KOSCIUSZKO BRIDGE PROJECT - PHASE 1
(BIN 1075699)

PIN X731.24, Contract D900011

CONTRACT DOCUMENTS

PART 1

DB AGREEMENT

Final August 27, 2013
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Kosciuszko Bridge Project - Phase 1 (BIN 1075699)  i  Part 1 - DB Agreement
PIN X731.24, Contract D900011  Final August 27, 2013
DESIGN-BUILD (DB) AGREEMENT

Contract No. ______________________

County __________________________

THIS DB AGREEMENT, entered into this ___ day of ________, 20__, 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 (the “Department”), 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 Department will pay the Design-Builder a lump sum of ________, which shall equal the total lump sum proposal price for the Project, as agreed to by the Department, less the unused portion of the lump sum price for the Design-Build – Force Account Work (Item No. 800.04000015). See also DB Section 109-9. The Contract Price may be subject to adjustment from time to time by Orders on Contract.

See DB Section 101-3 for definitions Contract, Contract Price, and Work.

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 General Provisions, section 101-3 for definitions of Substantial Completion Date and Project Completion Date.

**Article 2.2. Interim Completion Milestone Date.**
This Project’s Interim Completion Milestone Date is _______, 20__, and is defined as the date by which the new bridge must be open to traffic and all traffic permanently transferred onto the new East Bound Structure. The Interim Completion Milestone Date will be the date determined by adding the number of calendar days proposed by the successful Proposer on Form SCD (the Duration), as agreed to by the Department, to the date of the Notice to Proceed as issued by the Department. The Interim Completion Milestone Date may not be changed without written approval by the Department’s Project Manager.

**Article 2.3. Substantial Completion Date**
This Project’s Substantial Completion Date is _______, 20__. See DB Section 101 for the definition of “Substantial Completion”.

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.

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 2.4. Project Completion Date**
This Project’s Completion Date is _______, 20__, and is based on the Construction/Demolition Duration (in calendar days after the day Notice to Proceed is issued by the Department), as proposed by the successful Proposer in Form SCD and agreed to by the Department. See DB Section 101 for the definition of “Project Completion”.

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 _______, 20__. 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 Documents.

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

This Contract shall include and incorporate the executed DB Agreement (which includes Appendix A Standard Clauses for New York State Contracts, Appendix B Federal Requirements, Appendix C State Prevailing Wage Rates, and Appendix D Iran Divestment Act); DB Section 100 General Provisions (Part 2 of RFP); the Project Requirements (Part 3 of RFP); the Utility Requirements (Part 4 of RFP); the Special Provisions (Part 5 of RFP); the Directive Plans included in the RFP Plans (Part 6 of RFP); the Engineering Data (Part 7 of RFP); the Special Specifications (Part 8 of RFP); RFP Addenda ___ through __ (Part 10 of RFP); the Design-Builder’s Proposal, including all addenda or appendices thereto (Part 9 of RFP); 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 of RFP); RFP Instructions to Proposers; any RFP Addenda; any RFP Questions and Answers; any supplemental agreements, amendments, Orders on Contract, Contract modifications, including those made after execution of the Contract; and all provisions required by law to be inserted in the Contract, whether actually inserted or not.

The components of the Contract Documents are intended to be complementary and to describe and provide for a complete Project. The following components of the Contract Documents complement one another in the following declining order of precedence:

A) Appendix A, Standard Clauses for New York State Contracts;
B) Appendix B Federal Requirements (including 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; and Attachment 5, Supplemental Title VI Provisions (Civil Rights Act));
C) Appendix C State Prevailing Wage Rates;
D) Iran Divestment Act;
E) DB Agreement (other than Appendix A, B, and C);
F) Parts 3 through 8 of RFP and Part 10 of RFP, as set forth in the above paragraph;
G) DB Section 100 General Provisions (Part 2 of RFP);
H) The Standard Specifications of the New York State Department of Transportation, current on the Contract execution date, Sections 200 through 700;
I) The RFP Instructions to Proposers; any RFP Addenda; and any RFP Questions and Answers; and
J) Design-Builder’s Proposal, including all addenda or appendices thereto (Part 9 of RFP) (except as provided below).

However, where the Design-Builder’s Proposal presents Work or products of a higher quality than that shown elsewhere in the Contract Documents, and the Department has accepted the proposed change to the Work and products to that of a higher quality, the Design-Builder’s Proposal will take precedence for that specific higher quality Work and products, as applicable. Additionally, subject to Part 2, DB Section 100 General Provisions, DB Section 104-4.6, where the Design-Builder’s Proposal includes an approved Alternative Technical Concept, the Design-Builder's Proposal (including the approved Alternative Technical Concept) will take precedence for that specific Work that is the subject of the approved Alternative Technical Concept.

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 14%. The Design-Builder must make a good faith effort to meet this goal. See DB Section 101-3 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 warrants and represents 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 Sections 109-6 – 109-6.4.

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 Contract or 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, less an amount necessary to satisfy any claims, liens or judgments against the Design-Builder. 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, less an amount necessary to satisfy any claims, liens or judgments against the Design-Builder.

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 Contract Documents, the matter must be immediately submitted to the Project Manager, who shall adjust the same, and his/her decision in relation thereto shall be final and conclusive upon the parties. See Article 5 of this agreement regarding order of precedence of the Contract Documents.

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 this NYSDOT Contract. Certificates shall be mailed to the:

   **Contract Management Bureau**  
   **New York State Department of Transportation**  
   50 Wolf Rd., 1st Floor, 1CM  
   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, via the Department’s website) 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 on 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 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-Builder 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-Builder’s business or operations with the Department, the Design-Builder 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-Builder’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-Builder 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-Builder, 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-Builder 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-Builder, 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-Builder’s Risks.** The Design-Builder 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 shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Design-Builder in connection with its services under the Contract Documents. To the fullest extent permitted by law: (a) the Design-Builder shall indemnify, hold harmless, and release the Department and/or the State of New York, any municipality in which the Work is being performed; and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the Work from suits, claims, actions, damages, and costs of every name and description resulting from the Work under this Contract and until the Final Acceptance thereof; (b) with respect to personal injury or property damage occurring after Final Acceptance and not covered by the indemnity in clause 107-27.1(a), the Design-Builder shall indemnify, hold harmless, and release the Department and/or the State of New York, any municipality in which the Work is being performed; and/or any public benefit corporation, railroad or public utility from suits, claims, actions, damages, and costs of every name and description resulting from negligent or otherwise tortious acts, errors or omissions of the Design-Builder in connection with its services under the Contract Documents; and (c) the Design-Builder shall indemnify, hold harmless, and release the Department’s Inspector from suits, claims, actions, damages, and costs involving personal injury and property damage resulting from the Design-Builder’s Work under the Contract during its prosecution and until the Final Acceptance thereof. The Department may retain such monies from the amount due the Design-Builder as may be necessary to satisfy any claim for damages recovered against the Department, 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 the Department’s Inspectors. The Design-Builder’s obligation under this paragraph shall not be deemed waived by the failure of the Department to retain the whole or any part of such monies due the Design-Builder, or where such suit, action, damages, and/or costs have not been resolved or determined prior to release of any monies to the Design-Builder under the Contract. Such obligation shall not be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Design-Builder, Subcontractors, the Department, the State, 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 Department consultants or contractors working relative to the Project.

The Design-Builder has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the parties specified in this Section. This obligation shall include the cost of attorney fees, disbursements, costs, and other expenses incurred in connection with such action or proceeding. The provisions of this section shall survive the expiration or termination of the Contract.

Without limiting the generality of the foregoing, Design-Builder’s obligation to indemnify, save harmless and release the Persons identified in this DB §107-27.1 specifically includes any suits, claims, actions,
damages, and costs of every name and description resulting from any spill or release or threatened spill or release of a Hazardous Material (i) attributable to the negligence, willful misconduct or breach of contract by Design-Builder, its Subcontractors or agents, or (ii) which was brought onto the Site by Design-Builder or any of its Subcontractors or agents.

