# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 9

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

1. DATE OF ORDER: 09/20/2011

2. CONTRACT NO. *(If any)*:

3. ORDER NO.: DTMA-95-P-2011-0225

4. REQUISITION/REFERENCE NO.: MMA-PR5207-20110105

5. ISSUING OFFICE *(Address correspondence to)*:
U.S.Merchant Marine Academy
Division of Procurement
USMMA-5206
300 Steamboat Road
Kings Point NY 11024-1699

6. SHIP TO:

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: Maria Siciliano, Govt Business POC

a. NAME OF CONTRACTOR: CASABLANKA CONTRACTORS, INC

b. COMPANY NAME:

c. STREET ADDRESS: 40 Fetters Mill Rd

d. CITY: Huntingdon Valley | e. STATE: PA | f. ZIP CODE: 19006-5108

f. SHIP VIA:

8. TYPE OF ORDER

[X] a. PURCHASE
REFERENCE YOUR:

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.

[ ] b. DELIVERY

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.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: Ofc. of Assistant Superintendent

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*

[X] a. SMALL | [ ] b. OTHER THAN SMALL | [X] c. DISADVANTAGED | [ ] g. SERVICE-DISABLED VETERAN-OWNED

[X] d. WOMEN-OWNED | [ ] e. HUBZone | [ ] f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF

a. INSPECTION: Destination | b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*: 30 Days After Notice to Proceed

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:<br>U.S.Merchant Marine Academy<br>Division of Procurement<br>USMMA-5206<br>300 Steamboat Road<br>Kings Point NY 11024-1699<br>Continued ... | | | | | |

18. SHIPPING POINT:

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

17(h) TOTAL *(Cont. pages)*: $49,937.00

21. MAIL INVOICE TO:

a. NAME: MARAD A/P INVOICES

*SEE BILLING INSTRUCTIONS ON REVERSE*

b. STREET ADDRESS (or P.O. Box): P.O.BOX 25710

17(i) GRAND TOTAL: $49,937.00

c. CITY: OKLAHOMA CITY | d. STATE: OK | e. ZIP CODE: 73125

22. UNITED STATES OF AMERICA BY *(Signature)*: Maxmillian S. Diah

23. NAME *(Typed)*: Maxmillian Diah
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(e)

## SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $ ___________. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

## RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

| SHIPMENT NUMBER | PARTIAL | | DATE RECEIVED | SIGNATURE OF AUTHORIZED U.S. GOV'T REP. | DATE |
|---|---|---|---|---|---|
| | FINAL | | | | |
| TOTAL CONTAINERS | | GROSS WEIGHT | RECEIVED AT | TITLE | |

## REPORT OF REJECTIONS

| ITEM NO. | SUPPLIES OR SERVICES | UNIT | QUANTITY REJECTED | REASON FOR REJECTION |
|---|---|---|---|---|
| | | | | |

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

| DATE OF ORDER | CONTRACT NO. | ORDER NO. |
|---|---|---|
| 09/20/2011 | | DTMA-95-P-2011-0225 |

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|---|---|---|---|---|---|---|
| | Accounting Info: 70111750MA-2011-1MRO000003-0000520700-25215-61006600 | | | | | |
| 0001 | Paint exterior of Land Hall. | 1 | LS | 49,937.00 | 49,937.00 | |
| | Paint exterior of Land Hall per SOW below.<br>STATEMENT OF WORK<br>1. DESCRIPTION: This work consists of but is not limited to providing all materials, labor, design, and equipment necessary for repairs and painting of Land Hall exterior. Currently, students and staff utilize Land Hall and need to have continuous access and egress available to them.<br><br>2. PERFORMANCE TIME: Work is to be completed within 30 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.<br><br>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.<br><br>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<br>Continued ... | | | | | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $49,937.00

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

| DATE OF ORDER | CONTRACT NO. | ORDER NO. |
|---|---|---|
| 09/20/2011 | | DTMA-95-P-2011-0225 |

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|---|---|---|---|---|---|---|
| | schedule to the Contracting Officer (CO) for approval and coordination. Coordinate proposed schedule 3 days in advance of work to be accomplished with the Project Manager. Work is to be performed to the satisfaction of the CO.<br><br>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.<br><br>A. GENERAL<br><br>a. The Contractor shall field verify existing conditions prior to any construction activities.<br>b. All work and testing performed is to conform to the latest edition of all applicable codes and standards.<br>c. The Contractor is required to obtain all permits and licenses necessary to complete construction and testing.<br>d. The contractor shall use only UL approved material if applicable, all products shall be inspected by the COTR prior to use, and any materials not approved for use shall be the contractor¿s responsibility for return.<br>e. 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.<br><br>Project Submittals:<br><br>a. The Contractor shall submit all materials submittals and specifications for COTR¿s approval prior to installation.<br>b. The Contractor shall submit specifications for all equipment to be installed to be approved by COTR prior to installation.<br>Continued ... | | | | | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

| DATE OF ORDER | CONTRACT NO. | ORDER NO. |
|---|---|---|
| 09/20/2011 | | DTMA-95-P-2011-0225 |

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|---|---|---|---|---|---|---|
| | B. PROJECT REQUIREMENTS:<br><br>a. All colors will be selected after award by the COTR and will be based on the Benjamin Moore color wheel. Paint will be Benjamin Moore or equivalent.<br>b. The contractor shall patch or repair all damaged areas of the exterior in order to provide a smooth and continuous work surface for paint to be applied.<br>c. The contractor shall paint the exterior of the facility, color to be selected by COTR after award.<br>d. 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.<br><br>D. CLOSE OUT/TESTING REQUIREMENTS:<br><br>a. Provide a warranty for defective materials and improper workmanship to be signed by Contractor and COTR.<br><br>Douglas Pader, Contract Specialist<br>DOT/MARAD<br>U.S. Merchant Marine Academy<br>Kings Point, New York 11024<br>telephone: (516)726-5840<br>e-mail: paderd@usmma.edu<br>fax: (516)773-5251<br>duns 831032367<br><br>The total amount of award: $49,937.00. The obligation for this award is shown in box 17(i). | | | | | |

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 30 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 *fifty-one (51)* 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 $152 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<br>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 |

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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 |

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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 |

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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 recieve 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.

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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, Indpendence 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 CASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler capacity over cater- piller 225 and lomatsu 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) mechanicl 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: Comrpessor (structural steel), Compressor (2 or more in battery), concrete finishing mchine, 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)

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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 lenghts (including jib) 150-249 ft | .75 |
| boom lenghts (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 caterpiller 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 |
|---|---|---|
| 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 & 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.

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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 |

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PAIN0806-010 10/01/2009

| | Rates | Fringes |
|---|---|---|
| Painters: | | |
| Stuctural Steel and Bridge | $ 45.50 | 28.76 |

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* PAIN1974-002 08/03/2011

| | Rates | Fringes |
|---|---|---|
| Painters: | | |
| DRYWALL TAPERS/POINTERS | $ 42.07 | 21.88 |

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PLAS0262-003 08/01/2010

| | Rates | Fringes |
|---|---|---|
| PLASTERER | $ 39.53 | 25.55 |

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PLAS0780-001 06/01/2010

| | Rates | Fringes |
|---|---|---|
| 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 | 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.

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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