NY 347 – RT. 111 TO MT. PLEASANT ROAD

PIN 0054.20, Contract D900012

DESIGN-BUILD CONTRACT DOCUMENTS

PART 1

DB AGREEMENT

FINAL January 17, 2013
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DESIGN-BUILD (DB) AGREEMENT

Contract No. ______________________

County __________________________

THIS DB AGREEMENT, entered into this ___ day of January, 2013, by THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as the “State,” acting by and through the New York State Department of Transportation, pursuant to the New York State Highway Law, and

☐ A corporation organized and existing under the laws of the State of ________________, or

☐ A partnership, consisting of _______________________________________________, or

☐ A Limited Liability Company (LLC), consisting of ____________________________, or

☐ A joint venture, consisting of ______________________________________________, or

☐ An individual conducting business as _________________________________________,

the location of whose principal office is ________________________________________.

WITNESSETH: That the State and the Design-Builder (hereinafter referred-to as the “Design-Builder” in the contract documents), for the consideration hereinafter named agree as follows:

ARTICLE 1. COMPENSATION

Article 1.1. Contract Price
As full compensation for the Work, the State will pay the Design-Builder the dollar amount set forth in the Design-Builder Proposal that is annexed hereto and made a part hereof.

See DB Section 101 for definitions and/or discussions of Contract, Force Account and Work. Contract Price shall be defined as the total amount paid for the Work to be performed under the Contract, as it may be adjusted from time to time to account for Orders on Contract.

Article 1.2. Executory Clause
In accordance with Section 41 of the New York State Finance Law, this Contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State beyond moneys available for the purpose thereof.

ARTICLE 2. CONTRACT TIME

Article 2.1. Notice To Proceed
The Design-Builder agrees that it will begin the Work herein embraced upon receipt of the Notice To Proceed (NTP), unless the consent of the State, in writing, is given to begin at a later date, and that it will prosecute the same so that it shall be completed and performed on or before the Substantial Completion Date shown in Article 2.2, and shall be fully completed on or before the Project Completion Date set forth
in Article 2.3. See DB Section 100 for further discussion of the completion date.

**Article 2.2. Substantial Completion Date**

This Project’s Substantial Completion Date is December 31, 2014. See DB Section 101 for the definition of “Substantial Completion Date.”

No extension beyond the Substantial Completion Date fixed by the terms of this Contract shall be effective unless in writing signed by the State. Any extension shall be for such time and terms and conditions as shall be fixed by the State, which may include the assessment of liquidated damages and a charge for engineering, inspection, or other expenses.

Notice of application for such extension shall be filed with the Department’s Project Manager at least 15 days prior to the Substantial Completion Date fixed by the terms of this Contract.

**Article 2.3. Project Completion Date**

This Project’s Completion Date is April 30, 2015. See DB Section 108-04 for more information on the Project Completion Date.

No extension beyond the Project Completion Date fixed by the terms of this Contract shall be effective unless in writing signed by the State. Any extension shall be for such time and terms and conditions as shall be fixed by the State, which may include the assessment of liquidated damages and a charge for engineering, inspection, or other expenses.

Notice of application for such extension shall be filed with the Department’s Project Manager at least 15 days prior to the Project Completion Date fixed by the terms of this Contract.

**Article 2.4. Final Acceptance**

This Project’s Final Acceptance Deadline shall be no later than April 30, 2015. Final acceptance shall occur no later than the Project Completion Date.

When in the opinion of the Department’s Project Manager the Design-Builder has fully performed the Work under this Contract, the Department’s Project Manager shall recommend to the Regional Director and the Commissioner of Transportation the Final Acceptance of the Work so completed. If the Commissioner accepts the recommendation of the Department’s Project Manager, he/she shall thereupon by letter notify the Design-Builder of such Final Acceptance, and copies of such Final Acceptance shall be sent to other interested parties.

Final Acceptance shall be final and conclusive except for: defects not readily ascertainable by the State; actual or constructive fraud; gross mistakes amounting to fraud; other errors which the Design-Builder knew or should have known about; or the State’s rights under any Warranty or guarantee. Final Acceptance may be revoked by the State at any time prior to the issuance of the final check by the New York State Office of the Comptroller upon the State's discovery of such defects, mistakes, fraud, or errors in the Work.

**ARTICLE 3. WORK TO BE DONE**

The Design-Builder shall furnish all the Materials, appliances, tools, and labor of every kind required, and construct and complete in the most substantial and skillful manner, the design, construction, improvement, or reconstruction of the Project on or before the dates defined above in Article 2 and as specifically identified and shown in the Scope of Work to this Agreement and elsewhere in the Contract.
ARTICLE 4. LICENSING

Any professional services regulated by Articles 145, 147, and 148 of the New York State Education Law to be performed under this Contract shall be performed by a professional licensed in accordance with such articles.

ARTICLE 5. DOCUMENTS FORMING THE CONTRACT

The Contract shall include and incorporate the executed DB Agreement (Part 1); DB Section 100 (Part 2); the Project Requirements (Part 3); the Utility Requirements (Part 4); the Special Provisions (Part 5); the Directive Plans included in the RFP Plans (Part 6); the Engineering Data (Part 7); the Special Specifications (Part 8); and the Design-Builder’s Proposal, including all addenda or appendices thereto (Part 9); the Standard Specifications of the New York State Department of Transportation (May 1, 2008 Edition), Sections 200 through 700, as Amended, except to the extent that they are modified by the Special Provisions (Part 5); Appendix A, Standard Clauses for New York State Contracts; Appendix B, Federal Requirements; Appendix C, State Prevailing Wage Rates; RFP Addenda 1 through ___ (Part 10); any supplemental agreements, amendments, Orders on Contract, Contract modifications, and all provisions required by law to be inserted in the Contract, whether actually inserted or not. See Part 2, DB Section 102-2 for the order of precedence of the Contract Documents.

ARTICLE 6. DISADVANTAGED BUSINESS ENTERPRISE GOALS

This Contract is a Federal-aid contract. A DBE goal must be set pursuant to 49 CFR 26. The DBE goal for this Contract for design/construction is 13%. The Design-Builder must make a good faith effort to meet this goal. See DB Section 101 for definition of DBE and DB Section 102-8 for more information on the DBE program.

ARTICLE 7. EXAMINATION OF DOCUMENTS AND SITE

The Design-Builder agrees that before submitting its Proposal it carefully examined the Contract Documents together with the Site of the proposed Work and its surrounding territory. The Design-Builder further agrees it is informed regarding all of the conditions affecting the Work to be done and labor and Materials to be furnished for the completion of this Contract, including the existence of poles, wires, pipes, and other facilities and structures of municipal and other public service corporations on, over, or under the Site, and that its information was secured by personal and other investigation and research.

ARTICLE 8. ALTERATIONS AND OMISSIONS

The Work identified in the Contract Documents shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the State other than the consideration named in this Contract.

The State reserves the right, at any time during the progress of the Work, to alter the scope of Work, or omit any portion of the Work as it may deem reasonably necessary for the public interest. This right includes making allowances for additions and deductions, with compensation made in accordance with the Contract Documents for the altered or omitted Work.
ARTICLE 9. PERIODIC PAYMENTS

The Design-Builder Agrees to the terms for Periodic Payments described in Part 2, DB Section 109-5.2.

ARTICLE 10. NO PERIODIC PAYMENT ON DESIGN-BUILDER’S NON-COMPLIANCE

The Design-Builder Agrees to the terms for No Periodic Payment on Design-Builder’s Non-Compliance described in Part 2, DB Section 109-5.4.

ARTICLE 11. FINAL PAYMENT

The Design-Builder Agrees to the terms for final agreement described in Part 2, DB Section 109-12.2 and Final Payment described in Part 2, DB Section 109-13.

ARTICLE 12. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT

It is further mutually agreed that if at any time during the prosecution of the Work the Commissioner of Transportation shall determine that the Work is not being performed according to the Contractor for the best interest of the State, the Commissioner may proceed in any of the following ways:

1) Temporarily suspend the execution of the Work by the Design-Builder, and the Commissioner of Transportation may then proceed with the Work under his/her own direction in such manner as will accord with the Contract Documents and be for the best interests of the State; or

2) Terminate the Design-Builder’s Contract while it is in progress, and thereupon proceed with the Work by a new contract negotiated or publicly advertised, by the use of his/her own forces, by calling upon the Surety to complete the Work in accordance with the Contract Documents, or by a combination of any such methods; or

3) Cancel the Contract and re-advertise as provided in Section 38 of the New York State Highway Law; or

4) Complete the Work under the State’s direction in such a manner as will accord with the Contract Documents and be for the interests of the State.

Any excess in the cost of completing the Contract beyond the Contract Price for which it was originally awarded shall be charged to and paid by the Design-Builder failing to perform the Work or its Surety, all pursuant to the provisions of Section 40 of the New York State Highway Law.

In the event of suspension or termination the Design-Builder shall be paid its costs, including contract close-out costs, and profit on work satisfactorily performed and project design costs actually incurred up to the time of termination. The Design-Builder shall promptly submit its termination claim. The Design-Builder will only be paid the contract price for materials delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

Whenever the State determines to suspend or stop Work under this Contract, a written notice sent by mail to the Design-Builder at its address and to its Sureties at their respective addresses shall be sufficient notice of its action in the premises.

ARTICLE 13. DETERMINATION AS TO VARIANCES

In any case of any ambiguity in the Contract Documents or between any of the various Parts of the
ARTICLE 14. SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns, and representatives of the parties hereto.

ARTICLE 15. NON-ASSIGNMENT CLAUSE

In accordance with Section 138 of the New York State Finance Law, this Contract may not be assigned by the Design-Builder, or its right, title, or interest therein assigned, transferred, conveyed, sublet, or disposed of without the previous consent, in writing, of the State. Any attempts to assign the Contract without the State’s written consent are null and void. The Design-Builder may, however, assign its right to receive payment without the State’s prior written consent unless this Contract concerns certificates of participation pursuant to Article 5-A of the New York State Finance Law.

ARTICLE 16. PROJECT ORGANIZATION

Article 16.1 Department’s Project Organization

The following information is the contact information for the Department’s Project Manager. The Department’s Project Manager will serve as the main point of contact for the Design-Builder. All notices should be sent to the Department’s Project Manager at the following address:

Name: __________________________
Address: _________________________
Telephone number: _________________
Fax number: _______________________

Article 16.2. Design-Builder’s Project Organization

The following information is the contact information for the Design-Builder’s Project Manager. The Design-Builder’s Project Manager will serve as the main point of contact for the State. All notices should be sent to the Design-Builder’s Project Manager at the following address:

Name: __________________________
Address: _________________________
Telephone number: _________________
Fax number: _______________________

ARTICLE 17. INSURANCE PROGRAM

The Design-Builder shall procure, at its own sole cost and expense, and shall maintain in force at all times during the term of this contract including any extensions or renewals until Final Acceptance of the Contract, the policies of insurance, set forth below covering all operations under the Contract, whether performed by it or its subcontractors. The insurance policies must be written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York and that have an A.M. Best Company rating of (A-) or better or approved by the Department. The Department may, at its sole discretion, permit the placement of policies with a non-authorized carrier or carriers upon request by the Design-Builder accompanied by the documentation required by 11 NYCRR §27.0 et seq.; provided that nothing herein shall be construed to require the Department to accept insurance placed with a non-
authorized carrier under any circumstances. The Design-Builder shall deliver to the Department evidence of such policies as the Department deems necessary to verify that the required insurance is in effect.

A. **Conditions Applicable to Insurance.** All policies of insurance required by this agreement must meet the following requirements:

1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Design-Builder are specified in Paragraph B **Insurance Requirements** below. General liability insurance shall apply separately on a per-job or per-project basis.

2. **Policy Forms.** Except as may be otherwise specifically provided herein or agreed in writing by the Department, policies must be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.

3. **Certificates of Insurance/Notices.** Design-Builder shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commissioner, before commencing any work under this contract. Certificates or transmittal correspondence shall reference the NYSDOT Contract D900010. Certificates shall be mailed to the:

   **Office of Contract Management**  
   New York State Department of Transportation  
   50 Wolf Rd.  
   Albany, NY 12232

   Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon thirty (30) days’ prior written notice to the Department by Certified Mail, Return Receipt Requested at the address stated above. If requested by the Department, the Design-Builder shall deliver to the Department within forty-five (45) days a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

   Certificates of Insurance shall:

   a. Be in the form provided by the Department (C218 or successor) unless the Department specifically approves a different form. The ACORD forms of Certificate of Insurance are not acceptable.
   b. Be signed by an authorized representative of the insurance carrier or producer and be acknowledged before a notary public.
   c. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
   d. Specify the Additional Insureds and Named Insureds as required herein.
   e. Refer to this Contract by the number on the face of the certificate, and
   f. Expressly reference the inclusion of all required endorsements.

   If at any time during the term of this contract, it shall come to the attention of the Department that required insurance is not in effect or that adequate proof of insurance has not been provided,
the Department may, at its option:

a. Direct the Design-Builder to suspend work and not re-enter the premises, with no additional payment or extension of time due on account thereof, or

b. May withhold further contract payments in accordance with Article 10 No Periodic Payment Due to Design-Builder’s Non-Compliance of the contract agreement, or

c. Treat such failure as a breach or default of the contract.

4. Additional Insured. All insurance policies required by these specifications, except workers’ compensation and professional liability shall be endorsed to provide coverage to the People of the State of New York, the State of New York, the Commissioner of Transportation, all employees of the Department of Transportation both officially and personally, any municipality in which the work is being performed, any public benefit corporation, railroad, public utility whose property or facilities are affected by the work, any consultant inspecting engineer or inspector working for or on the contract, and their agents or employees with respect to any claim arising from the Design-Builder’s Work under this contract or as a result of the Design-Builder’s activities. The endorsement shall be effected by endorsement of the applicable policy using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a form(s) that provides equivalent coverage.

5. Primary Coverage. All insurance policies, excepting workers’ compensation, shall provide that the required coverage shall be primary as to any other insurance that may be available to the Department for any claim arising from the Design-Builder’s Work under this contract, or as a result of the Design-Builder’s activities.

6. Waiver of Subrogation. As to every type and form of insurance coverage required from the Design-Builder, there shall be no right of subrogation against the State of New York, the New York State Department of Transportation, its agents or employees. To the extent that any of Design-Builder’s policies of insurance prohibit such a waiver of subrogation, Design-Builder shall secure the necessary permission to make this waiver.

7. Policy Renewal/Expiration. At least thirty (30) calendar days prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Department than the expiring policies shall be delivered to the Department in the manner required for service of notice in Paragraph A.3. Certificates of Insurance/Notices above.

8. Self-Insured Retention/Deductibles. Design-Builders utilizing self-insurance programs are required to provide a description of the program for Department approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Design-Builder or third-party-administered insurance deductible shall be limited to the amount of the bid deposit or $100,000.00, whichever is less. Security is not required if it is otherwise provided to an administrator for an approved risk management program. The Department will not accept a self-insured retention program without security being posted to assure payment of both the self-insured retention limit and the cost of adjusting claims. The Design-Builder shall be solely responsible for all claim expense and loss payments within any permitted deductible or self-insured retention. If the Design-Builder’s deductible in a self-administered program exceeds the amount of the bid deposit, the Design-Builder shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by Department must be issued by a guarantor or surety with an AM Best Company rating of (A-) or better. If, at any time during the term of this agreement, the Department, in its
sole discretion, determines that the Design-Builder is not paying its deductible, it may require the Design-Builder to collateralize all or any part of the deductible or self-insured retention on any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the Design-Builder.

