

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1 10

1. DATE OF ORDER 09/22/2011	2. CONTRACT NO. (If any)	6. SHIP TO: a. NAME OF CONSIGNEE U.S Merchant Marine Academy		
3. ORDER NO. DTMA-95-P-2011-0223	4. REQUISITION/REFERENCE NO.		b. STREET ADDRESS U.S. DOT/Maritime Administration 300 Steamboat Road	c. CITY Kings Point
5. ISSUING OFFICE (Address correspondence to) U.S.Merchant Marine Academy Division of Procurement USMMA-5206 300 Steamboat Road Kings Point NY 11024-1699		d. STATE NY	e. ZIP CODE 11024-1699	
7. TO: Hugo Diaz, Owner		f. SHIP VIA		
a. NAME OF CONTRACTOR HD GENERAL CONTRACTING, INC.		8. TYPE OF ORDER		
b. COMPANY NAME		<input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY REFERENCE YOUR: Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
c. STREET ADDRESS 8785 95th Street		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY Woodhaven	e. STATE NY	f. ZIP CODE 11421-2216		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE Dept of. Maintenance & Repair		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input checked="" type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input 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) 21 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.	\$97,000.00	\$97,000.00	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:					
a. NAME	MARAD A/P INVOICES				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)	P.O. BOX 25710				
c. CITY	d. STATE	e. ZIP CODE			
OKLAHOMA CITY	OK	73125			

22. UNITED STATES OF AMERICA BY (Signature) <div style="text-align: center; font-size: 2em; font-family: cursive;">M.H.S. DL</div>	23. NAME (Typed) Maxmillian Diah TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER CONTRACT NO.

09/20/2011

ORDER NO.

DTMA-95-P-2011-0223

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Accounting Info: 70111750MA-2011-1MRO000003-0000520700-25215-61006600</p> <p>USMMA Roadway repairs</p> <p>roadway asphalt and concrete curbing replacement</p> <p>SPECIFICATIONS FOR THE ASPHALT ROAD WORK WITH CURBING AS LISTED IN THIS STATEMENT OF WORK</p> <p>Section A ; Intent</p> <p>A.1 It is the intent of the U.S. Merchant Marine Academy to have a qualified general contractor specializing in road work repairs to perform the following repairs to the damaged existing asphalt roadways as listed in this Statement of Work:</p> <p>1. Perform saw cuts as necessary in the designated areas to be repaired and remove all existing and damaged asphalt road surface and prepare all areas to be resurfaced with a base layer of 2; asphalt with a finish coat of 1x1/2; asphalt, all roadways that have speed bumps (concrete) shall be replaced with new, all roads to be center crowned for storm flow to be directed to the existing storm system, all speed bumps shall be cut 12; from curb in order to maintain proper storm water flow. From the designated areas listed in this Statement of Work, all areas shall be left in a safe, neat and clean condition.</p> <p>2. The contractor shall supply and install if necessary all top soil and Academy seed blend for all areas that may be disturbed during work.</p> <p>Section B ; Scope of Work</p> <p>B.1 The contractor shall mark all road</p> <p>Continued ...</p>	1	EA	97,000.00	97,000.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$97,000.00	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER
09/20/2011

CONTRACT NO.

ORDER NO.

DTMA-95-P-2011-0223

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>areas to be saw cut, supply all labor, equipment, tools, supervision and materials to perform the work necessary in this project. The work areas shall have traffic directed as to not cause any delays in the daily Academies activities.</p> <p>B.2 The contractor once the existing road materials removed shall backfill with RCA and compact all areas as necessary to 95% compaction. All modified road areas are to be excavated and a Mark out shall be required when penetrating below 8" of any road or grass materials to enlarge or repair any road areas. Once inspected by the COTR then and only then can the contractor begin to install 2" asphalt base coat and 1x1/2" top coat of asphalt making sure all areas are crowned and pitched toward the direction of the existing storm water removal system.</p> <p>B.3 The contractor shall remove all damaged curbing as indicated and modify with new formed 3000 lb. concrete curbing to areas indicated.</p> <p>B.4 The contractor shall, modify the existing storm system with storm piping and or catch basin repairs to improve the storm water system in certain areas as indicated in this S.O.W.</p> <p>Section C ; Site locations and Measurements</p> <p>Concrete curb replacement and Storm system modification:</p> <p>a. Concrete curbing and road modification shall be take place along Aspin Way as to increase the radius of the roadway to allow vehicles to turn reducing damage to the grass areas on the Wiley hall road side by Continued ...</p>					

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

\$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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DATE OF ORDER
09/20/2011

CONTRACT NO.

ORDER NO.

DTMA-95-P-2011-0223

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>the intersection.</p> <p>b. The storm system located on the short roadway by the entrance to Murphy hall facing Wiley hall shall need a catch basin installed and piped into the grass storm manhole approximately 10' from the road, this will require a new catch basin installed with new storm water piping and fittings.</p> <p>Asphalt roadway replacement:</p> <p>a. Farrell Road going south intersection from steamboat approximately 3,075 sqft. remove and replace asphalt, perform saw cuts as necessary.</p> <p>b. Farrell Road going south from 1st speed bump to new asphalt by qtrs k approximately 8,568 sqft. remove and replace asphalt, replace (2) speed bumps, perform saw cuts as necessary.</p> <p>c. Melville Hall parking lot area, remove and replace approximately 1,620 sqft. asphalt</p> <p>d. Intersection of Administrative Road and east up Aspin way remove and replace all asphalt and broken concrete curbing, reduce radius of turn by the corner of Wiley hall, reform and install concrete curbing as needed, approximately 2,035 sqft. asphalt.</p> <p>e. Administrative Row and Aspen walk way the tee intersection replace asphalt 665 sqft.</p> <p>f. Walk way between Library and Bowditch 1,200 sqft. reset catch basin.</p> <p>Section D - General Items</p> <p>D.1 All work shall be scheduled with the COTR so that the personnel within the</p> <p>Continued ...</p>					

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

\$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER
09/20/2011

CONTRACT NO.