Notwithstanding the foregoing, the Department reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

Such obligation does not extend to those suits, actions, damages, and costs of every name which arise out of the sole negligence of the Department, the State of New York, 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 of the Project, or any Department consultants or contractors working relative to the Project, their agents, or their employees.

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.


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.)

ARTICLE 22. FEDERAL REQUIREMENTS

This Contract is a Federal-aid contract. Please refer to Appendix B for the required federal requirements (including 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; and Attachment 5, Supplemental Title VI Provisions (Civil Rights Act)). See also Article 5 regarding the precedence of the federal requirements 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 forgoing 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.

ARTICLE 25. WRITTEN NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

   (a) via certified or registered United States mail, return receipt requested;

   (b) by facsimile transmission;

   (c) by personal delivery;

   (d) by expedited delivery service; or

   (e) by e-mail.

Such notices shall be addressed to the individuals or titles named in the Contract documents, or which are designated by the Design-Builder or the State at the pre-construction meeting, or which are designated by the State or the Design-Builder from time to time during the course of the Contract pursuant to Paragraph 3 herein.

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile...
transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**ARTICLE 26. CONTRACT PAYMENTS**

Design-Builder shall provide complete and accurate billing invoices to the Department in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for invoices submitted by the Design-Builder shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Design-Builder shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at, http://www.osc.state.ny.us/epay/ac3243s_fe.pdf, by e-mail at epayments@osc.state.ny.us, or by telephone at (855) 233-8363. Design-Builder acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

**ARTICLE 27. DESIGN-BUILDER LIABILITY**

1. The Design-Builder shall at all times during the Contract term remain responsible. The Design-Builder agrees, if requested by the Department, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

2. The Department, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Design-Builder. In the event of such suspension, the Design-Builder will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Design-Builder must comply with the terms of the suspension order. Contract activity may resume at such time as the Department issues a written notice authorizing a resumption of performance under the Contract.

3. Upon written notice to the Design-Builder, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Design-Builder’s expense where the Design-Builder is determined by the Department or his or her designee to be non-responsible. In such event, the Department or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
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       Title

__________________     __________________
Date        Date

New York State Attorney General

_____________________________________  ________________________________
Title       Title

__________________     __________________
Date        Date

Office of the New York State Comptroller

(Acknowledgment by individual Design-Builder)

STATE OF NEW YORK  
COUNTY OF ____________

On this ______________ day of ______________, 20__ 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 ______________, 20__ 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 ______________

On this ______________ day of ______________, 20__, 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 ______________

On this ______________ day of ______________, 20__, before me personally came ______________ to me known, who being duly sworn, did depose and say that he/she resides in ______________ and 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 ______________
On this ___________________ day of __________________, 20__ 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

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

December, 2012
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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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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, national origin, sex, age, disability, marital status, genetic predisposition or carrier 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 for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

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

ATTACHMENT 1

FHWA Form 1273
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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 contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor
will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor’s obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor’s control, where the facilities are segregated. The term “facilities” includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

   a. All laborers and mechanics employed or working upon the site of the construction project will be paid compensation such 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates confirmed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

   (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   (ii) The classification is utilized in the area by the construction industry; and

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing a bona fide fringe benefit 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or 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 information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee to the contractor or subcontractor. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

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 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
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 program. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

   a. The term “perform work with its own organization” refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term includes any payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

      (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      (2) the prime contractor remains responsible for the quality of the work of the leased employees;
      (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
      (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages; the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

   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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway 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, Form FHWA-1022 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.

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. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov/), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

* * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

   (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment 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;

   (3) 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 (a)(2) of this certification; and

   (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective 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 Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

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,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the $25,000 threshold.

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, declared ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov/), which is compiled by the General Services Administration.

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.

* * * * *

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

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is 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 its bid or proposal that the participant 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.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
APPENDIX B

ATTACHMENT 2

Federal Prevailing Wage Rate
General Decision Number: NY130003 02/08/2013 NY3

Superseded General Decision Number: NY20120003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond Counties in New York.

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

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<th>Modification Number</th>
<th>Publication Date</th>
</tr>
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</tr>
<tr>
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<td>01/11/2013</td>
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<td>2</td>
<td>01/18/2013</td>
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<td>3</td>
<td>02/08/2013</td>
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ASBE0012-001 01/02/2012

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<tr>
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<tr>
<td>Asbestos Workers/Insulator</td>
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<td></td>
</tr>
<tr>
<td>Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems</td>
<td>$ 61.08</td>
<td>26.59</td>
</tr>
<tr>
<td>HAZARDOUS MATERIAL HANDLER</td>
<td>$ 30.00</td>
<td>9.10</td>
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BOIL0005-001 01/01/2012

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<tr>
<td>BOILERMAKER</td>
<td>$ 47.98</td>
<td>32%+21.75+a</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 07/01/2012

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<thead>
<tr>
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<tr>
<td>BRICKLAYER</td>
<td>$ 49.09</td>
<td>22.93</td>
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<td>MASON - STONE</td>
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<td>15.43</td>
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BRNY0001-002 07/01/2012

<table>
<thead>
<tr>
<th></th>
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<th>Fringes</th>
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Pointer, cleaner and caulkier.....$ 42.69 21.74
BRNY0004-001 07/01/2012

MARBLE MASON.................$ 54.19 28.3
BRNY0007-001 01/01/2011

TERRAZZO FINISHER...............$ 42.86 28.55
TERRAZZO WORKER/SETTER.........$ 44.39 28.55
BRNY0020-001 07/01/2012

MARBLE FINISHER...............$ 43.60 27.10
BRNY0024-001 07/01/2012

BRICKLAYER
MARBLE POLISHERS.............$ 38.03 20.90
BRNY0052-001 06/04/2012

Tile Layer.......................$ 50.25 27.66
BRNY0088-001 06/04/2012

TILE FINISHER....................$ 39.67 24.16
CARP0001-009 07/01/2008

Carpenters:
Carpenters & Soft floor layers...............$ 43.02 35.96
CARP0740-001 07/01/2010

MILLWRIGHT.......................$ 46.19 44.93
CARP1456-004 01/01/2011

Dock Builder & Piledrivermen
DOCKBUILDERS....................$ 46.21 38.36
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<th>Fringes</th>
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<tbody>
<tr>
<td>Diver Tender</td>
<td>$41.16</td>
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### 10/01/2010

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<td>TIMBERMEN</td>
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### 11/09/2011

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<tr>
<td>Electricians</td>
<td>$51.00</td>
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<tr>
<td>Jobbing, and maintenance and repair work</td>
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**PAID HOLIDAYS:**


### 04/01/2012

**QUEENS COUNTY**

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<tr>
<td>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)</td>
<td></td>
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<tr>
<td>Groundman</td>
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<tr>
<td>Heavy Equipment Operator</td>
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<tr>
<td>Lineman and Cable Splicer</td>
<td>$47.13</td>
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<tr>
<td>Tree Trimmer</td>
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### 03/17/2012

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<tr>
<td>ELEVATOR MECHANIC</td>
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</table>
Elevator Constructor.........$ 55.20       26.105+a+b
Modernization and Repair.....$ 43.79       25.955+a+b

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.