9. **Waiver of Indemnities.** The Design-Builder waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss, whether or not such loss is insured.

10. **Subcontractor’s Liability Insurance.** In the event that any portion of the work described in this contract is performed by a subcontractor, the insurance requirements of this Article shall be incorporated into the subcontract agreement. Subcontractor insurance requirements shall include the requirements for Workers’ Compensation, Commercial General Liability, and, if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. Design-Builder shall require that Certificates of Insurance, meeting the requirements of the Department are provided to the Department documenting the insurance coverage for each and every subcontractor employed by them to do work under this contract.

**B. Insurance Requirements.** The types of insurance and minimum policy limits shall be as follows:

1. **Workers’ Compensation and Disability Insurance.** As required by State Finance Law §142, the Design-Builder shall maintain in force workers’ compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of Design-Builder’s employees. Design-Builder shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

2. **Commercial General Liability Insurance.** The Design-Builder shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Design-Builder. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than $1,000,000.00 per occurrence and not less than $2,000,000.00 aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:

   a. Coverage for contractual liability assumed by the Design-Builder insured under an insured contract (including the tort liability of another assumed in a business contract).

   b. All insurance policies required by these specifications except workers’ compensation and professional liability shall be endorsed to provide coverage to the People of the State of New York, the Commissioner of Transportation, all employees of the Department of Transportation both officially and personally, any municipality in which the work is being performed, any public benefit corporation, railroad, public utility whose property or facilities are affected by the work, any consultant inspecting engineer or inspector working for or on the contract, and their agents or employees using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.

   c. Products-Completed Operations Coverage, as provided in the General Liability Policy, or in certain instances through ISO form CG 26 11 09 99 or suitable equivalent.
d. Where contract work will be performed by unregistered off-road equipment, Design-Build shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, ISO form CG 04 33 10 01 or equivalent.
e. Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.
f. For contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment, Explosion, Collapse and Underground Hazards coverage (“XCU”) (for contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment).

3. **Commercial Automobile Insurance including liability and required coverage for New York.** In the event that automobiles are used in connection with Design-Build’s business or operations with the Department, the Design-Build shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of Design-Build’s automobiles (including owned, hired and non-owned vehicles) on and around the project. This should be ISO form CA 00 01 10 01, CA 00 01 01 87 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than $1,000,000.00 for each accident.

4. **Umbrella or Excess Liability Insurance.** The Design-Build shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Design-Builders, products-completed operations, personal injury, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Design-Build, or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than $5,000,000.00 per occurrence/aggregate.

5. **Special Protective and Highway Liability Policy.** The Design-Build shall maintain, separate and apart from its umbrella policy, a policy issued to and covering the liability of the People of the State of New York, The State of New York, the Commissioner of Transportation, all employees of the Department of Transportation both officially and personally, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, against damages that the insured may be held legally liable to pay for property damage, personal injuries, or death that is caused by any occurrence that takes place within any location where work is to be or is being performed by Design-Build, including at the location of any of the work. This should be ISO form CG 00 14 12 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than $1,000,000.00 per occurrence and at least $2,000,000.00 for each aggregate limit.

6. **Design-Build’s Risks.** The Design-Build shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property,
and/or (c) automobile physical damage and/or theft. In no event shall the Department be liable for any damage to, or loss of, personal property, or damage to, or loss of, an automobile that is covered by a policy of insurance that is required by this agreement, even if such loss is caused by the negligence of the Department.

7. **Professional Liability/Errors and Omissions.** The Design-Builder’s designer shall maintain at its own expense such insurance as is customary to compensate Department for any claims or losses that occur because of Designer’s errors, omissions, malpractice, or breach of professional obligations. Such policy or policies may be written on a claims-made form, so long as coverage is maintained to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than $250,000.00 subject to approval by Department. It is also agreed that Department may withhold payment for services rendered under this contract in the event and to the extent any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount of no less than $2,000,000.00 per claim and $2,000,000.00 in the aggregate.

**ARTICLE 18. INDEMNIFICATION**

The Design-Builder Agrees to the terms for Indemnification described in Part 2, DB Section 107-27.1.

**ARTICLE 19. LIQUIDATED DAMAGES**

Time is an essential element of the Contract, and it is important that the Work be pursued vigorously to completion. The public is subject to detriment and inconvenience when full use of infrastructure cannot be made because of an incomplete Project.

The Design-Builder agrees to a liquidated damages charge in accordance with Contract Document, Part 2, DB Section 108-5.

**ARTICLE 20. INDEPENDENT CONTRACTOR.**

The Design-Builder Agrees to the terms as an Independent Contractor described in Part 2, DB Section 107-1(b).

**ARTICLE 21. NO CONFLICT OF INTEREST**

The Design-Builder hereby agrees that this Contract has been secured without any apparent or real conflict of interest that would (1) compromise the integrity and fairness of the procurement process; (2) create circumstances where the Design-Builder obtained or appeared to obtain an unfair competitive advantage; or (3) compromise the interests of the Department and the People of the State of New York.

The Design-Builder further agrees that the Contract was secured without collusion or fraud and that neither any officer nor employee of the Department of Transportation has or shall have a financial interest in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law referred to in the Standard Specifications which are made a part of this contract.)

**ARTICLE 22. FEDERAL CLAUSES**
This Contract is a Federal-aid contract. Please refer to Contract Document, Part 2, DB Section 100 - General Provisions, for the required federal clauses. See also Article 5 regarding the precedence of the federal clause to the rest of the Contract Documents.

ARTICLE 23. SELF PERFORMANCE.

Design-Builder self performance.

The Design-Builder shall perform with its own organization Contract Work amounting to not less than 51 percent of the original total Contract Price. The Design-Builder’s own organization shall be construed to include only Workers employed and paid directly by the Design-Builder and Equipment owned or rented by it, with or without operators. The Design-Builder’s own organization does not include employees or Equipment of a Subcontractor, assignee, or agent of the Design-Builder and/or its Principal Participants. The Contract amount upon which the 51 percent requirement is computed includes the cost of Materials and manufactured products which are to be purchased or produced by the Design-Builder under the Contract provisions.

ARTICLE 24. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with §139-h of State Finance Law, the Design-Builder hereby promises, asserts and represents that neither the Design-Builder nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the effective Regulations of the United States Department of Commerce promulgated under either act. It is understood further that the State in awarding a contract does so in material reliance upon the promise and representation made by the Design-Builder in the foregoing paragraph and that such contract shall be rendered forfeit and void by the State Comptroller if subsequent to the bid execution date, the Design-Builder or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the aforesaid Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.

The Design-Builder agrees to and shall notify the Commissioner of Transportation, the Director of the Contract Management Bureau and State Expenditures in the Office of the State Comptroller of any such conviction or final determination of violation within five (5) days thereof.
IN WITNESS WHEREOF, this Contract has been executed by the State, acting by and through the Commissioner of Transportation, and the Design-Builder or its appointed representative, which has executed this Contract on the day and year first written above.

New York State Department of Transportation  
_____________________________________  ________________________________  
Title  
______________  Date  

Design-Builder  
_____________________________________  ________________________________  
Title  
_____________________________________  ________________________________  
Date

(Acknowledgment by individual Design-Builder)

STATE OF NEW YORK  
COUNTY OF ____________  

On this ____________ day of ____________, 2013 before me personally came and appeared _________________ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

____________________________________  
Notary Public County

(Acknowledgment by co-partnership Design-Builder)

STATE OF NEW YORK  
COUNTY OF ____________  

On this ____________ day of ____________, 2013 before me personally came and appeared _________________ to me known to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _________________, consisting of himself/herself and _________________ and that he/she executed the foregoing instrument in the firm name of _________________ and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _________________, for the uses and purposes mentioned therein.

____________________________________  
Notary Public
[Acknowledgment by Limited Liability Company (LLC) Design-Builder]

STATE OF NEW YORK  
COUNTY OF ____________  

do: 2013, before me personally came and appeared ____________________ to me known to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the LLC of _________________ and that he/she executed the foregoing instrument in the LLC’s name of ______________________ and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said LLC of _________________, for the uses and purposes mentioned therein.

____________________________________
Notary Public

(Acknowledgment by Design-Builder, if a corporation)

STATE OF NEW YORK  
COUNTY OF ____________  

do: 2013, before me personally came ____________________, to me known, who being duly sworn, did depose and say that he/she resides in _________________ that he/she is the __________ of the _________________, the corporation described in and which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of said corporation.

____________________________________
Notary Public

(Acknowledgment by Design-Builder, if a joint venture)

STATE OF NEW YORK  
COUNTY OF ____________  

do: 2013 before me personally came ____________________, to me known, who being duly sworn, did depose and say that he/she resides in _________________ that he/she is the __________ of the _________________, the joint venture described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by Power of Attorney granted by that joint venture.

____________________________________
Notary Public
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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS
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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.
7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to
be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the
subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.
APPENDIX B

FEDERAL REQUIREMENTS

Attachment 1: FHWA Form 1273
Attachment 2 – Federal Prevailing Wage Rate
Attachment 3 – Goals for Equal Employment Opportunity (EEO) Participation
Attachment 4 – Goals for Disadvantaged/Minority/Women’s Business Enterprise (D/M/WBE) Participation
APPENDIX B

ATTACHMENT 1

FHWA Form 1273
REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate supervision and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment , or
   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
   b. The contractor will accept as his operating policy the following statement:

   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)
a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the
unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

   i. The number of minority and non-minority group members and women employed in each work classification on the project;

   ii. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

   iii. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

   iv. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)
REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs incurred for more than a weekly period (but not less than those contained in the wage determination), shall be classified in conformance with the wage determination. Also, for the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, of the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 and are herein incorporated by reference in this contract.

classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

i. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

ii. the additional classification is utilized in the area by the construction industry;

iii. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

iv. with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:
a. Apprentices:

i. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

ii. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

iii. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable classification, fringes shall be paid in accordance with that determination.

iv. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

i. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

ii. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

iii. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

iv. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any
other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

i. that the payroll for the payroll period contains the
VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced for the fulfillment of the contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to
In order to assure high quality and durable construction in
engineers, contractors, suppliers, and workers on Federal-aid
projects, it is essential that all persons concerned with the
project perform their functions as carefully, thoroughly, and
honestly as possible. Willful falsification, distortion, or
misrepresentation with respect to any facts related to the project is a
violation of Federal law. To prevent any misunderstanding
regarding the seriousness of these and similar acts, the following
notice shall be posted on each Federal-aid highway project (23 CFR
635) in one or more places where it is readily available to all
persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United
States, or of any State or Territory, or whoever, whether a person,
association, firm, or corporation, knowingly makes any false
statement, false representation, or false report as to the character,
quality, quantity, or cost of the material used or to be used, or the
quantity or quality of the work performed or to be performed, or the
cost thereof in connection with the submission of plans, maps,
specifications, contracts, or costs of construction on any highway
or related project submitted for approval to the Secretary of
Transportation; or

Whoever knowingly makes any false statement, false representation,
false report or false claim with respect to the character, quality,
quantity, or cost of any work performed or to be performed, or
materials furnished or to be furnished, in connection with the
construction of any highway or related project approved by the
Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 335), as amended and supplemented:

Shall be fined not more than $10,000 or imprisoned not more than 5
years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all
related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or
subcontract, as appropriate, the bidder, Federal-aid construction
contractor, or subcontractor, as appropriate, will be deemed to have
stipulated as follows:

1. That any facility that is or will be utilized in the performance of
this contract, unless such contract is exempt under the Clean Air
Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-
604), and under the Federal Water Pollution Control Act, as
amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500),
Executive Order 11738, and regulations in implementation thereof
(40 CFR 15) is not listed, on the date of contract award, on the U.S.
Environmental Protection Agency (EPA) List of Violating Facilities
pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with
all the requirements of Section 114 of the Clean Air Act and
Section 308 of the Federal Water Pollution Control Act and all
regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any
communication from the Director, Office of Federal Activities,
EPA, indicating that a facility that is or will be utilized for the
contract is under consideration to be listed on the EPA List of
Violating Facilities.

4. That the firm agrees to include or cause to be included the
requirements of paragraph 1 through 4 of this Section X in every
nonexempt subcontract, and further agrees to take such action as the
government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:
(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary
participant is providing the certification set out below.

b. The inability of a person to provide the certification set out
below will not necessarily result in denial of participation in this
covered transaction. The prospective participant shall submit an
explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection
with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
   d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)
   a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

* * * * *

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *
APPENDIX B

ATTACHMENT 2

Federal Prevailing Wage Rate
General Decision Number: NY120012 10/05/2012 NY12

Superseded General Decision Number: NY20100013

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

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ASBE0012-001 01/02/2012

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<td>Asbestos Workers/Insulator</td>
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<tr>
<td>Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems</td>
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HAZARDOUS MATERIAL HANDLER | $ 30.00 | 9.10 |

BOIL0005-001 01/01/2012

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<td>BOILERMAKER</td>
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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 07/01/2011

http://www.wdol.gov/wdol/scafiles/davisbacon/ny12.dvb
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<td>MASON - STONE</td>
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Carpenters:
- **Building**
  - $37.23 30.80
- **Heavy & Highway**
  - $37.23 30.80
- **Residential**
  - $33.48 30.80

MILLWRIGHT
- $46.19 44.93

Carpenters:
- **DIVERS TENDERS**
  - $41.16 38.46
- **DIVERS**
  - $58.01 38.46
- **DOCKBUILDERS**
  - $46.21 38.46
- **PILEDRIVERMAN**
  - $43.61 38.46

TIMBERMEN
- $42.63 31.32

Electricians:
- **Maintenance Unit**
  - $39.20 12%+$15.52
- **Telephone Unit**
  - $35.45 16%+$15.93
- **Wiring for single or multiple family dwellings and apartments up to and including 3 stories**
  - $26.10 13%+10.88

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 03/17/2012

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<td>Elevator Constructor........$ 55.20 26.105+a+b</td>
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<tr>
<td>Modernization and Repair....$ 43.79 25.955+a+b</td>
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FOOTNOTE:


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

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<tr>
<td>GROUP 1.........$ 50.78 28.84+a</td>
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<tr>
<td>GROUP 2.........$ 48.20 28.84+a</td>
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<tr>
<td>GROUP 3.........$ 46.48 28.84+a</td>
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<tr>
<td>GROUP 4.........$ 43.01 28.84+a</td>
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<tr>
<td>GROUP 5.........$ 41.27 28.84+a</td>
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</tbody>
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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.

