ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 4 PAGES

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

1. DATE OF ORDER: 04/02/2010	2. CONTRACT NO. *(If any)*
3. ORDER NO.: DTMA5V10050	4. REQUISITION/REFERENCE NO.: MR10-235

5. ISSUING OFFICE *(Address correspondence to)*

U.S. Merchant Marine Academy (Procurement)
MMA-5206, Division of Procurement

Kings Point NY 11024-1699

6. SHIP TO: John McCormick

a. NAME OF CONSIGNEE: U.S. MERCHANT MARINE ACADEMY

b. STREET ADDRESS: Department of Maintenance & Repair

c. CITY	d. STATE	e. ZIP CODE
Kings Point	NY	11024-1699

7. TO:

a. NAME OF CONTRACTOR

b. COMPANY NAME: **Tafuri Tile & Marble Inc**

c. STREET ADDRESS: **3295 Royal Avenue**

d. CITY	e. STATE	f. ZIP CODE
Oceanside	**NY**	**11572-1204**

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

7010 - 1750 - MA2010 - 1MRO000 - 00 - 3000 - 05 - 207002521 - 5610066 - 00 - - - - - -

10. REQUISITIONING OFFICE: U.S. MERCHANT MARINE ACADEMY

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

[✓] a. SMALL [ ] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] g. SERVICE-DISABLED VETERAN-OWNED
[ ] d. WOMEN-OWNED [ ] e. HUBZone [✓] f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
USMMA KINGS POINT, NY	USMMA KINGS POINT, NY		05/28/2010	

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)
	SEE LINE ITEM DETAIL					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. *(Cont. pages)*
	21. MAIL INVOICE TO: Justin Breeden a. NAME: USMMA A/P Branch, AMZ-160				
	b. STREET ADDRESS *(or P.O. Box)*: USMMA A/P Branch, AMZ-160, PO Box 25710			$3,300.00	17(i) GRAND TOTAL
	c. CITY: Oklahoma City	d. STATE: OK	e. ZIP CODE: 73125		

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

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

OPTIONAL FORM 347 (REV. 3/2005)
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 / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
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.
04/02/2010		DTMA5V10050

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS:124469891 *REMIT TO: 2734 Aldred Avenue* *Oceanside, NY 11572*					
0001	WILEY HALL-MASONRY REPAIRS TO CONFERENCE ROOM WALLS-	1.00	JOB	3,300.000	3,300.00	
	Contractor shall provide all labor, tools and equipment necessary to remove all damaged masonry, prepare all surfaces, fabricate and install stone for a finish look to match existing fabricated stone wall. All work shall take place at Wiley Hall located at the U.S. Merchant Marine Academy Kings Point, NY 11024. *Delivery Date* 05/28/2010 *Start Date* 04/02/2010 *End Date* 05/28/2010 Reference Requisition: MR10-235 *CONTACT: DEBORAH PORTER, CONTRACT SPECIALIST* *516-773-5805* *INVOICE INQUIRIES: BARBARA MARTOS 405-954-1219*					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $3,300.00

Contract Level Funding Summary	Document Number	Title	Page
	DTMA5V10050	Masonry Repairs Conf Rm-Wiley	4 of 4

7010 - 1750 - MA2010 - 1MRO000 - 00 - 3000 - 05 - 207002521 - 5610066 - 00 - - - - - - -

$3,300.00

Reference Requisition: MR10-235

Total Funding: $3,300.00

ATTACHMENT 1

2. GENERAL INFORMATION

a. To ensure the safety of the Academy, its personnel and contractors, all work shall conform to all OSHA, EAP, NCAA, and Federal, State and Local Regulations.

b. Should any of the work performed under this contract prove defective by reason of faulty workmanship or materials, within a period of one (1) year from date of final acceptance of all work, the Contractor agrees to remedy Both defects at his/her own 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, description of guarantee and signature of Contractor.

c. The Contractor shall be held responsible for any damage to the surrounding areas, exercising due care and cause proper supervision by his/her representatives 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 at no additional cost to the Government.

d. The Contractor will take all necessary precautions to avoid injury to persons and damage to property and equipment. Any damage caused to Academy or tenants property or equipment will be the sole responsibility of the Contractor. All damages caused by the Contractor's employees will be repaired or replaced to the satisfaction of the tenant and/or the contracting officer at no additional cost to the Government.

e. **The Government shall not allow or permit any agent, independent Contractor or subcontractor to commence work on USMMA premises until the evidence of insurance required have been received by the Contracting Officer.**

f. The wages to be paid employees must be in conformance with the Department of Labor Construction Wage Decision Number NY080013, Modification Number 0, dated March 12, 2010. The determined wage rates are minimum rates and fringe benefits required to be paid pursuant to the Davis Bacon Act (see Attachment 1).

g. All debris is to be removed from Academy premises and area is to be left in a neat, clean and workmanlike manner.

h. Contractor's employees will visibly display a Contractor's furnished ID badge or card which shall include, at a minimum, the person's name, Contractor's Name and the individual's trade classification.