----------------------------------------------------------------

ENGI0014-001 07/01/2012

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<tr>
<td>Asphalt Plants...............$ 51.32</td>
<td>25.88+a</td>
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<tr>
<td>Asphalt roller...............$ 60.85</td>
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<tr>
<td>Asphalt spreader............$ 62.51</td>
<td>25.88+a</td>
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<tr>
<td>Power Equipment Operator (HEAVY &amp; HIGHWAY)</td>
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</tr>
<tr>
<td>GROUP 1....................$ 81.09</td>
<td>25.88</td>
</tr>
<tr>
<td>GROUP 10...................$ 58.43</td>
<td>25.88</td>
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<td>GROUP 11...................$ 54.50</td>
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<td>GROUP 15...................$ 39.03</td>
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<td>GROUP 2....................$ 66.70</td>
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<td>GROUP 3....................$ 68.86</td>
<td>25.88</td>
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<td>GROUP 4....................$ 67.21</td>
<td>25.88</td>
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<td>GROUP 5....................$ 65.86</td>
<td>25.88</td>
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<tr>
<td>GROUP 6....................$ 63.18</td>
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<td>GROUP 7....................$ 64.38</td>
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<td>GROUP 9....................$ 61.14</td>
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<tr>
<td>Steel erector</td>
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<td>Compressors, Welding Machines....................$ 39.86</td>
<td>24.15</td>
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<tr>
<td>Cranes, Hydraulic Cranes, 2 drum derricks, Forklifts, Boom Trucks.......$ 67.71</td>
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<tr>
<td>Three drum derricks........$ 70.50</td>
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<tr>
<td>Utility Laborer</td>
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<tr>
<td>Horizontal Boring Rig.......$ 56.24</td>
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<tr>
<td>Off shift compressors.......$ 46.38</td>
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<tr>
<td>Utility Compressors........$ 36.37</td>
<td>24.15</td>
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</table>

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane
GROUP 2: Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, Vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):
100' to 149' boom - add .50
150' to 249' boom - add .75
250' to 349' boom - add 1.00
350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:
100' to 149' boom - add 1.75
150' to 249' boom - add 2.00
250' to 349' boom - add 2.25
350' to 450' boom - add 2.75
Tower crane - add 2.00

FOOTNOTE:
a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee
works one day the payroll week in which the holiday occurs.

ENGI0014-002 07/01/2012

<table>
<thead>
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<th>Rates</th>
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<tr>
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<td>$ 61.06</td>
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<td>$ 55.46</td>
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<tr>
<td>GROUP 5....................</td>
<td>$ 41.32</td>
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</table>

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:
100'-149' boom - add 1.75
150'-249' boom - add 2.00
250'-349' boom - add 2.25
350'-450' boom - add 2.75
Tower cranes add 2.00

FOOTNOTE:

* IRON0040-002 01/01/2013

BRONX, NEW YORK, RICHMOND

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* IRON0046-003 07/01/2011

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<td>$40.50</td>
<td>35.93</td>
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<td>$41.50</td>
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<table>
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<tbody>
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<tbody>
<tr>
<td>$41.30</td>
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<td>$34.64</td>
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<td>$31.08</td>
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<td>$35.07</td>
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<tbody>
<tr>
<td>LABORERS</td>
<td></td>
</tr>
<tr>
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</tbody>
</table>
BUILDING CONSTRUCTION
ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc)........$ 35.10 14.85

LAB00079-001 01/01/2013

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Laborers Building Construction Demolition Laborers</td>
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</tr>
<tr>
<td>Tier A ................. $ 35.21</td>
<td>22.59</td>
</tr>
<tr>
<td>Tier B ................. $ 24.75</td>
<td>16.65</td>
</tr>
<tr>
<td>Mason Tenders ........... $ 34.50</td>
<td>23.05</td>
</tr>
</tbody>
</table>

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolitioned.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LAB00147-001 07/01/2012

<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>LABORERS (FREE AIR &amp; TUNNEL)..... $ 58.30</td>
<td>27.20</td>
</tr>
</tbody>
</table>

Maintenance Men, Inside Muck Lock Tenders, Pump Men, Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles

LAB000731-001 07/01/2011

<table>
<thead>
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<tbody>
<tr>
<td>Laborers: Building, Heavy and Residential Construction</td>
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<tr>
<td>UNSKILLED.............. $ 38.20</td>
<td>30.27</td>
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<tr>
<td>UTILITY LABORER........ $ 38.05</td>
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</table>
### Heavy & Highway Construction
LABORER/EXCAVATION
A.
Asbestos, Lead, Hazardous Waste Removal
(including soil)........$ 36.64 26.21

Paid Holidays: Labor Day and Thanksgiving Day
----------------------------------------------------------------
LABO1010-001 07/01/2011

<table>
<thead>
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<th>Rates</th>
<th>Fringes</th>
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<tbody>
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<td></td>
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<tr>
<td>HIGHWAY CONSTRUCTION</td>
<td></td>
</tr>
<tr>
<td>Fence Installer &amp; Repairer.$ 38.34</td>
<td>30.25</td>
</tr>
<tr>
<td>FORMSETTERS...............$ 42.21</td>
<td>30.25</td>
</tr>
<tr>
<td>LABORERS...................$ 38.34</td>
<td>30.25</td>
</tr>
<tr>
<td>Landscape Planting &amp; Maintenance..................$ 38.34</td>
<td>30.25</td>
</tr>
<tr>
<td>Maintenance Safety Surface.$ 38.34</td>
<td>30.25</td>
</tr>
<tr>
<td>Slurry/Sealcoater/Play Equipment Installer........$ 38.34</td>
<td>30.25</td>
</tr>
<tr>
<td>Small Equipment Operator (Not Operating Engineer)$ 28.94</td>
<td>15.55+a</td>
</tr>
<tr>
<td>Small Equipment Operator (Not Operating Engineer)...$ 38.34</td>
<td>30.25</td>
</tr>
<tr>
<td>Small Power Tools Operator.$ 38.34</td>
<td>30.25</td>
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**FOOTNOTES:**

a. **PAID HOLIDAYS:** Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the employee has worked one (1) day in the calendar week in which the said holiday occurs.
----------------------------------------------------------------
LABO1010-002 07/01/2011

<table>
<thead>
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<tr>
<td>Micro Paver.................$ 44.86</td>
<td>30.25</td>
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<tr>
<td>Raker........................$ 44.37</td>
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<tr>
<td>Screedperson................$ 44.86</td>
<td>30.25</td>
</tr>
<tr>
<td>Shoveler (Production Paving Only)........$ 41.08</td>
<td>30.25</td>
</tr>
<tr>
<td>Small Equipment Operator (Asphalt)$ 41.08</td>
<td>30.25</td>
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PAIN0009-001 11/01/2012

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<tr>
<td>Painters:</td>
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</tr>
<tr>
<td>Painters, Drywall Finishers, Lead Abatement Worker..............$ 36.00 20.87</td>
<td></td>
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</tbody>
</table>
| Spray, Scaffold and
Sandblasting................$ 39.00            20.87
----------------------------------------------------------------
PAIN0806-001 10/01/2012
Rates Fringes
Painters:  
- Structural Steel and Bridge.$ 47.00            32.08
----------------------------------------------------------------
PAIN1974-001 12/26/2012
Rates Fringes
Painters:  
- Drywall Tapers/Pointers.....$ 43.82            22.01
----------------------------------------------------------------
PLAS0262-001 02/01/2012
Rates Fringes
PLASTERER........................$ 40.78            26.80
----------------------------------------------------------------
PLAS0262-002 02/01/2012
KINGS AND QUEENS COUNTIES
Rates Fringes
PLASTERER........................$ 40.78            26.80
----------------------------------------------------------------
PLAS0780-001 07/01/2012
Rates Fringes
CEMENT MASON/CONCRETE FINISHER...$ 44.63            38.95
----------------------------------------------------------------
* PLUM0001-001 01/01/2013
Rates Fringes
PLUMBER
MECHANICAL EQUIPMENT AND
SERVICE
- Any repair and/or
replacement of the
present plumbing system
that does not change the
existing roughing.........$ 33.21            16.05
PLUMBERS:....................$ 52.86            36.21
----------------------------------------------------------------
PLUM0638-001 06/27/2012
Rates Fringes
PLUMBER
- SERVICE FITTERS.............$ 26.30            2.55
- SPRINKLER FITTERS,
STEAMFITTERS..............$ 51.25            49.54

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.

----------------------------------------------------------------
ROOF0008-003 07/01/2012

Rates Fringes
ROOFER...........................$ 39.00            27.35
----------------------------------------------------------------
SHEET METAL WORKER
BUILDING CONSTRUCTION.......$ 48.90            36.00
RESIDENTIAL CONSTRUCTION....$ 27.22            16.48
----------------------------------------------------------------
TEAM0282-001 07/01/2012

Rates Fringes

Truck drivers:
TRUCK DRIVERS:
Asphalt....................$ 37.47        38.5525+a
Euclids & Turnapulls.......$ 37.57        38.5525+a
High Rise..................$ 42.00        36.9125+a

FOOTNOTES:

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 rates.