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 CASSIFCATIONS

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, cherry picker, 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: 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 diaphrgrm), 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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ENG10138-002 06/01/2011

HEAVY & HIGHWAY

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<td>GROUP 2....................</td>
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<td>29.09+a</td>
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<tr>
<td>GROUP 3....................</td>
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<tr>
<td>GROUP 6....................</td>
<td>$ 32.32</td>
<td>11.60+a</td>
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</table>

NOTES:

Hazmat premiums:
- Level A                   3.50
- Level B                   2.50
- Level C                   1.50

Truck and Crawler Cranes long boom premiums:
- boom lengths (including jib) 100-149 ft       .50
- boom lengths (including jib) 150-249 ft       .75
- boom lengths (including jib) 250-349 ft      1.00
- boom lengths (including jib) 350 ft          1.50

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

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Well drillers

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<table>
<thead>
<tr>
<th>LABO1298-001 06/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HEAVY &amp; HIGHWAY</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Laborers:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Rakers; Formsetters</td>
</tr>
<tr>
<td>Asphalt Shovelers, Roller Boys &amp; Tamperers</td>
</tr>
<tr>
<td>Regular Laborers</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Rate Date</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAIN0009-002 05/01/2012</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painters:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GLAZIERS...........</td>
<td>$ 40.00</td>
<td>32.89</td>
</tr>
<tr>
<td>Painters, Drywall Finishers.</td>
<td>$ 35.00</td>
<td>20.64</td>
</tr>
<tr>
<td>Spray, Scaffold, Sandblasting..........</td>
<td>$ 38.50</td>
<td>20.87</td>
</tr>
<tr>
<td>PAIN0806-010 10/01/2009</td>
<td></td>
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<tr>
<td>Painters:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structural Steel and Bridge..</td>
<td>$ 45.50</td>
<td>28.76</td>
</tr>
<tr>
<td>PAIN1974-002 06/27/2012</td>
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<tr>
<td>Painters:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DRYWALL TAPERS/POINTERS.....</td>
<td>$ 43.32</td>
<td>22.01</td>
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<tr>
<td>PLAS0262-003 02/01/2012</td>
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<tr>
<td>PLASTERER.................</td>
<td>$ 40.78</td>
<td>26.80</td>
</tr>
<tr>
<td>* PLAS0780-001 07/01/2012</td>
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<tr>
<td>CEMENT MASON/CONCRETE FINISHER...</td>
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<td>38.95</td>
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<td>PLUM0200-001 05/01/2012</td>
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<tr>
<td>PLUMBER:</td>
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<tr>
<td>BUILDING CONSTRUCTION:......</td>
<td>$ 50.48</td>
<td>29.8</td>
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<tr>
<td>RESIDENTIAL CONSTRUCTION:...</td>
<td>$ 29.46</td>
<td>10.36</td>
</tr>
<tr>
<td>PLUM0638-001 06/27/2012</td>
<td></td>
<td></td>
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<tr>
<td>PLUMBER:</td>
<td></td>
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</tr>
<tr>
<td>SERVICE FITTERS.........</td>
<td>$ 26.30</td>
<td>2.55</td>
</tr>
<tr>
<td>SPRINKLER FITTERS, STEAMFITTERS..........</td>
<td>$ 51.25</td>
<td>49.54</td>
</tr>
</tbody>
</table>

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 10/01/2011

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>ROOFER...</td>
<td>$ 38.50</td>
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### SHEE0028-002 09/15/2011

<table>
<thead>
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<tr>
<td>SHEET METAL WORKER</td>
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<td>BUILDING CONSTRUCTION........</td>
<td>$ 48.90</td>
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<td>RESIDENTIAL CONSTRUCTION.....</td>
<td>$ 27.22</td>
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### TEAM0282-002 07/01/2012

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck drivers:</td>
<td></td>
</tr>
<tr>
<td>Asphalt........</td>
<td>$ 37.47</td>
</tr>
<tr>
<td>Euclids &amp; turnapulls....</td>
<td>$ 37.57</td>
</tr>
<tr>
<td>High Rise........</td>
<td>$ 42.00</td>
</tr>
</tbody>
</table>

**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, Day after Thanksgiving 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.

---

**WELDERS** - Receive rate prescribed for craft performing operation to which welding is incidental.

---

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)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "Identifiers" that indicate whether the particular rate is union or non-union.
Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

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.

================================================================
END OF GENERAL DECISION
Goals for Equal Employment Opportunity (EEO) Participation
GOALS FOR MINORITY PARTICIPATION

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>%</th>
<th>COUNTY</th>
<th>%</th>
<th>COUNTY</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
<td>3.2</td>
<td>Herkimer</td>
<td>2.1</td>
<td>* Richmond</td>
<td></td>
</tr>
<tr>
<td>Allegany</td>
<td>6.3</td>
<td>Jefferson</td>
<td>2.5</td>
<td>Rockland</td>
<td>22.6</td>
</tr>
<tr>
<td>Broome</td>
<td>1.1</td>
<td>Lewis</td>
<td>2.5</td>
<td>St. Lawrence</td>
<td>2.5</td>
</tr>
<tr>
<td>* Bronx</td>
<td></td>
<td>Kings</td>
<td></td>
<td>Saratoga</td>
<td>3.2</td>
</tr>
<tr>
<td>Cattaraugus</td>
<td>6.3</td>
<td>Livingston</td>
<td>5.3</td>
<td>Schenectady</td>
<td>3.2</td>
</tr>
<tr>
<td>Cayuga</td>
<td>2.5</td>
<td>Madison</td>
<td>3.8</td>
<td>Schoharie</td>
<td>2.6</td>
</tr>
<tr>
<td>Chautauqua</td>
<td>6.3</td>
<td>Monroe</td>
<td>5.3</td>
<td>Schuyler</td>
<td>1.2</td>
</tr>
<tr>
<td>Chemung</td>
<td>2.2</td>
<td>Montgomery</td>
<td>3.2</td>
<td>Seneea</td>
<td>5.9</td>
</tr>
<tr>
<td>Chenango</td>
<td>1.2</td>
<td>Nassau</td>
<td>5.8</td>
<td>Steuben</td>
<td>1.2</td>
</tr>
<tr>
<td>Clinton</td>
<td>2.6</td>
<td>* New York</td>
<td></td>
<td>Suffolk</td>
<td>5.8</td>
</tr>
<tr>
<td>Columbia</td>
<td>2.6</td>
<td>Niagara</td>
<td>7.7</td>
<td>Sullivan</td>
<td>17.0</td>
</tr>
<tr>
<td>Cortland</td>
<td>2.5</td>
<td>Oneida</td>
<td>2.1</td>
<td>Tioga</td>
<td>1.1</td>
</tr>
<tr>
<td>Delaware</td>
<td>1.2</td>
<td>Onondaga</td>
<td>3.8</td>
<td>Tompkins</td>
<td>1.2</td>
</tr>
<tr>
<td>Dutchess</td>
<td>6.4</td>
<td>Ontario</td>
<td>5.3</td>
<td>Ulster</td>
<td>17.0</td>
</tr>
<tr>
<td>Erie</td>
<td>7.7</td>
<td>Orange</td>
<td>17.0</td>
<td>Warren</td>
<td>2.6</td>
</tr>
<tr>
<td>Essex</td>
<td>2.6</td>
<td>Orleans</td>
<td>5.3</td>
<td>Washington</td>
<td>2.6</td>
</tr>
<tr>
<td>Franklin</td>
<td>2.5</td>
<td>Oswego</td>
<td>3.8</td>
<td>Wayne</td>
<td>5.3</td>
</tr>
<tr>
<td>Fulton</td>
<td>2.6</td>
<td>Otsego</td>
<td>1.2</td>
<td>Westchester</td>
<td>22.6</td>
</tr>
<tr>
<td>Genesee</td>
<td>5.9</td>
<td>Putnam</td>
<td>22.6</td>
<td>Wyoming</td>
<td>6.3</td>
</tr>
<tr>
<td>Greene</td>
<td>2.6</td>
<td>* Queens</td>
<td></td>
<td>Yates</td>
<td>5.9</td>
</tr>
<tr>
<td>Hamilton</td>
<td>2.6</td>
<td>Rensselaer</td>
<td>3.2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens and Richmond.

<table>
<thead>
<tr>
<th>Trade</th>
<th>Goal Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricians</td>
<td>9.0 to 10.2</td>
</tr>
<tr>
<td>Bricklayers</td>
<td>13.4 to 15.5</td>
</tr>
<tr>
<td>Carpenters</td>
<td>27.6 to 32.0</td>
</tr>
<tr>
<td>Asbestos workers</td>
<td>22.8 to 28.0</td>
</tr>
<tr>
<td>Steam fitters</td>
<td>12.2 to 13.5</td>
</tr>
<tr>
<td>Roofers</td>
<td>6.3 to 7.5</td>
</tr>
<tr>
<td>Metal lathers</td>
<td>24.6 to 25.6</td>
</tr>
<tr>
<td>Iron workers (ornamental)</td>
<td>22.4 to 23.0</td>
</tr>
<tr>
<td>Painters</td>
<td>26.0 to 28.6</td>
</tr>
<tr>
<td>Cement masons</td>
<td>23.0 to 27.0</td>
</tr>
<tr>
<td>Operating engineers</td>
<td>25.6 to 26.0</td>
</tr>
<tr>
<td>Glaziers</td>
<td>16.0 to 20.0</td>
</tr>
<tr>
<td>Plumbers</td>
<td>12.0 to 14.5</td>
</tr>
<tr>
<td>Plasterers</td>
<td>15.8 to 18.0</td>
</tr>
<tr>
<td>Iron workers (structural)</td>
<td>25.9 to 32.0</td>
</tr>
<tr>
<td>Teamsters</td>
<td>22.0 to 22.5</td>
</tr>
<tr>
<td>Elevator constructors</td>
<td>5.5 to 6.5</td>
</tr>
<tr>
<td>Boilermakers</td>
<td>13.0 to 15.5</td>
</tr>
<tr>
<td>All others</td>
<td>16.4 to 17.5</td>
</tr>
</tbody>
</table>

GOAL FOR PARTICIPATION OF WOMEN

The last publication of a goal for the participation of women was April 7, 1978 (43 FR 14888, 14900). Pursuant to 41 CFR 60-4.6, the 6.9% goal published on that date is hereby made the goal for all contracts and grant agreements, until further notice.
APPENDIX B

ATTACHMENT 4

Goals for Disadvantaged/Minority/Women’s Business Enterprise (D/M/WBE) Participation
GOALS FOR DISADVANTAGED/MINORITY/WOMEN’S BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid amount. For clarification of Disadvantaged Business Enterprise (DBE) Utilization, Minority Business Enterprise (MBE) Utilization or Women's Business Enterprise (WBE) Utilization requirements refer to §102-12 D/M/WBE Utilization of the Standard Specifications.

<table>
<thead>
<tr>
<th>Utilization Goal</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disadvantaged Business Enterprise (DBE) Utilization</td>
<td>____% (Federal-Aid Only)</td>
</tr>
<tr>
<td>Minority Business Enterprise (MBE) Utilization</td>
<td>____% (Non Federal-Aid Only)</td>
</tr>
<tr>
<td>Women's Business Enterprise (WBE) Utilization</td>
<td>____% (Non Federal-Aid Only)</td>
</tr>
</tbody>
</table>

Directories and/or Information related to the current certification status of Disadvantaged Business Enterprises can be obtained from the NYS Unified Certification Program website at: http://biznet.nysucp.net

Direct questions concerning Disadvantaged Business Enterprise Utilization to:
NYS Department of Transportation
Office of Construction
50 Wolf Road  Pod 51
Albany, New York 12232
(518) 457-6472

Direct questions concerning Disadvantaged Business Enterprise Certification to:
NYS Department of Transportation
Contract Audit Bureau
DBE Certification
50 Wolf Road, 1st Floor South
Albany, New York 12232
(518) 457-3180

Directories and/or information related to the current certification status of Minority and Women's Business Enterprises, can be obtained by contacting the:
Empire State Development Corporation
Office of Minority and Women's Business Development
30 S. Pearl Street
Albany, NY 12245
(518) 292-5250
www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp
APPENDIX C

STATE PREVAILING WAGE RATES
NYSDOL Form PW-200
Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2012 through June 2013. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department’s website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and/or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail OR fax this form to the office shown at the bottom of this notice, OR fill out the electronic version via the NYSDOL website.
Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.
Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls. In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor. All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8, Section 220-a).

**Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

**Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

**Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled “PREVAILING RATE OF WAGES” in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.
Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

**Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

**Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

**Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

**Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

**Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).
The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c) ).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d) ).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

**Workers’ Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers’ Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers’ compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers’ compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers’ Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers’ compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers’ compensation policy for all employees working in New York State.

Every employer providing worker’s compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers’ Compensation Board in a conspicuous place on the jobsite.

**Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.
Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail OR fax this form to the office shown at the bottom of this notice, OR fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: ________________________________

Name: ________________________________

Address: ________________________________

City: __________________ State: _______ Zip: _______

Amount of Contract: $__________ Contract Type:

[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other: ________________

Approximate Starting Date: ______/_____/_______

Approximate Completion Date: ______/_____/_______
IMPORTANT NOTICE

FOR

CONTRACTORS &
CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors’ concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.

NOTE: This change does not affect the Department’s ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.
To all State Departments, Agency Heads and Public Benefit Corporations

IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.


3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.
To all State Departments, Agency Heads and Public Benefit Corporations

IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.
Construction Industry
Fair Play Act

Required Posting For Labor Law
Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us.
ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:
• You are free from direction and control in performing your job AND
• You perform work that is not part of the usual work done by the business that hired you AND
• You have an independently established business
Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:
• You are entitled to state and federal worker protections such as
  o unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  o workers’ compensation benefits for on-the-job injuries
  o payment for wages earned, minimum wage, and overtime (under certain conditions)
  o prevailing wages on public work projects
  o the provisions of the National Labor Relations Act and
  o a safe work environment
• It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:
• You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

• Civil Penalty
  First Offense: up to $2,500 per employee.
  Subsequent Offense(s): up to $5,000 per employee.

• Criminal Penalty
  First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year. Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)
This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub*. It also requires contractors and subcontractors to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.
Attention Employees

THIS IS A: PUBLIC WORK PROJECT

If you are employed on this project as a worker, laborer, or mechanic you are entitled to receive the prevailing wage and supplements rate for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany     (518) 457-2744       Patchogue     (631) 687-4886
Binghamton (607) 721-8005       Rochester    (585) 258-4505
Buffalo    (716) 847-7159       Syracuse     (315) 428-4056
Garden City (516) 228-3915       Utica        (315) 793-2314
New York City (212) 775-3568     White Plains (914) 997-9507
Newburgh   (845) 568-5156

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: 
Project Location: 

PW 101 (12.11)
OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

**NOTE:** The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.
Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:
   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   **Rochester Institute of Technology OSHA Education Center**
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   **Atlantic OSHA Training Center**
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   **Atlantic OSHA Training Center**
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail: mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   **Keene State College**
   Manchester, NH
   Leslie Singleton
   e-mail: lsingleton@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:
   www.OutreachTrainers.org
Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (Note: Completion cards do not have an expiration date.)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.
WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.

- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.
IMPORTANT INFORMATION

Regarding Use of Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

To use the ‘4 Day / 10 Hour Work Schedule’:

There MUST be a Dispensation of Hours (PW30) in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)
Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure …

- There is a Dispensation of Hours in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company’s Phone and Fax numbers; and the Company’s email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  o Go to pages 2 and 3 of the form
  o Place a checkmark in the box to the right of the Job Classification you are choosing
  o Mark all Job Classifications that apply
    ***Do not write in any additional Classifications or Counties.***

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- Mail the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 – OR –
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870
New York State Department of Labor  
Bureau of Public Work  
W. Averell Harriman State Office Campus  
Building 12 - Room 130  
Albany, New York 12240  
Phone - (518) 457-5589  Fax - (518) 485-1870

## Employer Registration for Use of 4 Day / 10 Hour Work Schedule

**Before completing Form PW30R check to be sure …**

- There is a Dispensation of Hours in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

### Please Type or Print the Requested Information

**When completed …**

- Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
- Fax to NYSDOL Bureau of Public Work at (518) 485-1870

### Contractor Information

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>FEIN:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
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</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Phone Number</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Phone No:</td>
<td>Fax No:</td>
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### Project Information

<table>
<thead>
<tr>
<th>Project PRC#:</th>
<th>Project Name/Type:</th>
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</thead>
<tbody>
<tr>
<td>Exact Location of Project:</td>
<td>County:</td>
</tr>
<tr>
<td>(If you are Subcontractor) Prime Contractor Name:</td>
<td></td>
</tr>
<tr>
<td>Job Classification(s) to Work 4/10 Schedule:</td>
<td><em><strong>Do not write in any additional Classifications or Counties</strong></em></td>
</tr>
</tbody>
</table>

### Requestor Information

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
</tr>
</tbody>
</table>
## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Applicable Counties</th>
<th>Check Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter - Building</td>
<td>1042</td>
<td>Clinton, Essex, Franklin</td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>370</td>
<td>Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie</td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>370Z2</td>
<td>Hamilton, Warren, Washington</td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>370Z3</td>
<td>Saratoga</td>
<td></td>
</tr>
<tr>
<td>Carpenter - Heavy&amp;Highway</td>
<td>370</td>
<td>Saratoga</td>
<td></td>
</tr>
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<td>Carpenter - Heavy&amp;Highway</td>
<td>370/1042H/H</td>
<td>Clinton, Essex, Franklin, Hamilton</td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>85</td>
<td>Livingston, Monroe, Ontario, Wayne, Wyoming</td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>281B</td>
<td>Cayuga, Seneca, Yates</td>
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</tr>
<tr>
<td>Carpenter - Heavy/Highway</td>
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<tr>
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<td>840Teledata and 840 Z1</td>
<td>Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates</td>
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</tr>
</tbody>
</table>
# Job Classification Checklist

*(Place a checkmark by all classifications that will be using the 4/10 schedule)*

***Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Applicable Counties</th>
<th>Check Box</th>
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<td></td>
</tr>
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</table>
Job Classification Checklist
(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

<table>
<thead>
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<th>Check Box</th>
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<tbody>
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<td>Laborer - Residential</td>
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<td>178 B</td>
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<tr>
<td>Painter</td>
<td>178 E</td>
<td>Chemung, Schuyler, Steuben</td>
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<td>Putnam, Westchester</td>
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</table>
Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)                              Ratio
Boilermaker (Construction)                 1:1,1:4
Boilermaker (Shop)                         1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)  1:1,1:4
Carpenter (Residential)                    1:1,1:3
Electrical (Outside) Lineman               1:1,1:2
Electrician (Inside) 1:1,1:3
Elevator/Escalator Construction & Modernizer 1:1,1:2
Glazier 1:1,1:3
Insulation & Asbestos Worker 1:1,1:3
Iron Worker 1:1,1:4
Laborer 1:1,1:3
Mason 1:1,1:4
Millwright 1:1,1:4
Op Engineer 1:1,1:5
Painter 1:1,1:3
Plumber & Steamfitter 1:1,1:3
Roofer 1:1,1:2
Sheet Metal Worker 1:1,1:3
Sprinkler Fitter 1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations: Telephone # FAX #
Bureau of Public Work - Buffalo 716-847-7159 716-847-7650
Bureau of Public Work - Garden City 516-228-3915 516-794-3518
Bureau of Public Work - Newburgh 845-568-5287 845-568-5332
Bureau of Public Work - New York City 212-775-3568 212-775-3579
Bureau of Public Work - Patchogue 631-687-4882 631-687-4904
Bureau of Public Work - Rochester 585-258-4505 585-258-4708
Bureau of Public Work - Syracuse 315-428-4056 315-428-4671
Bureau of Public Work - Utica 315-793-2314 315-793-2514
Bureau of Public Work - White Plains 914-997-9507 914-997-9523
Bureau of Public Work - Central Office 518-457-5589 518-485-1870
**Asbestos Worker**

**JOB DESCRIPTION**  Asbestos Worker  
**DISTRICT**  4  

**ENTIRE COUNTIES**  Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk  

**WAGES**  
Per Hour:  
07/01/2012  
Abestos Worker  $40.95  
Removal & Abatement Only*  

**NOTE:** *On Mechanical Systems that are NOT to be SCRAPPED.*  

**SUPPLEMENTAL BENEFITS**  
Per Hour:  
Abestos Worker  $8.25  
Removal & Abatement Only  

**OVERTIME PAY**  
See (B, B2, *E, J) on OVERTIME PAGE  
Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.  

**HOLIDAY**  
Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8) on HOLIDAY PAGE  

**REGISTERED APPRENTICES**  
Apprentice Removal & Abatement Only:  
1000 hour terms at the following percentage of Journeyman's rates.  
1st  2nd  3rd  4th  
78%  80%  83%  89%  

**SUPPLEMENTAL BENEFIT**  
Per Hour:  
Apprentice  
Removal & Abatement  $8.25  

4-12a - Removal Only  

---

**Boilermaker**

**JOB DESCRIPTION**  Boilermaker  
**DISTRICT**  4  

**ENTIRE COUNTIES**  Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester  

**WAGES**  
Per Hour:  
07/01/2012  
Boilermaker  $ 47.98  
Repairs & Renovations  $ 47.98  

**SUPPLEMENTAL BENEFITS**  
Per Hour:  
07/01/2012  
Boilermaker  33% of hourly  
Repairs & Renovations  Wage Paid  
+ $22.25  

**NOTE:** "Hourly Wage Paid" shall include any and all premium(s) pay.
Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

**OVERTIME PAY**

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE

**NOTE:** *Employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE***

**HOLIDAY**

**REGISTERED APPRENTICES**

*REGISTERED APPRENTICES

(1/2) Year Terms at the following percentage of Boilermaker's Wage

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
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<tbody>
<tr>
<td>65%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td>95%</td>
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Supplemental Benefits Per Hour:

Apprentice(s)

07/01/2012
33% of Hourly Wage Paid plus amount below

<table>
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<tr>
<th>1st</th>
<th>2nd</th>
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<th>5th</th>
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<tr>
<td>$17.41</td>
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<td>$18.79</td>
<td>$19.48</td>
<td>$20.17</td>
<td>$20.86</td>
<td>$21.55</td>
<td>$22.25</td>
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**NOTE:** "Hourly Wage Paid" shall include any and all premium(s)

---

**Carpenter**

**JOB DESCRIPTION** Carpenter

**DISTRICT** 9

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

**PARTIAL COUNTIES**
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchoque Road to Route 112 to the Atlantic Ocean.

**WAGES**

Per hour: 07/01/2012

Core Drilling:

Driller $35.46
Assistant Driller $28.89

Note: Hazardous Waste Pay Differential:
- For Level C, an additional 10% above wage rate per hour
- For Level B, an additional 10% above wage rate per hour
- For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional $0.50 per hour.

* May be allocated between wages and benefits.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Driller $17.52
Asst. driller 17.52

**OVERTIME PAY**

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.
HOLIDAY
HOLIDAY:
Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (8,10,11,13) on HOLIDAY PAGE.

Assistant: One (1) year increments at the following percentage of Assistant wages. This is not an apprenticeship for Driller.

<table>
<thead>
<tr>
<th></th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
<th>4th Year</th>
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<tr>
<td>1st</td>
<td>70%</td>
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<tr>
<td>2nd</td>
<td>80%</td>
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<tr>
<td>4th</td>
<td>100%</td>
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Supplemental benefits per hour:

<p>| | |</p>
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<tbody>
<tr>
<td>Apprentices</td>
<td>$ 25.14</td>
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Carpenter

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour: 07/01/2012

Timberman
$ 44.03

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2012

$ 40.62

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.
Paid: for 1st & 2nd yr.
Apprentices See (5,11,13,16,18,19,25)
Overtime: See (5,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour is Percentage of Journeymans Wage.

( 1 ) year terms:

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<thead>
<tr>
<th></th>
<th>1st</th>
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<tbody>
<tr>
<td>1st</td>
<td>40%</td>
<td>50%</td>
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Supplemental benefits per hour:

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<tbody>
<tr>
<td>Apprentices</td>
<td>$ 25.14</td>
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Carpenter

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2012

Building
Millwright
$ 47.86

SUPPLEMENTAL BENEFITS
Per hour paid:
Millwright $ 44.75

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5, 6, 11, 13, 16, 18, 19, 25)

Overtime See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour is Percentage of Journeyworkers wage

(1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
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</thead>
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<tr>
<td></td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td>95%</td>
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Supplemental benefits per hour:

(1) year terms:

<table>
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<td>$31.29</td>
<td>$35.51</td>
<td>$40.62</td>
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9-740.1

Carpenter 10/01/2012

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2012

Marine Construction:
Marine Diver $ 58.95
M.D.Tender 42.10

SUPPLEMENTAL BENEFITS
Per Hour Paid:

Journeyman $ 42.37

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

9-1456MC

Carpenter 10/01/2012

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2012

Carpet/Resilient Floor Coverer
$ 45.34

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per Hour paid:
Floor Coverer $ 38.58

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour is Percentage of Journeyworkers Wage

(1) year terms:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>40%</td>
<td>50%</td>
<td>65%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

Apprentices $ 25.83

Supplemental benefits per hour:

Apprentices $ 25.83

Carpenter

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2012

Piledriver $ 46.74
Dockbuilder $ 46.74

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker $ 42.45

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour is Percentage of Journeyworkers Wage

(1) year terms:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>40%</td>
<td>50%</td>
<td>65%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

Apprentices $ 27.77

Carpenter - Building / Heavy&Highway

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 4

Page 33
ENTIRE COUNTIES
Suffolk

PARTIAL COUNTIES
Nassau: Work performed "North of Southern State Parkway and East of Seaford Creek"

WAGES
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter (Building)</td>
<td>$45.21</td>
<td>*Additional $1.66/Hr</td>
</tr>
<tr>
<td>Carpenter (Heavy Highway)</td>
<td>$45.21</td>
<td></td>
</tr>
</tbody>
</table>

* To be allocated to
Wages or Benifits
(ALL Carpenters)

SUPPLEMENTAL BENEFITS
Per Hour:

Both Carpenter Categories $28.51

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following:
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$15.17</td>
<td>$20.86</td>
<td>$24.65</td>
<td>$28.45</td>
</tr>
</tbody>
</table>

Supplemental Benefits
Per Hour:

All Terms $17.45

10/01/2012

Electrician

JOB DESCRIPTION Electrician
ENTIRE COUNTIES Nassau, Suffolk
WAGES
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician Pump &amp; Tank</td>
<td>$40.05</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician Pump & Tank 65.75%
of *Wage Paid

*Wage Paid includes any and all Premiums

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
REGISTERED APPRENTICES
1 Year Terms at the Following:

Per Hour:

1st Term $14.02
2nd Term $16.02
3rd Term $18.02
4th Term $20.03
5th Term $26.03
6th Term $30.04

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms 65.75% of "Wage Paid"

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician 10/01/2012

JOB DESCRIPTION Electrician

ENTIRE COUNTIES Nassau, Suffolk

WAGES

Per Hour: 07/01/2012

Electrician/Wireman $47.95
HVAC Controls $47.95
Fire Alarms $47.95

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician/Wireman 16.0% of Hourly Wage Paid + $23.90
(all categories)

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Terms at the following Percentage of Journeyman(s) Wage:

Apprentices with start dates PRIOR TO 10/02/2010:
1st 2nd 3rd 4th 5th 6th
35% 40% 45% 50% 60% 70%

Apprentices with start dates AFTER 10/02/2010:
1st 2nd 3rd 4th 5th 6th
35% 40% 45% 55% 65% 75%

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Start Date Prior to 10/02/2010
1st Term 3% of Hourly Wage Paid + $4.73

Start Date After 10/02/2010
1st Term 3% of Hourly Wage Paid + $3.01

Page 35
<table>
<thead>
<tr>
<th>Term</th>
<th>3% of Hourly Wage Paid +</th>
<th>8% of Hourly Wage Paid +</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd</td>
<td>$7.00</td>
<td>$4.42</td>
</tr>
<tr>
<td>3rd</td>
<td>$10.77</td>
<td>$5.47</td>
</tr>
<tr>
<td>4th</td>
<td>$11.96</td>
<td>$7.61</td>
</tr>
<tr>
<td>5th</td>
<td>$14.34</td>
<td>$11.30</td>
</tr>
<tr>
<td>6th</td>
<td>$16.73</td>
<td>$17.73</td>
</tr>
</tbody>
</table>

"Hourly Wage Paid Shall Include Any and All Premiums"

**Electrician**

**JOB DESCRIPTION** Electrician

**ENTIRE COUNTIES** Nassau, Suffolk

**WAGES**

<table>
<thead>
<tr>
<th>Per Hour:</th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone &amp; Intergrated Tele-Data Sytems Electrician</td>
<td>$ 35.45</td>
</tr>
</tbody>
</table>

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Management Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3915 or Suffolk Offices at (631)687-4882.

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Per Hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tela-data Electrician 16% of Hourly Wage Paid + $15.93</td>
</tr>
</tbody>
</table>

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2, 17, 20, 21) on HOLIDAY PAGE
Per Hour: 07/01/2012

Tree Trimmer/
Line Clearance Specialist $28.63

NOTE: This Rate Applies For Electrical Line Clearance and Long Island Rail Road Right of Way(s) ONLY.

SUPPLEMENTAL BENEFITS

Per Hour:

Tree Trimmer/
Line Clearance Specialist $13.00

OVERTIME PAY
See (B, E, *K, P) on OVERTIME PAGE
*K: Plus the Holiday Pay

HOLIDAY
Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

---

Electrician 10/01/2012

JOB DESCRIPTION Electrician

ENTIRE COUNTIES Nassau, Suffolk

WAGES
Per Hour: 07/01/2012

Electrician $39.20

*PLEASE NOTE*
Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for addons.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician 12% of Hourly Wage Paid + $15.52

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Term(s) at the following Percentage of Journeyman(s) Wage:

1st 2nd 3rd 4th 5th
40% 50% 60% 70% 80%

Supplemental Benefits Per Hour:

07/01/2012
1st Term  12% of Hourly Wage + $9.65
2nd Term  12% of Hourly Wage + $10.54
3rd Term  12% of Hourly Wage + $11.45
4th Term  12% of Hourly Wage + $12.34
5th Term  12% of Hourly Wage + $13.23

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Electrician Lineman

JOB DESCRIPTION  Electrician Lineman

ENTIRE COUNTIES
Nassau, Queens, Suffolk

WAGES
For Utility Distribution & Transmission Line Construction:
Per Hour:  07/01/2012
Lineman/Splicer  $47.13
Material Man  $41.00
Heavy Equip. Operator  $37.70
Groundman  $28.28
Flagman  $21.21

For Natural Gasline Construction:

Per Hour:
Journeyman U.G.Mech.  $39.45

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per Hour:
Utility Distribution & Transmission Line Construction:

All Classifications  22.5% of Hourly Wage Paid + $13.04

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction:
Per Hour:
Journeyman U.G.Mech.  $18.71

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY
REGISTERED APPRENTICES
1000 hour Terms at the following Percentage of Journeyman's Wage.