3. FINAL INSPECTION AND ACCEPTANCE

Upon completion of all work required, the Contractor shall request final inspection from the Planner/Estimator. If the work is acceptable, payment will be made. If the work is not acceptable to the M&R Representative. The Contractor will be furnished a list of items which must be made acceptable. The Contractor shall again request final inspection after the completion of the unacceptable items. If the work inspected is found to comply fully with the requirements of the contract, it shall be accepted by the Contracting Officer and final payment made in accordance with the terms and conditions of the contract.

4. INSURANCE REQUIREMENTS

The Contractor shall provide and maintain at his/her expense during the contract period the following insurance coverage:

a. **Public Liability (Including Automobile) and Property Damage**

This insurance shall protect the Government and the Contractor against all liability claims, or cost thereof, for personal injury or property damage resulting from the performance of the contract, within the following limits: not less than $1,000,000.00 for any one injury; not less than $2,000.000.00 for injuries resulting from any one accident. Property damage liability with the limit of not less than $2,000.000.00 for damage from any one accident.

b. **Contractor's Protective Liability and Property Damage:**

This insurance shall protect the Government and the Contractor against all liability claims, or cost thereof, for personal injury or property damage resulting from operations or subcontractors under this contract, in limit of not less than $1,000,000.00 for any one injury; not less than $2,000,000.00 for injuries resulting from any one accident. Property damage liability with the limit of not less than $2,000,000.00 for damage from any one accident.

c. **Workmen's Compensation: As** required by State or Commonwealth Laws.

(1) The Contractor shall promptly furnish to the Contracting Officer written evidence from the insurer that the required insurance is in effect and that it complies with the requirements of this clause. The Contractor shall promptly furnish to the Contracting Officer, upon request by the Contracting Officer, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

(2) Each insurance policy shall include the following provisions: **"It is a condition of this policy that the insurer shall furnish written notice to the Maritime Administration, in-care-of the Contracting Officer, thirty (30) days in advance of any reduction in or cancellation of this policy."** The Contractor agrees to insert the substance of this clause including this paragraph in all subcontracts hereunder.

d. **Liability to Third Person:**

The Contractor shall be responsible for and hold the Government harmless for all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the Contractor, its officers, agents, or employees in the performance of work under this contract.

5. VEHICLE REGISTRATION AND OPERATION

a. No private vehicles owned and/or used by personnel working for the Contractor shall park in areas reserved for the Academy's faculty and staff. These areas are the striped parking designations throughout the Academy. Contractor's personnel may park along village streets as authorized by posted signs. Delivery vehicles unloading both materials and equipment will be allowed to make their deliveries to their respective job sites throughout the Academy.

b. Privately owned and Contractor owned vehicles operating on Academy grounds must be registered at the Academy's Security Office immediately upon first arrival.

c. Privately owned and Contractor owned vehicles operating at the Academy are required to display a valid mechanical safety inspection sticker. If the state in which the vehicle is licensed or registered does not require a mechanical safety inspection, the requirements of the State of New York in the respect will govern.

d. All vehicles are subject to the traffic and parking regulations of the installation.

e. Personnel in the employ of the Contractor shall, in the operation of motor vehicles, possess a valid state driver's license, current registration and insurance certificate..

f. Academy Security Personnel will strictly enforce the above regulations.

6. ENVIRONMENT AND OCCUPATIONAL SAFETY

a. Contractors are required to submit hazardous Material Safety Data Sheets (MSDS) whenever the supplies being acquired are identified as hazardous materials.

b. Contractor shall be in possession of all licenses and permits required by Federal, State local laws to perform hazardous substance(s) removal or disposal services.

c. Contractor shall report to the Contracting Officer any accident or fire occurring at the Site of the work which causes: (l) a fatality; (2) loss workday on the part of any employee of the contractor; (3) damage of $1000 or more to contractor owned or leases Motor vehicles; (4) and/or damage for which a contract time extension may be requested.

1. FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effort 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) :

www.arnet.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1 (FEB 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-6	DAVIS BACON ACT (JUL 2005)
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)
52.222-9	APPRENTICES AND TRAINEES (FUL 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-12	CONTRACT TERMINATION - DEBARMENT (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MARCH 2007)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (SEPT 2006)
52.223-3	HAZARDOUS MATERIAL IDENTIFICAITON AND MATERIAL SAFETY DATA (ALTERNATE 1) (JAN 1997)
52.223-4	RECOVERED MATERIAL CERTIFICATION (MAY 2008)
52.223.5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-15	Energy Efficiency in Energy-Consuming Products
52.225.9	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (FEB 2009)
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
52.232-1	PAYMENTS (APR 1984)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

52.232-8	DISCOUNT FOR PROMPT PAYMENT (FEB 2002)
52.232-17	INTEREST (OCT 2008)
52.232-25	PROMPT PAYMENTS (OCT 2008)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)
52.232.33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-1	DISPUTES (JUL 2002)
52.236-2	DIFFERING SITE CONDITIONS (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)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, 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)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (AUG 1987)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996))
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM) (APR 1984)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

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)

ATTACHMENT 2

General Decision Number: NY100013 03/12/2010 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

ASBE0012-001 01/04/2010

	Rates	Fringes
Asbestos Workers/Insulator		
Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems	$ 51.38	28.87
HAZARDOUS MATERIAL HANDLER	$ 24.45	8.50

BOIL0005-001 01/01/2007

	Rates	Fringes
BOILERMAKER	$ 44.98	28.95+a

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 07/01/2009

	Rates	Fringes
BRICKLAYER	$ 48.50	20.94
MASON - STONE	$ 55.34	22.13

CARP0007-016 07/01/2009

	Rates	Fringes
Carpenters:		
Building	$ 37.21	30.23
Heavy & Highway	$ 37.21	30.23
Residential	$ 33.48	14.18

CARP0740-001 07/01/2005

	Rates	Fringes
MILLWRIGHT	$ 38.13	35.40

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 04/26/2008

	Rates	Fringes
ELECTRICIAN	$ 44.75	28.52

ELEC0025-002 04/25/2009

	Rates	Fringes
Electricians:		
Maintenance Unit	$ 36.70	12%+13.98
Telephone Unit	$ 33.31	15.5%+14.62
Wiring for single or multiple family dwellings and apartments up to and including 2 stories	$ 25.16	11.5%+7.83

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 03/17/2008

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....$	48.19	21.085+a+b
Modernization and Repair....$	38.46	20.935+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.

ENGI0138-001 06/01/2009

BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1.....$	46.04	27.94+a
GROUP 2.....$	43.65	27.94+a
GROUP 3.....$	42.06	27.94+a
GROUP 4.....$	38.85	27.94+a
GROUP 5.....$	37.24	27.94+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)

ENGI0138-002 08/01/2009

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:	$ 30.51	9.95+10%
GROUP 1	$ 48.47	28.19+a
GROUP 2	$ 45.24	28.19+a
GROUP 3	$ 43.61	28.19+a
GROUP 4	$ 40.33	28.19+a
GROUP 5	$ 36.71	28.19+a
GROUP 6	$ 29.91	9.05+10%

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 liew 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

IRON0046-003 07/01/2009

	Rates	Fringes
IRONWORKER		
METALLIC LATHERS	$ 39.00	41.37

IRON0197-001 07/01/2009

	Rates	Fringes
IRONWORKER		
STONE DERRICKMAN	$ 40.50	38.32

IRON0361-001 07/01/2009

	Rates	Fringes
IRONWORKER (STRUCTURAL)	$ 41.05	43.91

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

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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

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 05/01/2009

	Rates	Fringes
Painters:		
GLAZIERS	$ 39.00	31.94
Painters, Drywall Finishers	$ 34.50	19.84
Spray, Scaffold, Sandblasting	$ 37.50	19.84

PAIN0806-010 10/01/2009

	Rates	Fringes
Painters:		
Stuctural Steel and Bridge	$ 45.50	28.76

PAIN1974-002 07/01/2009

	Rates	Fringes
Painters:		
DRYWALL TAPERS/POINTERS	$ 41.32	20.81

PLAS0260-003 07/01/1999

	Rates	Fringes
PLASTERER	$ 27.91	15.16

PLAS0780-001 07/01/2007

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.40	26.10

PLUM0200-001 05/01/2009

	Rates	Fringes
PLUMBER		
BUILDING CONSTRUCTION:	$ 49.73	22.30
RESIDENTIAL CONSTRUCTION:	$ 28.07	8.40

PLUM0638-001 07/05/2006

	Rates	Fringes
PLUMBER		
SERVICE FITTERS	$ 26.30	2.55
SPRINKLER FITTERS, STEAMFITTERS	$ 43.82	32.72

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 10/01/2007

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs	$ 36.50	23.78

SHEE0028-002 07/30/2009

	Rates	Fringes
Sheet metal worker	$ 45.40	37.40

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.

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