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 majority 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 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>
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<td>Herkimer</td>
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<td>Yates</td>
<td>5.9</td>
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</table>

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

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

## 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.

- Disadvantaged Business Enterprise (DBE) Utilization Goal 14% (Federal-Aid Only)
- Minority Business Enterprise (MBE) Utilization Goal (Non Federal-Aid Only)
- Women's Business Enterprise (WBE) Utilization Goal (Non Federal-Aid Only)

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
PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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.
General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

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 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.

Architects

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 journeymen 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 journeymen’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: __/__/____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

www.labor.state.ny.us PW 16 PWAsk@labor.state.ny.us
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)
WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

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) 687-4882
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) 568-5287

* 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 (10.12)
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 -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - 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
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: ____________________________________  FEIN: ____________
Address: ________________________________________
City: __________________  State: ______  Zip Code: ____________
Phone Number: ___________  Fax Number: ___________  Email Address: ____________
Contact Person: __________________
Phone No: ___________  Fax No: ___________  Email: __________________

Project Information

Project PRC#: ____________________  Project Name/Type: ____________________
Exact Location
of Project: ______________________________________  County: ____________________
(If you are Subcontractor)
Prime Contractor Name: ____________________
Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*
***Do not write in any additional Classifications or Counties***

Requestor Information

Name: ____________________
Title: ____________________  Date: ____________________
<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Applicable Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter - Building</td>
<td>1042</td>
<td>Clinton, Essex, Franklin</td>
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<td>Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie</td>
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<td>Carpenter - Building</td>
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<td>370Z3</td>
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<td>Carpenter - Heavy&amp;Highway</td>
<td>370Saratoga</td>
<td>Saratoga</td>
</tr>
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<td>370/1042H/H</td>
<td>Clinton, Essex, Franklin, Hamilton</td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>85</td>
<td>Livingston, Monroe, Ontario, Wayne, Wyoming</td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>281B</td>
<td>Cayuga, Seneca, Yates</td>
</tr>
<tr>
<td>Carpenter - Heavy/Highway</td>
<td>281HH</td>
<td>Cayuga, Seneca, Yates</td>
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<td>Genesee, Niagara, Orleans, Wyoming</td>
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<td>Erie, Cattaraugus</td>
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<td>Carpenter - Building</td>
<td>277 CST</td>
<td>Cortland, Schuyler, Tompkins</td>
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<tr>
<td>Carpenter - Building</td>
<td>277 JLS</td>
<td>Jefferson, Lewis, St. Lawrence</td>
</tr>
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<td>277 omh</td>
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<td>Oswego</td>
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<td>Electrician</td>
<td>25m</td>
<td>Nassau, Suffolk</td>
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<tr>
<td>Electrician</td>
<td>43</td>
<td>Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne</td>
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<tr>
<td>Electrician</td>
<td>840Teledata and 840 Z1</td>
<td>Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates</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>
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</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>86</td>
<td>Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming</td>
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<td>Electrician</td>
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<td>Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence</td>
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<td>Electrician Lineman</td>
<td>1049Line/Gas</td>
<td>Nassau, Suffolk</td>
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<td>138</td>
<td>Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester</td>
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<td>Elevator Constructor</td>
<td>14</td>
<td>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming</td>
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<td>Elevator Constructor</td>
<td>27</td>
<td>Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates</td>
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<tr>
<td>Elevator Constructor</td>
<td>62.1</td>
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<tr>
<td>Glazier</td>
<td>660</td>
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<tr>
<td>Glazier</td>
<td>660r</td>
<td>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming</td>
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<tr>
<td>Glazier</td>
<td>677.1</td>
<td>Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates</td>
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<td>Glazier</td>
<td>667.Z-2</td>
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<td>Glazier</td>
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<td>Glazier</td>
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<tr>
<td>Insulator - Heat &amp; Frost</td>
<td>30-Syracuse</td>
<td>Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins</td>
<td></td>
</tr>
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<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Applicable Counties</th>
<th>Check Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer - Building</td>
<td>621b</td>
<td>Allegany, Cattaraugus, Chautauqua</td>
<td></td>
</tr>
<tr>
<td>Laborer - Residential</td>
<td>621r</td>
<td>Allegany, Cattaraugus, Chautauqua</td>
<td></td>
</tr>
<tr>
<td>Mason - Building/Heavy&amp;Highway</td>
<td>780</td>
<td>Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk</td>
<td></td>
</tr>
<tr>
<td>Operating Engineer - Heavy&amp;Highway</td>
<td>832H</td>
<td>Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates</td>
<td></td>
</tr>
<tr>
<td>Operating Engineer - Heavy/Highway</td>
<td>137H/H</td>
<td>Putnam, Westchester</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>178 B</td>
<td>Broome, Chenango, Tioga</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>178 E</td>
<td>Chemung, Schuyler, Steuben</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>178 O</td>
<td>Delaware, Otsego</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>31</td>
<td>Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>38.O</td>
<td>Oswego</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>4-Buf,Nia,Olean</td>
<td>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>4-Jamestown</td>
<td>Cattaraugus, Chautauqua</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>150</td>
<td>Livingston, Monroe, Ontario, Wayne, Yates</td>
<td></td>
</tr>
<tr>
<td>Sheetmetal Worker</td>
<td>46</td>
<td>Livingston, Monroe, Ontario, Seneca, Wayne, Yates</td>
<td></td>
</tr>
<tr>
<td>Teamster - Heavy&amp;Highway</td>
<td>317a.hh</td>
<td>Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates</td>
<td></td>
</tr>
<tr>
<td>Teamster - Heavy&amp;Highway</td>
<td>693.H/H</td>
<td>Broome, Chenango, Delaware, Otsego, Tioga</td>
<td></td>
</tr>
<tr>
<td>Teamster - Building/Heavy&amp;Highway</td>
<td>456</td>
<td>Putnam, Westchester</td>
<td></td>
</tr>
</tbody>
</table>
Introduction to the Prevailing Rate Schedule

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.

<table>
<thead>
<tr>
<th>Title (Trade)</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker (Construction)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Boilermaker (Shop)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Carpenter (Bldg.,H&amp;H, Pile Driver/Dockbuilder)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Carpenter (Residential)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Electrical (Outside) Lineman</td>
<td>1:1,1:2</td>
</tr>
</tbody>
</table>
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:

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

**JOB DESCRIPTION** Asbestos Worker

**DISTRICT** 4

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

**WAGES**

<table>
<thead>
<tr>
<th>Per Hour:</th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Worker</td>
<td>$40.95</td>
</tr>
<tr>
<td>Removal &amp; Abatement Only*</td>
<td></td>
</tr>
</tbody>
</table>

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

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Per Hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Worker</td>
</tr>
<tr>
<td>Removal &amp; Abatement Only</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>78%</td>
<td>80%</td>
<td>83%</td>
<td>89%</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFIT**

<table>
<thead>
<tr>
<th>Per Hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice</td>
</tr>
<tr>
<td>Removal &amp; Abatement</td>
</tr>
</tbody>
</table>

Boilermaker

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 4

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

**WAGES**

<table>
<thead>
<tr>
<th>Per Hour:</th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker</td>
<td>$ 47.98</td>
</tr>
<tr>
<td>Repairs &amp; Renovations</td>
<td>$ 47.98</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Per Hour:</th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker</td>
<td>33% of hourly</td>
</tr>
<tr>
<td>Repairs &amp; Renovations</td>
<td>Wage Paid + $22.25</td>
</tr>
</tbody>
</table>

**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

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.