1st 2nd 3rd 4th 5th 6th 7th
60% 65% 70% 75% 80% 85% 90%

SUPPLEMENTAL BENEFIT:

All Terms 22.5% of Hourly Wage Paid + $13.04

Natural Gas Mechanic:

$18.71

4-1049 Line/Gas

Elevator Constructor

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>03/17/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator Constructor</td>
<td>$55.20</td>
<td>$57.01</td>
</tr>
<tr>
<td>Modernization &amp;</td>
<td>$43.79</td>
<td>$45.14</td>
</tr>
<tr>
<td>Service/Repair</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

**PARENTAGES BASED ON YEARS OF EMPLOYMENT AS FOLLOWS BELOW:
4%-Up to 5 years
6%-6th year to 15 years
8%-15 years or more

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>03/17/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator Constructor</td>
<td>$26.54</td>
<td>$28.04</td>
</tr>
<tr>
<td>plus**% of wage per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modernization &amp;</td>
<td>$26.39</td>
<td>$27.89</td>
</tr>
<tr>
<td>Service/Repair</td>
<td>plus**% of Wage per Hour</td>
<td></td>
</tr>
</tbody>
</table>

OVERTIME PAY
Constructor. See (D, O) on OVERTIME PAGE.
Modern./Service See (B, H) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
BASED ON PERCENTAGE OF JOURNEYMANS WAGE IN THE CLASSIFICATION WORKED
EITHER ELEVATOR CONSTRUCTOR OR MODERNIZATION, SERVICE/REPAIR

1 YEAR TERMS

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
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</tbody>
</table>

SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>03/17/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator Constructor</td>
<td>$24.00</td>
<td>$25.41</td>
</tr>
<tr>
<td>1st Term</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Term</td>
<td>$24.50</td>
<td>$25.92</td>
</tr>
<tr>
<td>3rd Term</td>
<td>$25.51</td>
<td>$26.97</td>
</tr>
<tr>
<td>4th Term</td>
<td>$26.53</td>
<td>$28.01</td>
</tr>
</tbody>
</table>

Modernization & Service/Repair

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>03/17/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$23.69</td>
<td>$25.10</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$24.17</td>
<td>$25.58</td>
</tr>
<tr>
<td>3rd Term</td>
<td>$25.12</td>
<td>$26.56</td>
</tr>
<tr>
<td>4th Term</td>
<td>$26.06</td>
<td>$27.54</td>
</tr>
</tbody>
</table>

Glazier

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>11/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glazier</td>
<td>$47.75</td>
<td>$48.60</td>
</tr>
<tr>
<td>Scaffolding</td>
<td>$48.75</td>
<td>$49.60</td>
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</tbody>
</table>

WAGES

Repair & Maintenance:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>11/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glazier</td>
<td>$26.50</td>
<td>$26.50</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $100,000.00.

SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>11/01/2012</th>
<th>05/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker...</td>
<td>$25.34</td>
<td>$25.34</td>
<td>$26.60</td>
</tr>
</tbody>
</table>

Repair & Maintenance:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>11/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glazier</td>
<td>$15.14</td>
<td>$15.14</td>
</tr>
</tbody>
</table>

OVERTIME PAY

OVERTIME: See (C*, D* E2, O) on OVERTIME PAGE.

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

** For Repair & Maintenance see (B,F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

The Following are paid holidays for the Repair & Maintenance Class:
New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>11/01/2012</th>
<th>05/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$16.00</td>
<td>$16.35</td>
<td>$0.60*</td>
</tr>
<tr>
<td>2nd</td>
<td>$23.81</td>
<td>$24.24</td>
<td>$0.75*</td>
</tr>
<tr>
<td>3rd</td>
<td>$28.59</td>
<td>$29.10</td>
<td>$0.90*</td>
</tr>
<tr>
<td>4th</td>
<td>$38.17</td>
<td>$38.85</td>
<td>$1.20*</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

Supplemental Benefits:
(Per hour worked)

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>11/01/2012</th>
<th>05/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$12.07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd</td>
<td>$17.28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd</td>
<td>$18.54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th</td>
<td>$18.89</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9-1281 (DC9 NYC)

Insulator - Heat & Frost

JOB DESCRIPTION  Insulator - Heat & Frost

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>12/31/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insulators</td>
<td>$61.08</td>
<td>*Additional</td>
</tr>
<tr>
<td>Heat &amp; Frost</td>
<td>$1.75/Hr</td>
<td></td>
</tr>
</tbody>
</table>

*Additional may be allocated
between Wages & Supplements

SUPPLEMENTAL BENEFITS
Per Hour:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Insulators</td>
<td>$26.59</td>
</tr>
<tr>
<td>Heat &amp; Frost</td>
<td></td>
</tr>
</tbody>
</table>

OVERTIME PAY
See (A, D, O, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:

Apprentice Insulator(s)

1 year terms at the following wage rate.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$24.43</td>
<td>$36.65</td>
<td>$42.76</td>
<td>$48.86</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice Insulator(s)</td>
<td>$10.64</td>
<td>$15.95</td>
<td>$18.62</td>
<td>$21.27</td>
</tr>
</tbody>
</table>

Page 41
**Ironworker**  

**JOB DESCRIPTION** Ironworker  

**ENTIRE COUNTIES**  
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester  

**PARTIAL COUNTIES**  
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.  

**WAGES**  

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinforcing &amp;</td>
<td>$49.73</td>
<td>$2.00*</td>
</tr>
<tr>
<td>Metal Lathing</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*To be allocated at a future date*  

**SUPPLEMENTAL BENEFITS**  

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinforcing &amp;</td>
<td>$29.98</td>
<td></td>
</tr>
<tr>
<td>Metal Lathing</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OVERTIME PAY**  

See (B, B1, Q) on OVERTIME PAGE  

**HOLIDAY**  

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE  

**REGISTERED APPRENTICES**  
(1) year terms at the following wage rates:  

Wages Per Hour:  

<table>
<thead>
<tr>
<th></th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentices Registered BEFORE 6/29/2011</td>
<td>$28.20</td>
<td>$32.80</td>
<td>$37.86</td>
</tr>
<tr>
<td>Apprentices Registered ON or AFTER 6/29/2011</td>
<td>$17.71</td>
<td>$22.71</td>
<td>$27.71</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENIFITS**  

Per Hour:  

<table>
<thead>
<tr>
<th></th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentices Registered BEFORE 6/29/2011</td>
<td>$23.17</td>
<td>$24.67</td>
<td>$25.82</td>
</tr>
<tr>
<td>Apprentices Registered On or AFTER 6/29/2011</td>
<td>$23.17</td>
<td>$24.67</td>
<td>$25.82</td>
</tr>
</tbody>
</table>
Guide Rail Installation $ 41.00

SUPPLEMENTAL BENEFITS
Per hour paid:

07/01/2012

Journeyworker: $40.07

OVERTIME PAY
OVERTIME: See (A*, D1, E**, Q, V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1st term represents first 1-4 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

APPRENTICES: Employed Prior to 8/01/2008
1st 2nd 3rd 4th 5th 6th
60% 65% 70% 80% 85% 95%

APPRENTICES: Employed After 8/01/2008
1st 2nd 3rd 4th 5th 6th
50% 50% 55% 60% 70% 80%

Supplemental Benefits per hour paid:

07/01/2012

APPRENTICES:

1st Term $ 31.75
2nd Term 31.75
3rd Term 32.58
4th Term 33.41
5th Term 35.08
6th Term 36.74

Ironworker

JOB DESCRIPTION Ironworker

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour: 07/01/2012 01/01/2013 07/01/2013
Additional Additional
IRONWORKER:

Ironworker Rigger $ 49.50 $ 1.50* $ 1.50*

Ironworker Stone Derrickman $ 49.50 $ 1.50* $ 1.50*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Ironworker: $ 36.53

OVERTIME PAY
See (*A, D1, **E, Q, V) on OVERTIME PAGE

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9) hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven

Page 43
(7) hours and double time shall be paid for all work thereafter.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE
*Work stops at schedule lunch break with full day's pay.

**REGISTERED APPRENTICES**
Wage per hour:

(1/2) year terms at the following hourly wage rate:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/2013</td>
<td>$23.75</td>
<td>$23.75</td>
<td>$34.35</td>
<td>$38.40</td>
<td>$42.45</td>
<td>$42.45</td>
</tr>
<tr>
<td>An additional</td>
<td>$0.75*</td>
<td>$0.75*</td>
<td>$1.05*</td>
<td>$1.20*</td>
<td>$1.35*</td>
<td>$1.358</td>
</tr>
<tr>
<td>07/01/2013</td>
<td>$0.75*</td>
<td>$0.75*</td>
<td>$1.05*</td>
<td>$1.20*</td>
<td>$1.35*</td>
<td>$1.35*</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

**Supplemental benefits**
Per hour paid:
Registered Apprentice
1st term $19.27
2nd term $19.27
All others $28.15

---

**Ironworker**

**JOB DESCRIPTION** Ironworker
**DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
PER HOUR:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>01/01/2013</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ironworker: Structural</td>
<td>$45.05</td>
<td>*additional</td>
<td>*additional</td>
</tr>
<tr>
<td>Ironworker: Bridges</td>
<td>+ *$2.00</td>
<td>$2.45/Hr</td>
<td>$2.00/Hr</td>
</tr>
<tr>
<td>Ironworker: Machinery</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*To be allocated to Wages or Benifits.

**SUPPLEMENTAL BENEFITS**
PER HOUR:

Journeyman $58.50

**OVERTIME PAY**
See (B*, E**, Q, V) on OVERTIME PAGE.

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work) and double time shall be paid for all work thereafter.

** Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
WAGES PER HOUR:

6 month terms at the following rate:

<table>
<thead>
<tr>
<th></th>
<th>1st Term</th>
<th>*additional</th>
<th>*additional</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$23.62</td>
<td>$2.45/Hr</td>
<td>$2.00/Hr</td>
</tr>
<tr>
<td></td>
<td>+$2.00/Hr</td>
<td>for all</td>
<td>for all</td>
</tr>
</tbody>
</table>
2nd Term $24.22 Terms Terms
+*$2.00/Hr

3rd - 6th Term $24.82 Terms Terms
+*$2.00/Hr

*To be allocated to Wages or Benifits

Supplemental Benefits
PER HOUR:

ALL TERMS $41.86

---

**Laborer - Building**

**JOB DESCRIPTION** Laborer - Building

**ENTIRE COUNTIES** Nassau, Suffolk

**WAGES**

**WAGES**

Per Hour: 07/01/2012 07/01/2013

Building Laborer $35.35 Additional $0.71/hour to be added.

Asbestos Abatement Workers $35.10 Additional NOT APPLIED
(Re-Roofing Removal see Roofer)

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2012

Building Laborer $25.75

Asbestos Abatement Worker $15.10

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

See also (H) for Fire Watch on OVERTIME PAGE

Asbestos Worker see (B, H)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

Asbestos Worker (5, 6, 8 & 28)

**REGISTERED APPRENTICES**

Regular Hours Work Terms

TERM #1 1 hr to 1000hrs
TERM #2 1001hrs to 2000hrs
TERM #3 2001hrs to 3000hrs
TERM #4 3001hrs to 4000hrs

Wages per hour:

APPRENTICES

Building Laborer
1st Term $16.60
2nd Term $19.40
3rd Term $22.80
4th Term $26.89

Benifits per hour

Building Laborer
1st Term $16.34
2nd Term $18.39
3rd Term $19.12
4th Term $19.23
**JOB DESCRIPTION** Laborer - Heavy&Highway

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
Laborer (Heavy/Highway):
GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.
GROUP # 2: Asphalt Shovelers, Roller Boys and Tamperers.
GROUP # 3: Basic Laborer, Power Tool (Jackhammer), Landscape Construction, Traffic Control Personnel (flaggers)

**WAGES PER HOUR:**

GROUP # 1
- Base Wage: $37.42
- Additional per hour: 4.82

GROUP # 2
- Base Wage: $36.34
- Additional per hour: 4.82

GROUP # 3
- Base Wage: $33.05
- Additional per hour: 4.82

**SUPPLEMENTAL BENEFITS**
Per Hour:
ALL GROUPS: $24.73

After Forty (40) paid hours in a work Week:
OVERTIME PAY: $14.92

**OVERTIME PAY**

See (B, E2, F) on OVERTIME PAGE

NOTES: Premium Pay to be calculated on "base wage" only.

Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Government Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
2000 hour(s) Terms at the following Percentage of the Journeyman's Wage:

1st 0-1999/Hrs
- 80%

2nd 2000-3999/Hrs
- 90%

Supplemental Benefits per hour:

All APPRENTICES: $24.73

After Forty (40) paid hours in a work Week: $14.92

---

**Mason**

**JOB DESCRIPTION** Mason

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

---
WAGES
Per Hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Brick/Blocklayer</th>
<th>*Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$51.97</td>
<td>$1.97/Hr</td>
</tr>
</tbody>
</table>

*Additional to be allocated between Wages and Benefits

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th>Brick/Block Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>$24.06</td>
</tr>
</tbody>
</table>

OVERTIME PAY
See (A, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(800 hour) Terms at the following Percentage of Journeyworker's Wage:

<table>
<thead>
<tr>
<th>Term</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>50%</td>
</tr>
<tr>
<td>2nd</td>
<td>60%</td>
</tr>
<tr>
<td>3rd</td>
<td>70%</td>
</tr>
<tr>
<td>4th</td>
<td>80%</td>
</tr>
<tr>
<td>5th</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

| All Apprentices | $13.88 |

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Building:</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>Tile Finisher:</td>
</tr>
<tr>
<td></td>
<td>$39.28</td>
</tr>
<tr>
<td>12/03/2012</td>
<td>$39.28</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Per Hour:

| Journeyworker | $24.52 |
| Overtime*     | 33.02* |
| Overtime**    | 41.52**|

* Applies to weekdays & Saturdays
** Applies to overtime hours on Sunday & Holidays, and work on Saturdays over 10 hours.

