

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ELEC0025-002 04/30/2011

	Rates	Fringes
Electricians:		
Maintenance Unit.....	\$ 38.45	12%+\$15.24
Telephone Unit.....	\$ 34.76	16%+\$15.68
Wiring for single or		

multiple family dwellings  
and apartments up to and  
including 2 stories.....\$ 27.78      11.5%+\$12.10

ELEC1049-002 04/06/2008

	Rates	Fringes
Line Construction:		
Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment;		
Groundman.....	\$ 24.83	17.91
Heavy Equipment Operator....	\$ 33.10	17.91
Lineman & Cable Splicer....	\$ 41.38	17.91
Material Man.....	\$ 36.00	17.91

ELEV0001-002 03/17/2011

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 53.27	24.855+a+b
Modernization and Repair....	\$ 42.31	24.705+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0138-001 06/01/2011

BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		

GROUP 1.....	\$ 50.78	28.84+a
GROUP 2.....	\$ 48.20	28.84+a
GROUP 3.....	\$ 46.48	28.84+a
GROUP 4.....	\$ 43.01	28.84+a
GROUP 5.....	\$ 41.27	28.84+a

## NOTES:

## Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50
Level D	1.00

Oiler on truck cranes with boom length of 100 ft. or more  
.25

## FOOTNOTE:

a. Paid Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday or President's Day (in lieu of Lincoln's or Washington's Birthday), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on a Saturday will be celebrated on Friday.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler capacity over caterpillar 225 and Komatsu 300, Boiler (thermoplastic), Cherry picker, over 50 tons, CMI or Maxim spreader, concrete pump (with oiler), crane (crawler truck), crane (on barge), crane (stone setting), crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drum), loading machine (bucket cap of 10 yds or over micro-trap, with compressor (negative air machine), milling machine, large pile driver, power winch, Stone setting/structural steel, power winch (truck mounted/stone steel) powerhouse, road paver scoop, carry-all, scraper in tandem shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self propelled tank work), zamboni (ice machine)

GROUP 2: Backhoe, boom truck, bulldozer, cherypicker, conveyor (multi), dinky locomotive, forklift, hoist, 2 drum, loading machine, loading machine (front end) mechanical compactors, (machine drawn), mulch machine (machine-fed), power winch, other than stone/structural steel, power winch (truck mounted other than stone steel) pump (hydraulic, with boring machine), roller, (asphalt), scoop (carry-all scraper), tower crane (maintenance man), trenching machine

GROUP 3: Compressor (structural steel), Compressor (2 or more in battery), concrete finishing machine, concrete spreader, conveyor, curb machine (asphalt or concrete), curing machine, fireman, hoist (1 drum), micro-trap, (self contained, negative air machine), pump (4 inches or over), pump (hydraulic), pump (jet), pump (summersible), pump

(well point), pulvi-mixer, ridge cutter, roller (dirt), striping machine, vac-all, welding and burning, welding machine (pile work), welding machine (structural steel)

GROUP 4: Compressor, compressor (on crane), compressor (pile work), compressor (stone setting), concrete breaker, concrete saw or cutter, forklift (walk behind, power operated), generator-pile work, generator, hydra hammer, mechanical compactors (hand operated), oiler (truck crane), pin puller, portable heaters, powerbroom, power buggies, pump (double action diaphgrgm), pump (gypsum), trench machine (hand), welding machine

GROUP 5: Batching plant (on site of job), generator (small), mixer (with skip), mixer (2 small with or without skip), mixer (2 bag or over, with or without skip), mulch machine, oiler, pump (centrifugal, up to 3 inches), root cutter, stump chipper, tower crane (oiler), tractor (caterpillar or wheel vibrator)

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ENGI0138-002 06/01/2011

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 53.48	29.09+a
GROUP 2.....	\$ 49.99	29.09+a
GROUP 3.....	\$ 48.23	29.09+a
GROUP 4.....	\$ 44.67	29.09+a
GROUP 5.....	\$ 42.93	29.09+a
GROUP 6.....	\$ 32.32	11.60+a

NOTES:

Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50

Truck and Crawler Cranes long boom premiums:

boom lengths (including jib) 100-149 ft	.50
boom lengths (including jib) 150-249 ft	.75
boom lengths (including jib) 250-349 ft	1.00
boom lengths (including jib) 350 ft	1.50

Cranes using clamshell buckets	.25
Front end loader 10 yds and above	.25
Oiler on truck cranes with boom length of 100 ft. or more	.25

FOOTNOTE:

a. Paid Holidays: New Years Day, Lincoln's Birthday, Washington's Birthday or Presidents Day (in lieu of Lincoln's or Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on Saturday will be celebrated on Friday.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler (capacity over caterpillar 225 and komatsu 300), boiler (thermoplastic), boring machine (post hole), cgherry picker (over 50 ton), CMI or maxim spreader, concrete pump, with oiler, crane (crawler truck), crane (on barge), crane (stone setting) crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drums), loading machine (bucket) capacity of 10 yards or over, micro-trap (with compressor-negative air machine), milling machine (large), piledriver, power winch (stone setting structural steel), power winch (truck mounted/stone steel), power-house, road paver, scoop, carry all (scraper in tandem), shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self-propelled), tank work, tower crane

GROUP 2: Bulldozer, Backhoe, Boom Truck, Boring machine/augur, Cherrypicker, Conveyor (multi), Dinky Locomotive, Forklift, Hoist (2 drum), Loading Machine, Loading Machine (front end), Mechanical Compactor (machine drawn), Mulch Machine (machine- fed), Power Winch (other than stone/structural steel), Power Winch (truck mounted/other than stone steel), Pump Hydraulic (with boring machine), Roller (asphalt), Scoop (carry-all, scraper), Tower Crane (maintenance man), Trenching Machine, Vermeer Cutter, Work Boat

GROUP 3: Curb Machine (asphalt or concrete), Maintenance Engineer (small equipment), Maintenance engineer (well-point) Mechanic (fieldman), Micro-Trap (self contained, negative air machine), Milling Machine (small), Pulvi-mixer, Pump (4 inches or over), Pump Hydraulic, Pump Jet, Pump Submersible, Pump (well point), Roller Dirt, Vac-All, Welding and burning, Compressor (structural steel), Compressor (2 or more battery), Concrete Finishing Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (one drum), Ridge Cutter, Striping Machine, Welding Machine (pile work), Welding Machine (structural Steel).