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

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

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>
</tr>
</thead>
<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>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

Apprentice(s) 07/01/2012

33% of Hourly Wage Paid plus amount below

1st $17.41 2nd $18.10 3rd $18.79 4th $19.48 5th $20.17 6th $20.86 7th $21.55 8th $22.25

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

Carpenter 03/01/2013

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, SlateHill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, 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

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>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
<td>100%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:
Apprentices $25.14

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

REGISTERED APPRENTICES
Wages per hour is Percentage of Journeymans 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 $25.14

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 Pecentage of Journeyworkers wage

(1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td>95%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

(1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$28.19</td>
<td>$31.29</td>
<td>$35.51</td>
<td>$40.62</td>
</tr>
</tbody>
</table>

9-740.1

---

**Carpenter**  

**JOB DESCRIPTION**  
Carpenter  
**DISTRICT**  
9

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

**WAGES**
Per Hour: 07/01/2012

Marine Construction:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Marine Diver</td>
<td>$58.95</td>
</tr>
<tr>
<td>M.D.Tender</td>
<td>42.10</td>
</tr>
</tbody>
</table>

**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

---

**Carpenter**  

**JOB DESCRIPTION**  
Carpenter  
**DISTRICT**  
9

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

Supplemental benefits per hour:

Apprentices $ 25.83

Carpenter

JOB DESCRIPTION Carpenter

DISTRICT 9

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

Supplemental benefits per hour:

Apprentices $ 27.77
ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES
Per hour: 07/01/2012

Show Exhibit/
Carpenter  $ 46.15

SUPPLEMENTAL BENEFITS
Per hour paid:

Show Exhibit/
Carpenter  $ 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
Wages per hour is Percentage of Journeyworkers Wage

(1) year terms:

<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>65%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

Apprentices  $ 25.83

Carpenter - Building / Heavy&Highway 03/01/2013

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

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

PARTIAL COUNTIES
Nassau: Work preformed south of the Southern State Parkway and west of the Seaford Creek.

WAGES
Per hour: 07/01/2012

Building:
Carpenter  $46.15
Heavy&Highway:
Carpenter  $54.12*

*Premium pay calculated on hourly wage of $46.74; the balance ($7.38) paid at straight time.

SUPPLEMENTAL BENEFITS
Per hour paid:

Building:
Carpenter  $ 38.50

Heavy&Highway:
Carpenter  $ 34.99

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
Wage per hour:
(1) year terms:

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

| Heavy & Highway* | 40% | 50% | 65% | 80% |

* Wage calculations to be based off an hourly wage of $46.74
Supplemental benefits per hour for all Apprentices:

<table>
<thead>
<tr>
<th>Building</th>
<th>$ 25.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy &amp; Highway</td>
<td>27.69</td>
</tr>
</tbody>
</table>

9-NYC

Electrician

JOB DESCRIPTION  Electrician

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

WAGES
Per hour: 07/01/2012

| Tree Trimmer      | $ 23.92 |
| Ground Person     | $ 15.80 |

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines.

SUPPLEMENTAL BENEFITS
Per hour paid:

| Tree Trimmer      | $ 8.44 |
| Ground Person     | 5.78   |

Note: *Plus paid vacation & 4 days sick leave. Vacation based on continuous service as follows:

* 40 hours after 1 year
* 80 hours after 2 years
* 120 hours after 5 years
* 160 hours after 15 years

Note: Employee must work at least 1800 hours in employee's anniversary year. An employee who works 900 in the employee anniversary year but did not actually work 1800 hours during that period shall be entitled to a pro rata share of vacation on the basis of 900 hours or more actually worked as a percentage based on 1800 hours.

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

* Worked performed on Sundays & Holidays outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY
HOLIDAY:
Paid: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

(An additional floating holiday after four years' service)

Overtime: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

9-3T
JOB DESCRIPTION  Electrician  DISTRICT 9

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

WAGES
Per hour:  07/01/2012  01/01/2013
Electrician  $ 25.30  $ 25.30
H - Telephone

Maintenance and Jobbing—Electrical work of limited duration and scope, consisting of repairs and/or replacement of electrical and teledata equipment.

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS
Journeyworker  $ 17.52  $ 18.02

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid:  See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE
Overtime:  See (5, 6, 11, 12, 16) on HOLIDAY PAGE

9-3m

Electrician  03/01/2013

JOB DESCRIPTION  Electrician  DISTRICT 9

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

WAGES
Per hour Paid:  07/01/2012
Service Technician  $ 28.89

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and/or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS
Per hour:  $ 11.19
Journeyworker:
+ $12.00 per day

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

HOLIDAY
Paid:  See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE
Overtime:  See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE

9-3H

Electrician  03/01/2013

JOB DESCRIPTION  Electrician  DISTRICT 9

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

WAGES
Per Hour:
Electrician and Audio/Sound  07/01/2012  01/01/2013
$ 51.00  $ 51.00

SUPPLEMENTAL BENEFITS
Per Hour:
Journey Worker  $ 42.45*  $ 43.47*

* Treating and cleaning of equipment and general labor associated with said treatment.

Page 36
*This hourly benefit rates applies for cumulative wages for the year up to $113,700 for the same employer; thereafter the benefit rate is $40.31 per hour.

**OVERTIME PAY**
See (A, H) on OVERTIME PAGE

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

**REGISTERED APPRENTICES**
Wages Per Hour:
Apprentices registered before 05/10/2007
One (1) year terms.

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$14.25</td>
<td>$14.25</td>
</tr>
<tr>
<td>2nd term</td>
<td>17.05</td>
<td>17.05</td>
</tr>
<tr>
<td>3rd term</td>
<td>19.15</td>
<td>19.15</td>
</tr>
<tr>
<td>4th term</td>
<td>21.10</td>
<td>21.10</td>
</tr>
<tr>
<td>MIJ (5th term)</td>
<td>25.30</td>
<td>25.30</td>
</tr>
</tbody>
</table>

Apprentices registered after 05/10/2007
One (1) year terms

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$11.50</td>
<td>$11.50</td>
</tr>
<tr>
<td>2nd term</td>
<td>13.50</td>
<td>13.50</td>
</tr>
<tr>
<td>3rd term</td>
<td>15.50</td>
<td>15.50</td>
</tr>
<tr>
<td>4th term</td>
<td>17.50</td>
<td>17.50</td>
</tr>
<tr>
<td>MIJ (5th term)</td>
<td>21.50</td>
<td>21.50</td>
</tr>
</tbody>
</table>

**Supplemental Benefits:**
Per Hour for Apprentices registered before 05/10/2007

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$11.19</td>
<td>$11.51</td>
</tr>
<tr>
<td>2nd term</td>
<td>12.54</td>
<td>12.93</td>
</tr>
<tr>
<td>3rd term</td>
<td>13.55</td>
<td>14.00</td>
</tr>
<tr>
<td>4th term</td>
<td>14.50</td>
<td>14.98</td>
</tr>
<tr>
<td>MIJ (5th term)</td>
<td>17.52</td>
<td>18.02</td>
</tr>
</tbody>
</table>

**Supplemental Benefits:**
Per hour for Apprentices registered after 05/10/2007

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$9.86</td>
<td>$10.12</td>
</tr>
<tr>
<td>2nd term</td>
<td>10.82</td>
<td>11.14</td>
</tr>
<tr>
<td>3rd term</td>
<td>11.79</td>
<td>12.15</td>
</tr>
<tr>
<td>4th term</td>
<td>12.76</td>
<td>13.16</td>
</tr>
<tr>
<td>MIJ (5th term)</td>
<td>15.71</td>
<td>16.14</td>
</tr>
</tbody>
</table>

**Electrician**

**JOB DESCRIPTION** Electrician

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

**WAGES**
Per hour:

- Electro pole Electrician 07/01/2012 $51.00
- Electro pole Foundation Installer $38.66
- Electro Pole Maintainer $33.10
SUPPLEMENTAL BENEFITS
Per Hour:

Electro pole Electrician
07/01/2012: $44.18*
01/01/2013: $45.20*

Electro pole Foundation Installer
07/01/2012: 34.12*
01/01/2013: 35.01*

Electro pole Maintainer
07/01/2012: 30.84*
01/01/2013: 31.60*

*Hourly benefit rate applies for cumulative wages for the year up to $113,700.00 for the same employer, thereafter decrease the hourly benefit rate by the hourly amount as noted below:

Electro pole Electrician
07/01/2012: $2.14
01/01/2013: $3.16

Electro pole F/installer
07/01/2012: 1.76
01/01/2013: 2.64

Electro pole Maintainer
07/01/2012: 1.50
01/01/2013: 2.26

OVERTIME PAY
See (A, *B, **E4, F, K) on OVERTIME PAGE

* Applies to the electro pole foundation installer

** MAKE UP DAYS MAY NOT EXCEED FOUR DAYS IN A MONTH; OVERTIME RATE APPLIES AFTER FIVE CONSECUTIVE DAYS WORKED PER WEEK.

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

Elevator Constructor
03/01/2013

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; Service/Repair</td>
<td>$43.79</td>
<td>$45.14</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

**PECTENTAGES 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; Service/Repair</td>
<td>$26.39</td>
<td>$27.89</td>
</tr>
<tr>
<td>plus**% of Wage per Hour</td>
<td></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

REGISTERED APPRENTICES
WAGES PER HOUR:
BASED ON PERCENTAGE OF JOURNEYMANS WAGE IN THE CLASSIFICATION WORKED
EITHER ELEVATOR CONSTRUCTOR OR MODERNIZATION, SERVICER/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>50%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th>Term</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>$24.50</td>
<td>$25.92</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$25.51</td>
<td>$26.97</td>
</tr>
<tr>
<td>3rd Term</td>
<td>$26.53</td>
<td>$28.01</td>
</tr>
<tr>
<td>Modernization &amp; Service/Repair</td>
<td>$23.69</td>
<td>$25.10</td>
</tr>
<tr>
<td>1st Term</td>
<td>$24.17</td>
<td>$25.58</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$25.12</td>
<td>$26.56</td>
</tr>
<tr>
<td>3rd Term</td>
<td>$26.06</td>
<td>$27.54</td>
</tr>
</tbody>
</table>

Glazier

JOB DESCRIPTION Glazier

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

WAGES
Per hour: 07/01/2012 11/01/2012 05/01/2013 Additional

<table>
<thead>
<tr>
<th>Job</th>
<th>07/01/2012</th>
<th>11/01/2012</th>
<th>05/01/2013 Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glazier</td>
<td>$47.75</td>
<td>$48.60</td>
<td>$1.50*</td>
</tr>
<tr>
<td>Scaffolding</td>
<td>$48.75</td>
<td>$49.60</td>
<td>$1.50*</td>
</tr>
</tbody>
</table>

Repair & Maintenance:

| Glazier **           | $26.50     | $26.50     | $1.50*               |

* 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
Per hour paid: 07/01/2012 11/01/2012 05/01/2013

<table>
<thead>
<tr>
<th>Job</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>
<tr>
<td>Repair &amp; Maintenance:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glazier **</td>
<td>$15.14</td>
<td>$15.14</td>
<td>$15.64</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>07/01/2012</th>
<th>11/01/2012</th>
<th>05/01/2013</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$16.00</td>
<td>$16.35</td>
<td>$0.60*</td>
</tr>
<tr>
<td>2nd term</td>
<td>$23.81</td>
<td>$24.24</td>
<td>$0.75*</td>
</tr>
<tr>
<td>3rd term</td>
<td>$28.59</td>
<td>$29.10</td>
<td>$0.90*</td>
</tr>
<tr>
<td>4th term</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)

| 1st term   | $12.07     |
| 2nd term   | $17.28     |
| 3rd term   | $18.54     |
| 4th term   | $18.89     |

9-1281 (DC9 NYC)

**Insulator - Heat & Frost**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 4

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

**WAGES**
Per Hour:  07/01/2012  12/31/2012

| Insulators | $61.08 | *Additional |
| Heat & Frost | $1.75/Hr |

*Additional may be allocated between Wages & Supplements

**SUPPLEMENTAL BENEFITS**
Per Hour:

| Insulators | $26.59 |
| Heat & Frost | $26.59 |

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

9-1281 (DC9 NYC)
Supplemental Benefits per hour:

Apprentice Insulator(s)

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10.64</td>
<td>$15.95</td>
<td>$18.62</td>
<td>$21.27</td>
</tr>
</tbody>
</table>

Ironworker

JOB DESCRIPTION: Ironworker

DISTRICT 4

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

Per hour:

<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>$49.73</td>
</tr>
<tr>
<td>Metal Lathing</td>
<td>$2.00*</td>
<td>$2.00*</td>
</tr>
</tbody>
</table>

*To be allocated at a future date

SUPPLEMENTAL BENEFITS

Per hour paid:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinforcing &amp;</td>
<td>$29.98</td>
</tr>
<tr>
<td>Metal Lathing</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:

Apprentices Registered BEFORE 6/29/2011

<table>
<thead>
<tr>
<th>Term</th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$28.20</td>
<td>$32.80</td>
<td>$37.86</td>
</tr>
</tbody>
</table>

Apprentices Registered ON or AFTER 6/29/2011

<table>
<thead>
<tr>
<th>Date</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2011</td>
<td>$17.71</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

Per Hour:

Apprentices Registered BEFORE 6/29/2011

<table>
<thead>
<tr>
<th>Term</th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$23.17</td>
<td>$24.67</td>
<td>$25.82</td>
</tr>
</tbody>
</table>

Apprentices Registered On or AFTER 6/29/2011

<table>
<thead>
<tr>
<th>Date</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2011</td>
<td>$23.17</td>
</tr>
</tbody>
</table>

Ironworker

JOB DESCRIPTION: Ironworker

DISTRICT 4
ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2012

Ornamental $ 41.00
Chain Link Fence $ 41.00
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 da (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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10, *24, 25) 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>01/01/13</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>07/01/13</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 03/01/2013

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:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structural</td>
<td>$45.05</td>
<td>*additional</td>
<td>*additional</td>
</tr>
<tr>
<td>Bridges</td>
<td>+ *$2.00</td>
<td>$2.45/Hr</td>
<td>$2.00/Hr</td>
</tr>
<tr>
<td>Machinery</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*To be allocated to Wages or Benefits.

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>Term</th>
<th>Rate 1st Term (Per Hour)</th>
<th>Additional *</th>
<th>Additional *</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$23.62</td>
<td>*$2.00/Hr</td>
<td>$2.45/Hr</td>
</tr>
<tr>
<td></td>
<td></td>
<td>for all</td>
<td>for all</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$24.22</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd - 6th</td>
<td>$24.82</td>
<td>*$2.00/Hr</td>
<td></td>
</tr>
</tbody>
</table>

*To be allocated to Wages or Benefits

Supplemental Benefits

PER HOUR:

ALL TERMS $41.86

Laborer 03/01/2013

JOB DESCRIPTION Laborer

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

WAGES
Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers *
* (including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners’ Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers’ Helpers).

GROUP 17**: All others including: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour) 07/01/2012

Laborer (Tunnel)-FREE AIR:

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate (Per Hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>$ 54.59</td>
</tr>
<tr>
<td>16</td>
<td>$ 55.23</td>
</tr>
<tr>
<td>17**</td>
<td>$ 48.26</td>
</tr>
</tbody>
</table>

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

For Repairs of Sewer & Drainage Tunnels 85% of rates above

For Repair & Maintenance of all Subway & Vehicular Tunnels 80% of rates above

**An additional $3.00 per day when using an air spade, jack hammer or pavement breaker.

Note: For jobs bid before July 1, 2010 employer shall pay $6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be $10.00 per day.

SUPPLEMENTAL BENEFITS
Per hour paid:

GROUP 14 $ 39.79
GROUP 16 $ 38.09

GROUP 17 $ 35.23

Small Bore Micro Tunnel Machines 80% of rates above
For Repairs on Existing Water Tunnels 90% of rates above
For Repairs of Sewer & Drainage Tunnels 85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels 80% of rates above

OVERTIME PAY
OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE. For Repair Categories See (B, F, R*) on OVERTIME PAGE. & Micro Tunneling
* Straight time first 8 hours, double time after 8 hours.

HOLIDAY
Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Good Friday may be exchanged for one of the holidays listed.