OVERTIME PAY
See (A, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE
Building-Marble Restoration:
Marble, Stone &  $ 37.28
+ $ 0.75*  $ 0.75*
Polisher, etc

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Per Hour:

Building-Marble Restoration:
Marble, Stone &  $ 21.30
Polisher

OVERTIME PAY
See (A, E, Q, V) on OVERTIME PAGE
ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES
WAGES per hour:

(900 hour)terms at the following wages:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0-900</td>
<td>901-1800</td>
<td>1801-2700</td>
<td>over 2700</td>
</tr>
<tr>
<td>07/01/2012</td>
<td>$ 25.50</td>
<td>$ 30.25</td>
<td>$34.00</td>
<td>$ 37.28</td>
</tr>
<tr>
<td></td>
<td>+ $ .53*</td>
<td>+ $ .60*</td>
<td>+ $ .68*</td>
<td>+ $ .75*</td>
</tr>
<tr>
<td>01/01/2013</td>
<td>Additional</td>
<td>Additional</td>
<td>Additional</td>
<td>Additional</td>
</tr>
<tr>
<td></td>
<td>$ 0.53*</td>
<td>$ 0.60*</td>
<td>$ 0.68*</td>
<td>$ 0.75*</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

Supplemental Benefits Per Hour:

$ 19.45  $ 20.06  $ 20.69  $ 21.30

Mason - Building 10/01/2012

JOB DESCRIPTION Mason - Building  
DISTRIBUTION 9 

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester 

WAGES
Per hour: 07/01/2012 12/03/2012
Building:  
Tile Setters  $ 49.64 plus $ 1.43*  $ 1.43*

*to be allocated at a future date

SUPPLEMENTAL BENEFITS
Journeyworker:

Per Hour:
Tile Setters  $ 27.56
Overtime * 37.56*
Overtime** 47.56**

*Applies to overtime on weekdays & Saturdays
** Applies to Sundays & Holidays, & over 10 hours on Saturdays

**OVERTIME PAY**
See (A, *E, **Q) on OVERTIME PAGE
* Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

**HOLIDAY**
Paid:  See (1) on HOLIDAY PAGE
Overtime:  See (5, 6, 8, 15, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wage per hour:

Tile Setters:
(750 hr) terms at the following wage rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>750</td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
<td>6750</td>
</tr>
<tr>
<td>$25.45</td>
<td>$28.29</td>
<td>$32.15</td>
<td>$33.79</td>
<td>$36.49</td>
<td>$37.81</td>
<td>$43.32</td>
<td>$48.57</td>
<td>$49.64</td>
<td></td>
</tr>
</tbody>
</table>

07/01/2012 - Apprentices receive an additional amount* based on term.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>0.65</td>
<td>0.72</td>
<td>0.78</td>
<td>0.85</td>
<td>0.91</td>
<td>0.98</td>
<td>1.11</td>
<td>1.24</td>
</tr>
</tbody>
</table>

12/03/2012 - Apprentices receive an additional amount* based on term.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>0.65</td>
<td>0.72</td>
<td>0.78</td>
<td>0.85</td>
<td>0.91</td>
<td>0.98</td>
<td>1.11</td>
<td>1.24</td>
</tr>
</tbody>
</table>

*To be allocated at a future date

**Supplemental Benefits per hour paid:**

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>750</td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
<td>6750</td>
</tr>
</tbody>
</table>

9-7/52

**Mason - Building**

**JOB DESCRIPTION**  Mason - Building

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
Building:

<table>
<thead>
<tr>
<th>Per Hour</th>
<th>07/01/2012</th>
<th>07/01/2013 Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mosaic &amp; Terrazzo Mechanic</td>
<td>$ 45.93 plus $ 1.25*</td>
<td>$ 1.25*</td>
</tr>
<tr>
<td>Mosaic &amp; Terrazzo Finisher</td>
<td>$ 44.36 plus $ 1.22*</td>
<td>$ 1.23*</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

**SUPPLEMENTAL BENEFITS**

Journeyworker:

| Mechanic | $ 29.75 |
| Overtime* | $ 38.45 |
| Overtime** | $ 47.15 |
| Finisher | $ 29.75 |
| Overtime* | $ 38.45 |
**OVERTIME PAY**
See (A, E, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wage per hour:
(750 Hour) terms at the following amount of the Terrazzo Mechanic's wage.

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>751-</td>
<td>1500-</td>
<td>2251-</td>
<td>3001-</td>
<td>3751-</td>
<td>4501-</td>
<td>5251-</td>
</tr>
<tr>
<td>750</td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
</tr>
<tr>
<td>$22.97</td>
<td>$25.26</td>
<td>$27.56</td>
<td>$29.85</td>
<td>$32.15</td>
<td>$34.45</td>
<td>$39.04</td>
<td>$43.63</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour paid:
(750 hour) terms at the following percentage of Terrazzo Mechanic's benefit.

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>751-</td>
<td>1501-</td>
<td>2251-</td>
<td>3001-</td>
<td>3751-</td>
<td>4501-</td>
<td>5251-</td>
</tr>
<tr>
<td>750</td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
</tr>
<tr>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>85%</td>
<td>90%</td>
<td>95%</td>
</tr>
</tbody>
</table>

JOB DESCRIPTION  Mason - Building

ENTIRE COUNTIES  Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2012 01/01/2013
Additional

Marble, Stone, etc. $20.15 plus $.50* $.50*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Journeyworker:
Per Hour:
Marble, Stone, etc. Finisher $10.86

OVERTIME PAY
See (A, E, Q, V) on OVERTIME PAGE
Double hourly rate after 7 hours on Saturday

HOLIDAY
Paid: See (*5, 6, 11, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES per hour:
(750 hour) terms at the following wages: 07/01/2012

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>0-750</td>
<td>$14.32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd term</td>
<td>750-1500</td>
<td>15.14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd term</td>
<td>1501-2250</td>
<td>15.94</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th term</td>
<td>2251-3000</td>
<td>16.77</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
07/01/2012 - Apprentices receive an additional amount*:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
</tr>
</thead>
<tbody>
<tr>
<td>5th</td>
<td>$0.25</td>
<td>$0.28</td>
<td>$0.30</td>
<td>$0.33</td>
<td>$0.35</td>
<td>$0.38</td>
<td>$0.43</td>
<td>$0.48</td>
<td>$0.50</td>
</tr>
<tr>
<td>6th</td>
<td>$0.25</td>
<td>$0.28</td>
<td>$0.30</td>
<td>$0.33</td>
<td>$0.35</td>
<td>$0.38</td>
<td>$0.43</td>
<td>$0.48</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

01/01/2013 - Apprentices receive an additional amount*:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
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<th>4th</th>
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<td>$0.38</td>
<td>$0.43</td>
<td>$0.48</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

Supplemental Benefits:
(Per Hour)

<table>
<thead>
<tr>
<th></th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
<th>4th term</th>
<th>5th term</th>
<th>6th term</th>
<th>7th term</th>
<th>8th term</th>
<th>9th term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$10.79</td>
<td>10.80</td>
<td>10.81</td>
<td>10.82</td>
<td>10.83</td>
<td>10.86</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Journeyworker: $26.48

OVERTIME PAY
See (A, *E, Q, V) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
* Work beyond 7 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

REGISTERED APPRENTICES
Wages:

750 hour terms at the following percentage of Journeyworkers wage:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>750</td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3751</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
</tr>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>85%</td>
<td>95%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits: 07/01/2012

1st-6th terms $14.50 + term wage % of $9.83

7th and 8th terms $24.33

9-7/24M-MF

Mason - Building / Heavy&Highway

JOB DESCRIPTION Mason - Building / Heavy&Highway

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

DISTRICT 9

WAGES
Per hour: 07/01/2012 01/01/2013

Marble-Finisher $43.15 plus $1.00* $0.90*

* To be allocated at a future date

9-7/20-MF

Mason - Building / Heavy&Highway

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

WAGES
Per hour: 07/01/2012 01/01/2013

Appliances receive an additional amount*:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
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<td>$0.48</td>
<td>$0.50</td>
</tr>
</tbody>
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01/01/2013 - Apprentices receive an additional amount*:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
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<td>$0.38</td>
<td>$0.43</td>
<td>$0.48</td>
<td>$0.50</td>
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</tbody>
</table>

* To be allocated at a future date

Supplemental Benefits:
(Per Hour)

<table>
<thead>
<tr>
<th></th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
<th>4th term</th>
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<td>10.83</td>
<td>10.86</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* To be allocated at a future date

Mason - Building / Heavy&Highway

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2012 01/01/2013

Marble-Finisher $43.15 plus $1.00* $0.90*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Journeyworker: $26.48

OVERTIME PAY
See (A, *E, Q, V) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
* Work beyond 7 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

REGISTERED APPRENTICES
Wages:

750 hour terms at the following percentage of Journeyworkers wage:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
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<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>85%</td>
<td>95%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits: 07/01/2012

1st-6th terms $14.50 + term wage % of $9.83

7th and 8th terms $24.33

9-7/20-MF
### ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

### WAGES

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
<td>$44.63</td>
<td>$45.63</td>
</tr>
<tr>
<td><strong>Additional</strong></td>
<td></td>
<td>$1.00*</td>
</tr>
</tbody>
</table>

* To be allocated at a future date.

** IMPORTANT NOTICE **

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday. Any make-up day must be paid at the premium rate.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

### SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th></th>
<th>Per Hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
<td>$32.37</td>
</tr>
</tbody>
</table>

### OVERTIME PAY

See (*B1, E2, **Q, ***V) on OVERTIME PAGE

* Applies to 9th and 10th hours on Saturday

** "Holidays" only for Building Construction

*** Additional $10.18 to be added to all Time and a Half hours paid

### HOLIDAY

Building Construction - See (5, 6 & 25) on HOLIDAY PAGE

Heavy Highway Construction - See (1) on HOLIDAY PAGE

### REGISTERED APPRENTICES

(1) year terms at the following Percentage of Journeyworkers Wage.

- 1st Term: 50%
- 2nd Term: 60%
- 3rd Term: 70%

Supplement Benefits per hour paid:

Apprentices:
- 1st term: $22.11
- 2nd term: 24.16
- 3rd term: 26.21

---

### Mason - Building / Heavy&Highway

<table>
<thead>
<tr>
<th></th>
<th>10/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JOB DESCRIPTION</strong></td>
<td>Mason - Building / Heavy&amp;Highway</td>
</tr>
<tr>
<td><strong>DISTRICT</strong></td>
<td>4</td>
</tr>
<tr>
<td><strong>ENTIRE COUNTIES</strong></td>
<td>Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk</td>
</tr>
</tbody>
</table>

### WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
Marble and Granite pavers 2'x 2' or larger.

<table>
<thead>
<tr>
<th></th>
<th>Per Hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stone Setter</td>
<td>$57.61</td>
</tr>
<tr>
<td>Stone Tender</td>
<td>$39.28</td>
</tr>
</tbody>
</table>

### SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th></th>
<th>Per Hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stone Setter</td>
<td>$24.96</td>
</tr>
<tr>
<td>Stone Tender</td>
<td>$16.01</td>
</tr>
</tbody>
</table>

### OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.
** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

**HOLIDAY**
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 10) on HOLIDAY PAGE
Paid: *Must work First 1/2.

**REGISTERED APPRENTICES**
Per Hour:

Stone Setter (800 hour) terms at the following wage rate per hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$28.81</td>
<td>$34.57</td>
<td>$40.32</td>
<td>$46.09</td>
<td>$51.85</td>
<td>$57.61</td>
</tr>
</tbody>
</table>

Supplemental Benefits:
All Apprentices $15.53

---

**Mason - Heavy&Highway 10/01/2012**

**JOB DESCRIPTION** Mason - Heavy&Highway

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**
Per Hour: 07/01/2012
Pointer, Cleaner & Caulkers $44.56

**SUPPLEMENTAL BENEFITS**
Per Hour:
Pointer, Cleaners & Caulkers $20.81

**OVERTIME PAY**
See (B, E2, H) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wages per hour:
One (1) year terms at the following wage rates.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1st</td>
</tr>
<tr>
<td></td>
<td>$25.40</td>
</tr>
</tbody>
</table>

Apprentices Supplemental Benefits:
(per hour paid)
$3.05 $7.00 $10.00 $10.00

---

**Operating Engineer - Building 10/01/2012**

**JOB DESCRIPTION** Operating Engineer - Building

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

**BUILDING CATEGORIES:**

CLASS "AA" CRANES:
Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver.

CLASS "A":
Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator (360 upto & over 150,000lbs), Boiler, Boring Machine, Cherry Picker (over 70 tons),
Concrete Pump, Gradall, Grader, Hoist, Loading Machine(10 yds. or more), Milling Machine, Power Winch-Stone Setting/Structural Steel & Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scaper in Tandem, Steam Shovel, Sideboom Tractor, Stone Spreader(selfpropelled), Tank Work, Tower Crane Engineer.

CLASS "B":

CLASS "C":
Curb Machine(asphalt & Concrete), Maintenance Engineer(Small Equip. & Well Point), Field Mechanic, Milling Machine(Small), Pulvi Mixer, Pumps(all), Roller(dirt), Ridge Cutter, Vac-All, Jet Pump, Shotblaster, Interior Hoist, Concrete Finish Machine, Concrete Spreader, Conveyor, Curing Machine, Hoist(one drum).

CLASS "D":
Concrete Breaker, Concrete Saw/Cutter, Fork Life or Walk Behind (power operated), Generator, Hydra Hammer, Compactors/mechanical or hand operated), Pin Puller, Portable Heaters, Power Booms, Power Buggies, Pump(double action diaphragm).

CLASS "E":
Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump(gypsum), Pump(single action diaphragm), Stump Chipper, Track Tamper, Tractor(caterpiller or wheel), Vibrator, Deckhand on Workboat.

07/01/2012

Class "AA" $ 63.69
Cranes: Boom length over 100 feet add $ 1.00 per hour
  ** " 150 " " $ 1.50 " **
  ** " 250 " " $ 2.00 " **
  ** " 350 " " $ 3.00 " **

Class "A" $ 53.31*
*Add $3.50 for Hazardous Waste Work

Class "B" $ 50.63*
*Add $2.50 for Hazardous Waste Work

Class "C" $ 48.84*
*Add $1.50 for Hazardous Waste Work

Class "D" $ 45.23*
*Add $1.00 for Hazardous Waste Work

Class "E" $ 43.42

SUPPLEMENTAL BENEFITS
Per Hour:

07/01/2012

ALL CLASSES $ 29.94

NOTE: Overtime Rate $ 22.85

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

"NOTE" Employee must be Employed day before and day after Holiday to receive Holiday Pay.

REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:
1st Term $ 20.84
2nd Term 21.67
3rd Term 22.33

Supplemental Benefits per hour:

APPRENTICES $ 15.89
Note: OVERTIME AMOUNT $ 5.85

Operating Engineer - Building / Heavy&Highway 10/01/2012

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES Nassau, Suffolk

WAGES Per Hour: 07/01/2012

Well Driller $ 33.40
Well Driller Helper $ 29.31

Hazardous Waste Differential
Added to Hourly Wage:
Level A $ 3.00
Level B 2.00
Level C 1.00

Monitoring Well Work
Add to Hourly Wage:
Level A $ 3.00
Level B 2.00

SUPPLEMENTAL BENEFITS Per Hour: 07/01/2012

Well Driller $ 10% of straight & Helper time rate plus $ 10.20

(NOTE) Additional $3.13 for Premium Time

OVERTIME PAY See (B, E, G, P) on OVERTIME PAGE

HOLIDAY Paid: See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES Apprentices at 12 Month Terms

Wages Per Hour: 07/01/2012

1st Term $20.84
2nd Term $21.67
3rd Term $22.33

SUPPLEMENTAL BENEFITS Per Hour:

1st Term 10% of Wage + $5.10
2nd Term 10% of Wage + $5.60
3rd Term 10% of Wage
BENEFITS AT PREMIUM TIME
Per Hour:

1st Term  10% of Wage  
+ $5.85

2nd Term  10% of Wage  
+ $6.60

3rd Term  10% of Wage  
+ $8.10

4-138well

Operating Engineer - Heavy&Highway  
10/01/2012

JOB DESCRIPTION  Operating Engineer - Heavy&Highway

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:
Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":
Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator(360 up to & over 150,000lbs), Barrier Machine, Cherry picker(over 70 tons),
Concrete Pump, Grader, Gradall, Hoist, Loading Machine(bucket 10 yds. or more), Laser Screed, Milling Machine(Large), Power Winch-
Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Stone
Spreader(self propelled), Stripping Machine(long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B":
Backhoe(other than 360), Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 tons), Conveyor-Multi, Post Hole-Augur,
Fork Lift, Hoist(2 drum), Loading Machine & Front Loader, Mulch Machine(machine fed), Power Winches(all others not included in class A),
Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane,
Trenching Machine, Vermeer Cutter, Work Boat.

CLASS "C":
Boiler(Thermoplastic), Curb Machine(Asphalt & Concrete), Maintenance Engineer(Small Equip. & Well Point), Field Mechanic, Milling
Machine(Small), Pulvi-Mixer, Pumps(Hydraulic & 4in or over), Roller(Dirt), Vac-All, Jet Pump, Compressor(Structural Steel & 2 or more
Batteries), Concrete Finish Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (One Drum), Ridge Cutter, Shot
Blaster, Welding Machine(Structural Steel & Pile Work).