ORDER NO.

DTMA-95-P-2011-0223

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Academy property may be advised of the work ahead of time, forty eight hours (48) hours advance notice shall be given to the COTR for any change in schedule. All work must begin around 08:00 each day and be completed by 16:30 unless if required by the contractor in writing to extend or adjust working hours must be submitted and approved by the COTR.</p> <p>D.2 The contractor shall, be knowledge and responsible to comply with all OSHA regulations. Contractor shall comply with all Academy safety regulations (ATTACHED TO THIS SPECIFICATION).</p> <p>D.3 The contractor shall be held responsible for any damage to the surrounding areas, exercising due care and cause proper supervision by his representative over the use of machinery, equipment and materials necessary to perform the work. Damage resulting from the contractor's work must be adjusted by the contractor to the complete satisfaction of the COTR and the contracting officer at no additional cost to the Government.</p> <p>D.4 All debris is to be removed from the Academy premises and areas are to be left in a neat clean and professional workmanlike condition.</p> <p>D.5 Personnel in the employ of the contractor shall, in the operation of motor vehicles, possess a valid state driver's license.</p> <p>Section E ; Guarantee</p> <p>E.1 Should any of the work performed under this contract prove defective by reason of faulty workmanship or material, within a period of one (1) year from date of final acceptance of all work, the contractor agrees to remedy such defects at his own Continued ...</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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DATE OF ORDER
09/20/2011

CONTRACT NO.

ORDER NO.

DTMA-95-P-2011-0223

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>expense within reasonable time after receiving notification of same, to the entire satisfaction of the COTR and the contracting officer. The contractor shall provide a written letter of work guarantee showing effective date, time period, and description of guarantee and signature of contractor. Final payment will not be made until written guarantee and all punch list items are corrected and completed.</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 DUNS#166610605</p> <p>The total amount of award: \$97,000.00. The obligation for this award is shown in box 17(i).</p>					

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

\$0.00

CONTRACT CLAUSES APPLICABLE TO CONSTRUCTION/ABATEMENT (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 five (5) 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 21 days after NTP. 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 \$-0- 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 09/09/2011 NY13 and any updates is applicable to this requirement.

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)

TRANSPORTATION ACQUISITION REGULATIONS (48 CFR CHAPTER) CLAUSES

- 1252.223-70 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES --
APPLICABLE LICENSES AND PERMITS (DEC 1997)
1252.223-71 ACCIDENT AND FIRE REPORTING (MAY 2005)

52.219-7 Section 8(a) Award (Dec 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the United States Merchant Marine Academy the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the United States Merchant Marine Academy Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the United States Merchant Marine Academy.

General Decision Number: NY100013 09/09/2011 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
23	09/02/2011
24	09/09/2011

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

BRNY0001-001 07/01/2010

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

CARP0007-016 07/01/2009

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

CARP0740-001 07/01/2010

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

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

CARP1536-001 07/01/2003

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

ELEC0025-001 04/30/2011

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

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 (sumbersible), 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)

 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), chery 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, Cherypicker, 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

IRON0046-003 07/01/2010		
	Rates	Fringes
IRONWORKER		
METALLIC LATHERS.....	\$ 39.00	47.36

IRON0197-001 07/01/2009		
	Rates	Fringes
IRONWORKER		
STONE DERRICKMAN.....	\$ 40.50	38.32

IRON0361-001 07/01/2011

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

IRON0580-001 01/01/2009

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

LABO0066-001 07/01/2009

BUILDING

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

LABO0078-001 12/01/2009

	Rates	Fringes
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

LABO1298-001 06/01/2009

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
Asphalt Rakers; Formsetters..	\$ 33.89	20.90+A
Asphalt Shovelers, Roller		
Boys & Tampers.....	\$ 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 05/01/2011

	Rates	Fringes
Painters:		
GLAZIERS.....	\$ 39.00	32.74
Painters, Drywall Finishers..	\$ 35.00	20.64
Spray, Scaffold, Sandblasting.....	\$ 38.00	20.64

PAIN0806-010 10/01/2009

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

* PAIN1974-002 08/03/2011

	Rates	Fringes
Painters:		
DRYWALL TAPERS/POINTERS.....	\$ 42.07	21.88

PLAS0262-003 08/01/2010

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

PLAS0780-001 06/01/2010

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

PLUM0200-001 05/01/2011

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

 * PLUM0638-001 07/01/2011

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....\$	26.30	2.55
SPRINKLER FITTERS, STEAMFITTERS.....\$	56.06	42.92

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.

 ROOF0154-001 10/01/2010

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

 SHEE0028-002 07/29/2010

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

 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 vacation; 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.

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)).

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.

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