JOB DESCRIPTION Laborer

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

WAGES
Per hour: 07/01/2012

Laborer/Excavation:
**Asbestos and Lead Abatement & Removal, Hazardous Waste Removal
(including soil) $ 38.70
Basic 38.70
Flagman 38.70
Pipelayer 38.70
*Tree Work, *Landscape 38.70

Notes: *Includes trimming, cutting, planting and/or removal of trees.
** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker $ 31.75

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
++ Except for Independence Day, holidays which fall on a Saturday will not be observed on the preceding Friday. When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY
Paid: See (2, 20) on HOLIDAY PAGE
Overtime: See (5, 6, 11) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2012

1st 0-1000 $ 19.35
2nd 1001-2000 $ 23.22
3rd  2001-3000  $ 29.03
4th  3001-4000  $ 34.83

Supplemental Benefits per hour paid:
All Apprentices  $ 31.75

---

**Laborer**

**JOB DESCRIPTION**  Laborer

**DISTRICT**  9

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

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

Laborer:  
Laborer-Concrete (including flag person)  $ 37.55

**SUPPLEMENTAL BENEFITS**
Per Hour Worked  $ 25.62

**OVERTIME PAY**

OVERTIME:  See (A,E,Q) on OVERTIME PAGE attached.
           See (B,E,Q,) for work below street level to top of foundation.

For Work done on Saturdays add an additional $2.75 per hour to Supp. Benefits.
For work done on Sundays & Holidays add an additional $5.50 per hour to Supp. Benefits.

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

**REGISTERED APPRENTICES**
Wages per hour:
Terms at the following percentage of Journeyworkers wage.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours:</td>
<td>0-500</td>
<td>501-2000</td>
<td>2001-4000</td>
</tr>
<tr>
<td>50%</td>
<td>65%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits:
(Per Hour Worked)

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000 hrs</td>
<td>$17.49*</td>
</tr>
<tr>
<td>Over 1000 hrs</td>
<td>$22.87*</td>
</tr>
</tbody>
</table>

**Additional Benefits:**
Add the following benefits based on the criteria below:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>501-2000 hours</td>
<td>$0.83*</td>
</tr>
<tr>
<td>2001-4000 hours</td>
<td>$1.65*</td>
</tr>
</tbody>
</table>

*For work on Saturdays add the following amount per term to hourly supp. benefits:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 1.38</td>
<td>$ 1.79</td>
<td>$ 2.20</td>
<td></td>
</tr>
</tbody>
</table>

*For work on Sundays & Holidays add the following amount per term to hourly supp. benefits:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 2.75</td>
<td>$ 3.58</td>
<td>$ 4.40</td>
<td></td>
</tr>
</tbody>
</table>

---

**Laborer - Building**

**JOB DESCRIPTION**  Laborer - Building

**DISTRICT**  9

**ENTIRE COUNTIES**
WAGES
Per hour: 07/01/2012

Building:
Plasterer Tender and Spray Fireproofing. $35.59

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker $23.35

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

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

REGISTERED APPRENTICES
Wage per hour:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$21.08</td>
<td>22.08</td>
<td>23.58</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

Apprentices $15.41**

** Applies to all Apprentices.

JOB DESCRIPTION Laborer - Building
ENTIRE COUNTIES Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2012

Laborer/Asbestos, lead and Hazardous Material Abatement $35.10

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2012

Laborer $15.10

OVERTIME PAY
See (B, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
1000 hour terms at the following:

<table>
<thead>
<tr>
<th>Per Hour: 07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term $27.38</td>
</tr>
<tr>
<td>2nd Term $28.08</td>
</tr>
</tbody>
</table>
### Laborer - Building

#### JOB DESCRIPTION

**Laborer - Building**

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

#### WAGES

<table>
<thead>
<tr>
<th>Per hour:</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Laborer-Demolition:</td>
<td>$34.60</td>
<td>$35.21</td>
</tr>
</tbody>
</table>

**NOTE:** Total Demolition Only: Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

#### SUPPLEMENTAL BENEFITS

**Per hour paid:**

Journeyworker: $22.65 $23.04

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

**Paid:**

See (1) on HOLIDAY PAGE

**Overtime:**

See (5, 6, 8, 13, 15, 25, 26) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage.

<table>
<thead>
<tr>
<th>07/01/12</th>
<th>01/01/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>2nd</td>
</tr>
<tr>
<td>$20.81</td>
<td>$21.81</td>
</tr>
<tr>
<td>20.96</td>
<td>22.01</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

**Apprentices:**

$14.70 $15.05

---

### Laborer - Building

#### JOB DESCRIPTION

**Laborer - Building**

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

#### WAGES

<table>
<thead>
<tr>
<th>Per hour:</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Laborer and Mason Tender</td>
<td>$35.59</td>
<td>$36.20</td>
<td>$1.10*</td>
</tr>
<tr>
<td>Interior Demolition</td>
<td>34.87</td>
<td>35.07</td>
<td></td>
</tr>
</tbody>
</table>

* To be allocated at a future date

#### SUPPLEMENTAL BENEFITS

**Per hour paid:**

Basic Laborer and Mason Tender: $23.05 $23.44

Interior Demolition: 18.22 18.77
OVERTIME PAY
See (B, B2, I, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 25) on HOLIDAY PAGE
(Easter is paid at Time and One-half if worked)

REGISTERED APPRENTICES
Wage per hour:

1000 hour 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>07/01/2012 - Term:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Laborer and Mason Tender</td>
<td>$21.08</td>
<td>$22.08</td>
<td>$23.58</td>
<td>$26.08</td>
</tr>
<tr>
<td>Interior Demolition</td>
<td>21.23</td>
<td>22.23</td>
<td>23.73</td>
<td>26.23</td>
</tr>
<tr>
<td>01/01/2013</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Laborer and Mason Tender</td>
<td>$21.23</td>
<td>$22.28</td>
<td>$23.83</td>
<td>$26.38</td>
</tr>
<tr>
<td>Interior Demolition</td>
<td>21.38</td>
<td>22.43</td>
<td>23.93</td>
<td>26.43</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Terms:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Laborer and Mason Tender</td>
<td>$15.41</td>
<td>$15.76</td>
</tr>
<tr>
<td>Interior Demolition</td>
<td>14.66</td>
<td>15.01</td>
</tr>
</tbody>
</table>

Laborer - Concrete & Asphalt Paving 03/01/2013

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

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

WAGES

Group 2: Shoveler, Small Equipment Operator on Asphalt work.

Per hour: 07/01/2012

Concrete Formsetter $ 42.21
Asphalt Screedman / Micro Paver 44.86
Asphalt Raker 44.37
Group 1 38.34
Group 2 41.08

SUPPLEMENTAL BENEFITS
Per hour paid: 07/01/2012

Journeyman $ 30.90

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

HOLIDAY
HOLIDAY:
Paid: See (5,11,12,20)* on HOLIDAY PAGE.
Overtime: See (21,22)** on HOLIDAY PAGE.

*If an employee does not work on said holiday, he will receive single time pay rate for the said day, provided that the said employee has worked one (1) day in the calendar week in which the said holiday occurs. If an employee works on said holiday, he will paid only for the single time rate, plus one (1) days pay for the holiday.
**If an employee does not work on these holidays he shall receive no pay. If an employee works on any of these holidays he will receive the single rate plus 15% of same.**

**REGISTERED APPRENTICES**

Wage per hour:

One (1) year terms at the following wage rate.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 25.00</td>
<td>$ 26.50</td>
<td>$ 28.00</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$ 15.55</td>
</tr>
<tr>
<td>2nd year</td>
<td>15.55</td>
</tr>
<tr>
<td>3rd year</td>
<td>15.55</td>
</tr>
</tbody>
</table>

---

**Laborer - Trac Drill**

**JOB DESCRIPTION**  Laborer - Trac Drill

**DISTRICT**  9

**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

**WAGES**

Per Hour Paid:  07/01/2012

- Hydraulic Trac Drill  $ 46.22
- Hydraulic Trac Drill Chuck Tender  40.00
- Air Trac, Wagon, Quarry Bar  45.52
- Power Tool (Chipper & Jackhammer)  44.59
- Chuck Tender & Nipper  39.33
- Blaster  50.34
- Blaster Hydraulic  51.07
- Powder Carrier  41.13
- Magazine Keeper  27.05

**SUPPLEMENTAL BENEFITS**

Per Hour Paid:  07/01/2012

- All Classifications  $ 28.04

**OVERTIME PAY**

Magazine Keeper See (B,H) on OVERTIME PAGE.