CLASS "D":
Compressor(Pile,Crane,Stone Setting), Concrete Saw Cutter/ Breaker, Work Lift(Walk Behind,Powers Operated), Generator(Pile Work),Hydra
Hammer, Hand Operated Compactor, Pin Puller, Portable Heater, Powered Broom/Buggy/Grinder, Pump(Single Action-1 to 3

CLASS "E":
Batching Plant(On Job Site), Compressor, Generator, Grinder, Mixer, Mulching Machine(Hand Feed), Oiler, Pumps(Single action up to 3 In.),
Root Cutter, Stump Chipper, Oiler on Tower Crane, Trenching Machine(Hand,walk behind), Track Tamper, Tractor, Vibrator, Deckhand on
Work Boat.

07/01/2012

Class "AA"  $63.31

Cranes: Boom Length over 100 feet add $ 1.00 per hour
*** "150 " $ 1.50 **
*** "250 " $ 2.00 **
*** "350 " $ 3.00 **

Class "A"  $56.13*
*Add $3.50 for Hazardous Waste Work.

Class "B"  $52.50*
*Add $2.50 for Hazardous Waste Work.
Class "C" $50.67*
*Add $1.50 for Hazardous Waste Work

Class "D" $46.96*
*Add $1.00 for Hazardous Waste Work

Class "E" $45.15

"NOTE": ADD 30% to straight time hrly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

**SUPPLEMENTAL BENEFITS**

**Per Hour:**

ALL CLASSES $29.94

Note: OVERTIME AMOUNT $22.85

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 7, 8) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 8) on HOLIDAY PAGE

"Note" Employee must be employed day before and day after a holiday to receive holiday pay.

**REGISTERED APPRENTICES**

**REGISTERED APPRENTICES**

One(1) Year Terms at the following Rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$20.84</td>
</tr>
<tr>
<td>2nd Term</td>
<td>21.67</td>
</tr>
<tr>
<td>3rd Term</td>
<td>22.33</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL:**

APPRENTICES $15.89

Note: OVERTIME AMOUNT $5.85

---

**Operating Engineer - Heavy&Highway 10/01/2012**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**ENTIRE COUNTIES** Nassau, Suffolk

**WAGES**

Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the survey party

Categories cover GPS & Under Ground Surveying

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy Highway/Building</td>
<td></td>
</tr>
<tr>
<td>Party Chief</td>
<td>$58.15</td>
</tr>
<tr>
<td>Instrument Man</td>
<td>44.30</td>
</tr>
<tr>
<td>Rodman</td>
<td>34.84</td>
</tr>
</tbody>
</table>

Steel Erection

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$55.74</td>
</tr>
<tr>
<td>Instrument Man</td>
<td>43.49</td>
</tr>
<tr>
<td>Rodman</td>
<td>29.25</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

**Per Hour:**
Heavy Highway/Building $ 24.95
Steel Erection $ 24.95

**OVERTIME PAY**
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**
Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE

---

Operating Engineer - Marine Construction 10/01/2012

**JOB DESCRIPTION** Operating Engineer - Marine Construction  
**DISTRICT** 4

**ENTIRE COUNTIES**

**WAGES**
Per Hour:

**DREDGING OPERATIONS** 07/01/2012

CLASS A
Operator, Leverman, Lead Dredgeman $ 32.89

CLASS A1
Dozer, Front Loader To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.

CLASS B
Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorI, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer $ 28.49

Certified Welder, Boat Operator(licensed) $ 26.84

CLASS C
Drag Barge Operator, Steward, Mate, Assistant Fill Placer, $ 26.14

Welder (please add)$ 0.06

Boat Operator $ 25.29

CLASS D
Shoremans, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor $ 21.09

Oiler (please add)$ 0.09

**SUPPLEMENTAL BENEFITS**
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2012
$ 8.45 plus 7% of straight time wage overtime hours add $ 0.63
All Class C
$ 8.10 plus 8% of straight time wage overtime hours add $ 0.48

All Class D
$ 7.85 plus 8% of straight time wage overtime hours add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

Operating Engineer - Trenchless Pipe Rehab

JOB DESCRIPTION
Operating Engineer - Trenchless Pipe Rehab

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

07/01/2012-06/30/2013

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robotic Unit Operator</td>
<td>Operator(class D)</td>
</tr>
<tr>
<td>Technician/Boiler, Generator</td>
<td>Operator(classes C&amp;D)</td>
</tr>
<tr>
<td>AM Liner/Hydra Seal</td>
<td>Laborer(Grp#3)</td>
</tr>
<tr>
<td>Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner</td>
<td>Laborer(Grp#3)</td>
</tr>
</tbody>
</table>

OVERTIME PAY

HOLIDAY

Painter

JOB DESCRIPTION
Painter

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES
Nassau: All of Nassau except the areas described below: Atlantic Beach, Cedarhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory, starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington Blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor Haven, Harbour Acres.

WAGES

Per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$ 39.85</td>
</tr>
<tr>
<td>11/01/2012</td>
<td>$ 40.35</td>
</tr>
<tr>
<td>05/01/2013</td>
<td>$ 41.85</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2012-06/30/2013
Journeyman $ 20.93

OVER TIME PAY
See (A, H) on OVERTIME PAGE
For Journeyman: Deduct $4.35 from wage rate BEFORE calculating overtime pay.
For Apprentices: Deduct $0.10 from 1st term wage rate, $ 2.54 from 2nd term wage rate, and $ 3.35 from 3rd term wage rate BEFORE calculating overtime pay.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages (per Hour) 07/01/2012 12/26/2012 06/26/2013

1500 hour terms at the following wage rate:

1st term $ 17.43 $ 17.63 $ 17.83
2nd term $ 28.53 $ 28.83 $ 29.13
3rd term $ 38.01 $ 38.41 $ 38.81

Supplemental Benefits per hour:

1st year $ 10.35 $ 10.45 $ 10.45
2nd Year $ 14.17 $ 14.17 $ 14.17
3rd year $ 16.20 $ 16.20 $ 16.20

9-NYDCT9-DWT

Painter 10/01/2012

JOB DESCRIPTION Painter
ENTIRE COUNTIES Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2012 11/01/2012 05/01/2013
Brush $ 39.85 $ 40.35 $ 41.85
Abatement/Removal of lead based $ 39.85 $ 40.35 $ 41.85
or lead containing paint on
materials to be repainted.
Spray & Scaffold $ 42.85 $ 43.35 $ 44.85
Fire Escape $ 42.85 $ 43.35 $ 44.85
Decorator $ 42.85 $ 43.35 $ 44.85
Paperhanger/Wall Coverer $ 37.44 $ 37.44 $ 39.00

*Before calculating premium pay, deduct $0.10 from hourly wage rate.
Does not apply to paperhanger.

SUPPLEMENTAL BENEFITS
Per hour worked: 07/01/2012 11/01/2012 05/01/2013

Paperhanger $ 29.71 $ 29.72 $ 29.73
All others $ 20.97 $ 20.97 $ 20.97
Premium $ 23.09* $ 23.47* $ 23.47*

* Applies only to "All others" category, not paperhanger journeyman.

OVER TIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Indentured after 5/31/93 (1) year terms at the following wage rate.
## Painter - Bridge & Structural Steel

**JOB DESCRIPTION**  Painter - Bridge & Structural Steel

**DISTRICT 9**


### WAGES

Per Hour Worked:  07/01/2012  10/1/2012

<table>
<thead>
<tr>
<th>Steel Type</th>
<th>07/01/2012</th>
<th>10/1/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Painting</td>
<td>$ 51.23</td>
<td>$ 52.23</td>
</tr>
<tr>
<td>Power Tool/Spray</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Power Tool/Spray**

Additional $6.00 per hour above hourly rate, whether straight time or overtime

Note: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

### SUPPLEMENTAL BENEFITS

Per Hour Worked:  07/01/2012  10/1/2012

<table>
<thead>
<tr>
<th>Journeyworker</th>
<th>07/01/2012</th>
<th>10/1/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 26.80*</td>
<td>$ 27.05</td>
</tr>
<tr>
<td></td>
<td>$ 31.04**</td>
<td></td>
</tr>
</tbody>
</table>

**Hourly Rate after 40 hours**

From May 1st to Nov. 15th  $ 6.75 only

From Nov. 16th to April 30th  $ 6.75 only

*For the period of May 1st to November 15th:
This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.
EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

**For the period of November 16th to April 30th:
This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

### OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

NOTE: Calculate overtime rate as follows: Bridge Painting and Power Tool/Spray titles subtract $4.98 from the hourly rate.

### HOLIDAY

Paid:  See (1) on HOLIDAY PAGE

Overtime:  See (4, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms

<table>
<thead>
<tr>
<th>07/01/2012</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 20.55</td>
<td>$ 30.78</td>
<td>$ 41.00</td>
</tr>
</tbody>
</table>

9-NYDC9-B/S
### Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th>Date</th>
<th>Painter (Striping-Highway)</th>
<th>Striping-Machine Operator*</th>
<th>Lineman Thermoplastic</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$26.61 plus an additional $0.50**</td>
<td>$31.87 plus an additional $0.50**</td>
<td></td>
</tr>
</tbody>
</table>

** To be allocated at a future date

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

### SUPPLEMENTAL BENEFITS

Per Hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Journeyworker:</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$14.18</td>
</tr>
</tbody>
</table>

### OVERTIME PAY

See (*B, **B2, E, E2, P, S) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

---

### Painter - Metal Polisher

#### JOB DESCRIPTION
Painter - Metal Polisher

#### ENTIRE COUNTIES

#### WAGES

<table>
<thead>
<tr>
<th>Date</th>
<th>Metal Polisher</th>
<th>Metal Polisher**</th>
<th>Metal Polisher***</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$26.11</td>
<td>$27.02</td>
<td>$29.61</td>
</tr>
</tbody>
</table>

**Note: Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

### SUPPLEMENTAL BENEFITS

Per Hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Journeyworker:</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$12.92</td>
</tr>
</tbody>
</table>

### OVERTIME PAY

See (*B, **B2, E, E2, P, S) on OVERTIME PAGE
REGISTERED APPRENTICES
Wages per hour:

<table>
<thead>
<tr>
<th></th>
<th>1st month</th>
<th>2nd month</th>
<th>3rd month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td>$13.50</td>
<td>$15.00</td>
<td>$18.00</td>
</tr>
</tbody>
</table>

Supplemental benefits:
Per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>1st month</th>
<th>2nd month</th>
<th>3rd month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td>$10.27</td>
<td>$10.39</td>
<td>$10.63</td>
</tr>
</tbody>
</table>

---

Plasterer

**JOB DESCRIPTION**
Plasterer

**DISTRICT** 9

**ENTIRE COUNTIES**
Kings, Nassau, Queens, Suffolk

**PARTIAL COUNTIES**
New York: Includes work in all Islands in New York City, except Manhattan.

**WAGES**
Per hour: 07/01/2012

Building: Plasterer/Traditional $35.53

**SUPPLEMENTAL BENEFITS**
Per hour worked: Journeyworker $21.80

**OVERTIME PAY**
See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wages:

(year terms at the following % Journeyworkers wage rate.

<table>
<thead>
<tr>
<th>Year</th>
<th>1st 6 months</th>
<th>2nd 6 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>40%</td>
<td>45%</td>
</tr>
<tr>
<td>Second</td>
<td>55%</td>
<td>60%</td>
</tr>
<tr>
<td>Third</td>
<td>70%</td>
<td>75%</td>
</tr>
</tbody>
</table>

Supplemental Benefits:

(1) year term broken down into six month periods:

1st year:

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st six months</td>
<td>$ 8.37</td>
</tr>
<tr>
<td>2nd six months</td>
<td>9.35</td>
</tr>
<tr>
<td>3rd six months</td>
<td>11.35</td>
</tr>
<tr>
<td>4th six months</td>
<td>12.33</td>
</tr>
<tr>
<td>5th six months</td>
<td>14.33</td>
</tr>
<tr>
<td>6th six months</td>
<td>15.33</td>
</tr>
</tbody>
</table>

---

9-530-Z1
Plumber

JOBS DESCRIPTION Plumber

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2012

Plumber
MAINTENANCE ONLY $ 29.46

(NOTE) Maintenance: Correction of problem(s) with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber
MAINTENANCE ONLY $11.25

OVER TIME PAY
OVER TIME PAY
See (B, J) on OVERTIME PAGE
HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES
One(1) Year Terms at the Following
Percentage of Journeymans wage:

1st Term 30%
2nd Term 40%
3rd Term 50%
4th Term 60%
5th Term 70%
6th Term 85%

Supplemental Benifits Per Hour:

1st Term $11.38
2nd Term $12.01
3rd Term $12.79
### Plumber

**JOB DESCRIPTION**

Plumber

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

<table>
<thead>
<tr>
<th>Term</th>
<th>Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>4th</td>
<td>$13.16</td>
</tr>
<tr>
<td>5th</td>
<td>$16.36</td>
</tr>
<tr>
<td>6th</td>
<td>$19.65</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Term</th>
<th>Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>4th</td>
<td>$30.90</td>
</tr>
<tr>
<td>5th</td>
<td>$31.40</td>
</tr>
<tr>
<td>6th</td>
<td>$31.90</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

See (A, E, Q) on OVERTIME PAGE

CODE "V" is only for SUNDAYS and HOLIDAYS WORKED

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One(1) Year Terms at the following percentage of Plumbers Rate:

- 1st Term: 30%
- 2nd Term: 40%
- 3rd Term: 50%
- 4th Term: 60%
- 5th Term: 70%

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$17.19</td>
</tr>
<tr>
<td>2nd</td>
<td>$19.57</td>
</tr>
<tr>
<td>3rd</td>
<td>$20.94</td>
</tr>
<tr>
<td>4th</td>
<td>$22.46</td>
</tr>
<tr>
<td>5th</td>
<td>$24.06</td>
</tr>
</tbody>
</table>

### Roofer

**JOB DESCRIPTION**

Roofer

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

<table>
<thead>
<tr>
<th>Term</th>
<th>Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-200 Pump &amp; Tank</td>
<td>$13.16</td>
</tr>
<tr>
<td>5th</td>
<td>$16.36</td>
</tr>
<tr>
<td>6th</td>
<td>$19.65</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Term</th>
<th>Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-200 Pump &amp; Tank</td>
<td>$30.90</td>
</tr>
<tr>
<td>5th</td>
<td>$31.40</td>
</tr>
<tr>
<td>6th</td>
<td>$31.90</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

NEW ROOF SEE (B.E.Q)
RE-ROOF SEE (B.E.E2.Q)

NOTE: Premium time to be calculated on "BASE WAGE" then add the $ 4.00.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
(1) Year terms at the following percentage of Roofers/Waterproofers BASE Wage

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>50%</td>
<td>70%</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus $3.20 per hour</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>10/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$ 6.67</td>
<td>$ 6.67</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$ 8.44</td>
<td>$ 8.44</td>
</tr>
<tr>
<td>3rd Term</td>
<td>$16.02</td>
<td>$16.02</td>
</tr>
<tr>
<td>4th Term</td>
<td>$18.31</td>
<td>$18.31</td>
</tr>
</tbody>
</table>

Sheetmetal Worker

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/01/2012</td>
<td></td>
</tr>
</tbody>
</table>

JOB DESCRIPTION  Sheetmetal Worker

ENTIRE COUNTIES  Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:  07/01/2012