GROUP 4: Compressor, Compressor on crane, Compressor (pile work), Compressor (stone setting), Concrete Breaker, Concrete Saw or Cutter, Fork Lift (walk behind, power operated), Generator- Pile Work, Generator, Hydra Hammer, Mechanical Compoactors (hand operated), Oiler (truck crane), Pin Puller, Portable Heaters, Powerbroom, Power buggies, Power Grinders, Pump (double action diaphragm), Pump gypsum, Pump (single action 1 to 3 inches), Trench Machine hand, Welding Machine

GROUP 5: Batching Plant (on site of job), Generator (small), Grinder, Mixer (with skip), Mixer (2 small with or without skip), Mixer (2 bag or over, with or without skip), Mulch Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

## GROUP 6: Well drillers

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 IRON0046-003 07/01/2010

	Rates	Fringes
IRONWORKER METALLIC LATHERS.....	\$ 39.00	47.36

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 IRON0197-001 07/01/2009

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 40.50	38.32

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 \* IRON0361-001 07/01/2011

	Rates	Fringes
IRONWORKER (STRUCTURAL).....	\$ 44.05	41.51

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 IRON0580-001 01/01/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 39.85	39.67

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 LABO0066-001 07/01/2009

## BUILDING

	Rates	Fringes
Laborers:		
Laborers.....	\$ 29.50	24.59
Plasterers Tenders.....	\$ 29.50	24.59

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 LABO0078-001 12/01/2009

	Rates	Fringes
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## LABORERS

BUILDING CONSTRUCTION ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc).....	\$ 31.50	12.45
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 LABO1298-001 06/01/2009

## HEAVY &amp; HIGHWAY

	Rates	Fringes
Laborers:		
Asphalt Rakers; Formsetters..	\$ 33.89	20.90+A
Asphalt Shovelers, Roller		
Boys & Tamperers.....	\$ 32.94	20.90+A
Regular Laborers.....	\$ 30.05	20.90+A

A. FOOTNOTES:

Laborers working in a hazardous material hot zone shall receive an additional 20% premium.

Where the contract provides for night work outside the regular hours of work, the employees shall be paid at straight time plus a 25% night work premium for the 8 hours worked during the night.

Firewatch work performed after regular hours shall be paid an additional 10% premium. Second and Third Shift work will be paid at a 10% premium.

Contractor requesting laborers certified for hazardous material work and/or employed on hazardous material shall be required to pay an additional 10% premium.

PAIN0009-002 05/01/2010

	Rates	Fringes
Painters:		
GLAZIERS.....	\$ 39.00	32.24
Painters, Drywall Finishers..	\$ 34.50	19.84
Spray, Scaffold, Sandblasting.....	\$ 37.50	19.84

PAIN0806-010 10/01/2009

	Rates	Fringes
Painters:		
Structural Steel and Bridge..	\$ 45.50	28.76

PAIN1974-002 07/01/2009

	Rates	Fringes
Painters:		
DRYWALL TAPERS/POINTERS.....	\$ 41.32	20.81

PLAS0262-003 08/01/2010

	Rates	Fringes
PLASTERER.....	\$ 39.53	25.55

PLAS0780-001 06/01/2010

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 49.50 35.57

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 PLUM0200-001 05/01/2011

	Rates	Fringes
PLUMBER		
BUILDING CONSTRUCTION:.....	\$ 50.48	17.66
RESIDENTIAL CONSTRUCTION:...	\$ 30.01	9.10

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 PLUM0638-001 07/01/2011

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS, STEAMFITTERS.....	\$ 56.06	68.08

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

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 ROOF0154-001 10/01/2010

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 38.00	26.81

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 SHEE0028-002 07/29/2010

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....	\$ 48.15	36.03
RESIDENTIAL CONSTRUCTION:...	\$ 27.22	16.48

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 TEAM0282-002 07/01/2009

	Rates	Fringes
Truck drivers:		
Asphalt.....	\$ 35.40	29.2025+a+b
Euclids & turnapulls.....	\$ 35.50	29.2025+a+b
High Rise.....	\$ 42.21	29.2025+a+b

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

b.VACATION: For each 15 days worked with the contract year an employee will receive one day vacation with pay, maximum vacation of 3 weeks per year. In addition, an employee who qualifies for two weeks (10 days) vacation or more with pay and who has been continuously employed by his employer for six years before the close of any contract year, shall be entitled to one extra day vacation; seven years before the close of any contract year, shall be entitled to two extra days vacation; eight years before the close of any contract year, shall be entitled to three extra day vacation; nine years before the close of any contract year, shall be entitled to four extra day vaction; ten years before the close of any contract year or over shall be entitled to three weeks paid vacation with pay, but in no event shall any employee be entitled to more than three weeks vacation pay per year.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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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)).  
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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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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

Regional Office for the area in which the survey was conducted because those Regional Offices have 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 DECISION