Sheetmetal Worker  $48.90

Temporary Operation or Maintenance of Fans  $39.77

SUPPLEMENTAL BENEFITS

Per Hour:  07/01/2012

Sheetmetal Worker  $39.16

Maintenance Worker  $39.16

OVERTIME PAY

See (A, E, E2, Q) on OVERTIME PAGE

For Maintenance See Codes B, E & Q

HOLIDAY

Paid:  See (1) on HOLIDAY PAGE

Overtime:  See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 Month Terms as Follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$16.41</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$18.80</td>
</tr>
<tr>
<td>3rd Term</td>
<td>$21.35</td>
</tr>
<tr>
<td>4th Term</td>
<td>$24.04</td>
</tr>
<tr>
<td>5th Term</td>
<td>$25.30</td>
</tr>
<tr>
<td>6th Term</td>
<td>$27.43</td>
</tr>
<tr>
<td>7th Term</td>
<td>$30.23</td>
</tr>
<tr>
<td>8th Term</td>
<td>$31.34</td>
</tr>
<tr>
<td>9th Term</td>
<td>$32.45</td>
</tr>
</tbody>
</table>

Supplemental Benefits as Follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$18.01</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$19.76</td>
</tr>
<tr>
<td>3rd Term</td>
<td>$21.47</td>
</tr>
<tr>
<td>4th Term</td>
<td>$23.21</td>
</tr>
<tr>
<td>5th Term</td>
<td>$24.77</td>
</tr>
<tr>
<td>6th Term</td>
<td>$26.81</td>
</tr>
<tr>
<td>7th Term</td>
<td>$30.23</td>
</tr>
<tr>
<td>8th Term</td>
<td>$31.34</td>
</tr>
<tr>
<td>9th Term</td>
<td>$32.45</td>
</tr>
</tbody>
</table>
Sheetmetal Worker 10/01/2012

JOB DESCRIPTION  Sheetmetal Worker

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2012

Sign Erector $43.30

*NOTE: Overhead Highway Signs and Structurally Supported Signs
(See IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2012

Sign Erector $41.44

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of
Sign Erectors wage rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>35%</td>
</tr>
<tr>
<td>3rd</td>
<td>45%</td>
</tr>
<tr>
<td>5th</td>
<td>55%</td>
</tr>
<tr>
<td>7th</td>
<td>65%</td>
</tr>
<tr>
<td>9th</td>
<td>75%</td>
</tr>
<tr>
<td>2nd</td>
<td>40%</td>
</tr>
<tr>
<td>4th</td>
<td>50%</td>
</tr>
<tr>
<td>6th</td>
<td>60%</td>
</tr>
<tr>
<td>8th</td>
<td>70%</td>
</tr>
<tr>
<td>10th</td>
<td>80%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

| Term   | Rate   | | Term   | Rate   |
|--------|--------| |--------|--------|
| 1st    | $13.20 | | 2nd    | $14.69 |
| 3rd    | 16.19  | | 4th    | 17.69  |
| 5th    | 23.27  | | 6th    | 24.89  |
| 7th    | 27.17  | | 8th    | 28.80  |
| 9th    | 30.47  | | 10th   | 30.47  |

Steamfitter 10/01/2012

JOB DESCRIPTION  Steamfitter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2012 12/26/2012

Steam/Sprinkler $56.81 *Additional
Fitter $0.75/Hr

Temporary $43.19 *Additional
Heat & AC $0.75/Hr

*Additional to be allocated to either Wages or benefits.

NOTE: Add 30% to Hourly Wage for "Contracting Agency"
Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Steam/Sprinkler $44.96
Fitter

Temporary $36.24

Heat & AC

OVERTIME PAY
See (C, *D, O, V) on OVERTIME PAGE

(*D) ON ALL HVAC AND MECHANICAL CONTRACTS THAT DO NOT EXCEED $15,000,000.00

and ON ALL FIRE PROTECTION/SPRINKLER CONTRACTS THAT DO NOT EXCEED $ 1,500,00.00

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year Terms at the Following:

WAGES per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
<th>5th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>36.24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFIT
Per Hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
<th>5th Term</th>
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<tbody>
<tr>
<td>18.83</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Steamfitter

JOB DESCRIPTION Steamfitter
DISTRICT  4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2012

Steamfitter/Maintenance & AC Service Work $36.55

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation up to 5hp (combined).
Air Condition / Heating Compressor installation up to 10hp (combined).

SUPPLEMENTAL BENEFITS
Per Hour

Steamfitter/Maintenance & AC Service Work $9.35

OVERTIME PAY
OVERTIME:..See ( B, E, Q*, S** ) on OVERTIME PAGE.

HOLIDAY
HOLIDAY:
Paid:......See ( 2, 6, 9, 10, 11, 15, 17, 26, Memorial Day) on HOLIDAY PAGE.
Overtime:..... * ( 2, 6, 9, 15, 17 )
          ** ( 10, 11, 26, Memorial Day )

Survey Crew Consulting

JOB DESCRIPTION Survey Crew Consulting
DISTRICT  9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: Only the portion south of the north city line in Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer agreement.

Categories cover GPS & underground surveying.

WAGES: (per hour) 07/01/2012

Survey Rates:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$33.70</td>
</tr>
<tr>
<td>Instrument Man</td>
<td>$28.38</td>
</tr>
<tr>
<td>Rodman</td>
<td>$25.02</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Crew Members</td>
<td>$11.70</td>
</tr>
</tbody>
</table>

OVERTIME PAY
OVERTIME:... See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Teamster - Asphalt Delivery 10/01/2012

JOB DESCRIPTION Teamster - Asphalt Delivery

ENTIRE COUNTIES Nassau, Suffolk

WAGES
Per Hour: 07/01/2012 07/01/2013

Heavy Construction Work:
Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

"TRUCK DRIVER"

Asphalt Delivery $34.375 $34.765

Light Construction Work:
Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings.

"TRUCK DRIVER"

Asphalt Delivery $27.15 $28.02

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2012 07/01/2013

"Heavy Construction Work"

"TRUCK DRIVER"

Asphalt Delivery $37.6525 $38.9425

"Light Construction Work"

"TRUCK DRIVER"

Asphalt Delivery $11.65 $11.65

OVERTIME PAY
See (B, *B2, E, **I, P, ***R, ****U) ON OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.
NOTE: (B, E, P, T&U) Apply to Heavy Construction.
NOTE: (B2, I, T&U) Apply to Light Construction.
NOTE: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE

---

**Teamster - Building**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT** 4

**ENTIRE COUNTIES** Nassau, Suffolk

**WAGES**

<table>
<thead>
<tr>
<th>Per Hour:</th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck Driver (Building Demolition &amp; Debris)</td>
<td>$28.93</td>
<td>$29.37</td>
</tr>
<tr>
<td>Trailers</td>
<td>$28.93</td>
<td>$29.37</td>
</tr>
<tr>
<td>Straight Jobs</td>
<td>$28.63</td>
<td>$29.07</td>
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**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Per Hour:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All Classifications</td>
<td>$29.54</td>
<td>$30.44</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

See (B, E, S, S1) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

---

**Teamster - Delivery of Concrete**

**JOB DESCRIPTION** Teamster - Delivery of Concrete

**DISTRICT** 4

**ENTIRE COUNTIES** Nassau, Suffolk

**WAGES**

<table>
<thead>
<tr>
<th>Per Hour:</th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy Construction Work:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shall Include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools &amp; Power Generation Plants</td>
<td>$35.69</td>
<td>$36.415</td>
</tr>
<tr>
<td><em>TRUCK DRIVER</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Delivery</td>
<td>$35.69</td>
<td>$36.415</td>
</tr>
</tbody>
</table>

| Light Construction Work: | | |
| Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings. | $31.83 | $32.785 |
| *TRUCK DRIVER* | | |
| Concrete Delivery | $31.83 | $32.785 |

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Per Hour:</th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Heavy Construction Work&quot;</td>
<td>$35.83</td>
<td>$36.225</td>
</tr>
</tbody>
</table>

| "Light Construction Work" | | |
| Concrete Delivery | $35.83 | $36.225 |
Concrete Delivery
$11.60
$11.625

**OVERTIME PAY**

- Notes: Heavy Construction:B2,I
- Light Construction:B,E,P

**HOLIDAY**

- Paid: See (1) on HOLIDAY PAGE
- Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE

OVERTIME PAY
HOLIDAY

1-As Per Trade
Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

(A) Time and one half of the hourly rate after 7 hours per day

(AA) Time and one half of the hourly rate after 7 and one half hours per day

(B) Time and one half of the hourly rate after 8 hours per day

(B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours

(B2) Time and one half of the hourly rate after 40 hours per week

(C) Double the hourly rate after 7 hours per day

(C1) Double the hourly rate after 7 and one half hours per day

(D) Double the hourly rate after 8 hours per day

(D1) Double the hourly rate after 9 hours per day

(E) Time and one half of the hourly rate on Saturday

(E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours

(E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week

(E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather

(E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather

(F) Time and one half of the hourly rate on Saturday and Sunday

(G) Time and one half of the hourly rate on Saturday and Holidays

(H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays

(I) Time and one half of the hourly rate on Sunday

(J) Time and one half of the hourly rate on Sunday and Holidays

(K) Time and one half of the hourly rate on Holidays

(L) Double the hourly rate on Saturday

(M) Double the hourly rate on Saturday and Sunday

(N) Double the hourly rate on Saturday and Holidays

(O) Double the hourly rate on Saturday, Sunday, and Holidays

(P) Double the hourly rate on Sunday

(Q) Double the hourly rate on Sunday and Holidays

(R) Double the hourly rate on Holidays

(S) Two and one half times the hourly rate for Holidays, if worked

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, if worked
(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted
Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1) None
(2) Labor Day
(3) Memorial Day and Labor Day
(4) Memorial Day and July 4th
(5) Memorial Day, July 4th, and Labor Day
(6) New Year's, Thanksgiving, and Christmas
(7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8) Good Friday
(9) Lincoln's Birthday
(10) Washington's Birthday
(11) Columbus Day
(12) Election Day
(13) Presidential Election Day
(14) 1/2 Day on Presidential Election Day
(15) Veterans Day
(16) Day after Thanksgiving
(17) July 4th
(18) 1/2 Day before Christmas
(19) 1/2 Day before New Years
(20) Thanksgiving
(21) New Year's Day
(22) Christmas
(23) Day before Christmas
(24) Day before New Year's
(25) Presidents' Day
(26) Martin Luther King, Jr. Day
(27) Memorial Day
**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

<table>
<thead>
<tr>
<th>Submitted By:</th>
<th>(Check Only One)</th>
<th>Contracting Agency</th>
<th>❑ Architect or Engineering Firm</th>
<th>❑ Public Work District Office</th>
<th>Date:</th>
</tr>
</thead>
</table>

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address
   - (Check if new or change)

2. NY State Units (see Item 5)
   - 01 DOT
   - 02 OGS
   - 03 Dormitory Authority
   - 04 State University Construction Fund
   - 05 Mental Hygiene Facilities Corp.
   - 06 OTHER N.Y. STATE UNIT
   - 07 City
   - 08 Local School District
   - 09 Special Local District, i.e., Fire, Sewer, Water District
   - 10 Village
   - 11 Town
   - 12 County
   - 13 Other Non-N.Y. State Facilities Corp.

Telephone: ( )  Fax: ( )
E-Mail:  

**B. PROJECT PARTICULARS**

3. SEND REPLY TO
   - ✔ check if new or change
   - Name and complete address:

4. SERVICE REQUIRED: Check appropriate box and provide project information.
   - ☐ New Schedule of Wages and Supplements.
     - APPROXIMATE BID DATE: [ ]
   - ☐ Additional Occupation and/or Redetermination

Telephone: ( )  Fax: ( )
E-Mail:  

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT: ☐ OFFICE USE ONLY

5. Project Title
   - __________________________________________
   - Description of Work
   - __________________________________________
   - Contract Identification Number
   - __________________________
   - Note: For NYS units, the OSC Contract No.

6. Location of Project:
   - Location on Site
   - __________________________
   - Route No/Street Address
   - __________________________
   - Village or City
   - __________________________
   - Town
   - __________________________
   - County
   - __________________________

7. Nature of Project - Check One:
   - ☐ 1. New Building
   - ☐ 2. Addition to Existing Structure
   - ☐ 3. Heavy and Highway Construction (New and Repair)
   - ☐ 4. New Sewer or Waterline
   - ☐ 5. Other New Construction (Explain)
   - ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
   - ☐ 7. Demolition
   - ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT:
   - ☐ Construction (Building, Heavy Highway/Sewer/Water)
   - ☐ Tunnel
   - ☐ Residential
   - ☐ Landscape Maintenance
   - ☐ Elevator maintenance
   - ☐ Exterminators, Fumigators
   - ☐ Fire Safety Director, NYC Only
   - ☐ Guards, Watchmen
   - ☐ Janitors, Porters, Cleaners, Elevator Operators
   - ☐ Moving furniture and equipment
   - ☐ Trash and refuse removal
   - ☐ Window cleaners
   - ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?
   - YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS
Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading ‘Fiscal Officer’. DOL = NYS Dept. of Labor; NYC = New York City Comptroller’s Office; AG = NYS Attorney General’s Office; DA = County District Attorney’s Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>Fiscal Officer</th>
<th>FEIN</th>
<th>EMPLOYER NAME</th>
<th>EMPLOYER DBA NAME</th>
<th>ADDRESS</th>
<th>DEBARMENT START DATE</th>
<th>DEBARMENT END DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>0711</td>
<td>A &amp; T IRON WORKS INC</td>
<td></td>
<td>25 CLIFF STREET NEW ROCHELLE NY 10801</td>
<td>12/21/2009</td>
<td>12/21/2014</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>0711</td>
<td>A ULIANO &amp; SON LTD</td>
<td></td>
<td>22 GRIFFEN COURT MILLER PLACE NY 11746</td>
<td>10/26/2010</td>
<td>10/26/2015</td>
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<tr>
<td>DOL</td>
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<td>0711</td>
<td>A ULIANO CONSTRUCTION</td>
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<td>10/26/2015</td>
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<tr>
<td>DOL</td>
<td>NYC</td>
<td>804</td>
<td>AAR/CO ELECTRIC INC</td>
<td>5902 AVENUE N BROOKLYN NY 11234</td>
<td>03/20/2009</td>
<td>03/20/2014</td>
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</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>486</td>
<td>ABBEY PAINTING CORP</td>
<td>21107 28TH AVENUE BAYSIDE NY 11360</td>
<td>07/02/2012</td>
<td>07/02/2017</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>905</td>
<td>ABDO TILE CO</td>
<td>6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057</td>
<td>06/25/2010</td>
<td>07/02/2017</td>
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<tr>
<td>DOL</td>
<td>DOL</td>
<td>905</td>
<td>ABDO TILE COMPANY</td>
<td>6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057</td>
<td>06/25/2010</td>
<td>07/02/2017</td>
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</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>022</td>
<td>ACE DRYWALL SYSTEMS INC</td>
<td></td>
<td>194 ASHLAND PLACE BROOKLYN NY 11217</td>
<td>03/06/2008</td>
<td>03/06/2013</td>
</tr>
<tr>
<td>AG</td>
<td>AG</td>
<td>819</td>
<td>ACTIVE CABLEING INC</td>
<td>C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODSBURY NY 11797</td>
<td>10/02/2008</td>
<td>10/01/2013</td>
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</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>5043</td>
<td>A CEMERYS</td>
<td>2718 CURRY ROAD SCHENECTADY NY 12303</td>
<td>07/08/2010</td>
<td>07/08/2015</td>
<td></td>
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