ALL OTHERS SEE (D,E,Q) on OVERTIME PAGE.

**HOLIDAY**

HOLIDAY:  For Blaster See (5,6,11,13) on HOLIDAY PAGE.

FOR ALL OTHERS SEE (1) ON HOLIDAY PAGE.

Overtime:  See (5,6,11,13) on HOLIDAY PAGE.

---

**Laborer - Tunnel**

**JOB DESCRIPTION**  Laborer - Tunnel

**DISTRICT**  9

**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

**WAGES**

---
GROUP 6: Tunnel Workers*  * (including Miners, Drill Runners, Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Derail Men and Cable Men.

GROUP 7: Top Nipper

GROUP 8, 9: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men, Gauge Tender and Signal Men.

GROUP 10: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES: (per hour) 07/01/2012

Laborer (Compressed Air):

GROUP 6 $ 55.21
GROUP 7 $ 54.20
GROUP 8, 9 $ 53.22
GROUP 10 $ 46.30

Note: For jobs bid before July 1, 2010 employer shall pay $6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be $10. per day.

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS:

per hour:

GROUP 6 $40.27
GROUP 7 $39.58
GROUP 8, 9 $38.83
GROUP 10 $37.20

OVERTIME PAY

See (D, M, "R") on OVERTIME PAGE

NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Good Friday may be exchanged for one of the holidays listed.

---

Mason 03/01/2013

JOB DESCRIPTION Mason

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

WAGES

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

Brick/Blocklayer $51.97 *Additional

$1.97/Hr

*Additional to be allocated between Wages and or Benefits

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer $24.06

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 Journeyworkers Wage:

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

Supplemental Benefits per hour:

All Apprentices $13.88

Mason - Building

JOB DESCRIPTION Mason - Building
DISTRICT 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 Finisher $39.28 $1.18*
   plus $1.18*

* 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

Marble Cutters&Setters
$53.20 plus $1.30*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker $27.08

OVERTIME PAY
See (A, *E, O, Q, V) on OVERTIME PAGE
* Work beyond 7 hours on Saturday shall be paid at double the hourly wage rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

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

REGISTERED APPRENTICES
Wages per hour:

<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>
</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>
</tbody>
</table>

$26.60 $29.26 $31.92 $34.58 $37.24 $39.90 $45.22 $50.54

07/01/2012 - Apprentices receive an additional amount* based on term of Apprentice:

<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>
<th>9th</th>
</tr>
</thead>
<tbody>
<tr>
<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>
<td>$1.30</td>
</tr>
</tbody>
</table>

01/01/2013 - Apprentices receive an additional amount* based on term of Apprentice:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
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</tr>
</thead>
<tbody>
<tr>
<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 at the following term:

<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>
</tr>
</thead>
<tbody>
<tr>
<td>$21.10</td>
<td>$21.69</td>
<td>$22.29</td>
<td>$22.89</td>
<td>$23.49</td>
<td>$24.09</td>
<td>$25.29</td>
<td>$26.48</td>
</tr>
</tbody>
</table>

Mason - Building 03/01/2013

JOB DESCRIPTION  Mason - Building

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

WAGES  Per hour:

<table>
<thead>
<tr>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional</td>
<td>Additional</td>
</tr>
</tbody>
</table>

Building-Marble Restoration:
Marble, Stone &
Polisher, etc

| 37.28 | + $0.75* | $0.75* |

*To be allocated at a future date

SUPPLEMENTAL BENEFITS  Per Hour:

Journeyworker:
Building-Marble Restoration:
Marble, Stone &
Polisher

$21.30

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:
Terms at the following wages:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st 0-900</th>
<th>2nd 901-1800</th>
<th>3rd 1801-2700</th>
<th>4th over 2700</th>
</tr>
</thead>
<tbody>
<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>+ $.75*</td>
</tr>
<tr>
<td>01/01/2013</td>
<td>Additional</td>
<td>Additional</td>
<td>Additional</td>
<td>Additional</td>
</tr>
<tr>
<td></td>
<td>$.05*</td>
<td>$.06*</td>
<td>$.08*</td>
<td>$.07*</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

Supplemental Benefits Per Hour:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$19.45</td>
<td>$20.06</td>
<td>$20.69</td>
</tr>
<tr>
<td>01/01/2013</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/01/2012</td>
<td>$21.30</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

JOB DESCRIPTION Mason - Building

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

WAGES
Per hour:

**Building:**

<table>
<thead>
<tr>
<th>Term</th>
<th>1st 0-750</th>
<th>2nd 751-1500</th>
<th>3rd 1501-2250</th>
<th>4th 2251-3000</th>
<th>5th 3001-3750</th>
<th>6th 3751-4500</th>
<th>7th 4501-5250</th>
<th>8th 5251-6000</th>
<th>9th 6001-6750</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<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>
</tr>
</tbody>
</table>

* 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:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st 0-750</th>
<th>2nd 751-1500</th>
<th>3rd 1501-2250</th>
<th>4th 2251-3000</th>
<th>5th 3001-3750</th>
<th>6th 3751-4500</th>
<th>7th 4501-5250</th>
<th>8th 5251-6000</th>
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<tbody>
<tr>
<td>07/01/2012</td>
<td>$25.45</td>
<td>$28.29</td>
<td>$32.15</td>
<td>$33.79</td>
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<td>$37.81</td>
<td>$43.32</td>
<td>$48.57</td>
<td>$49.64</td>
</tr>
</tbody>
</table>

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

Page 54
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>
</tr>
</thead>
</table>

Journeyworker:

Mechanic | $29.75
Overtime* | $38.45
Overtime** | $47.15

Finisher | $29.75
Overtime* | $38.45
Overtime** | $47.15

* Applies to overtime on weekdays & saturdays
** Applies to overtime hours on Sundays & Holidays & 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, 8, 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.

<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>$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.

<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>$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>
Mason - Building

JOB DESCRIPTION Mason - Building

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

WAGES
Per hour:

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

Additional
$.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

1st term 0-750 $14.32
2nd term 750-1500 15.14
3rd term 1501-2250 15.94
4th term 2251-3000 16.77
5th term 3001-3750 17.99
6th term 3751-4500 19.62

07/01/2012 - Apprentices receive an additional amount*:

<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>1st</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>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>1st</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>

* To be allocated at a future date

Supplemental Benefits:
(Per Hour)

1st term $10.79
2nd term 10.80
3rd term 10.81
4th term 10.82
5th term 10.83
6th term 10.86

9-7/24M-MF
JOB DESCRIPTION  Mason - Building / Heavy&Highway

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>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>1-</td>
<td>751-</td>
<td>1501-</td>
<td>2251-</td>
<td>3001-</td>
<td>3751-</td>
<td>4501-</td>
<td>5251-</td>
</tr>
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<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>
</tbody>
</table>

50% 55% 60% 65% 70% 75% 85% 95%

Supplemental Benefits: 07/01/2012
1st-6th terms $14.50 + term wage % of $9.83
7th and 8th terms $24.33

Mason - Building / Heavy&Highway

JOB DESCRIPTION  Mason - Building / Heavy&Highway

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

WAGES
Per Hour: 07/01/2012 07/01/2013
Cement Mason $44.63 $1.00*

* 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
Per Hour:
Cement Mason $32.37

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** 03/01/2013

**JOB DESCRIPTION** Mason - Building / Heavy&Highway

**DISTRICT** 4

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

**WAGES**

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

Per Hour:

07/01/2012

Stone Setter $57.61
Stone Tender $39.28

**SUPPLEMENTAL BENEFITS**

Per Hour:

Stone Setter $24.96
Stone Tender $16.01

**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>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<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** 03/01/2013

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 4

**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>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$25.40</td>
<td>$28.76</td>
<td>$33.43</td>
<td>$39.92</td>
</tr>
</tbody>
</table>

Apprentices Supplemental Benefits:
(Per hour paid)

<table>
<thead>
<tr>
<th>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$3.05</td>
<td>$7.00</td>
<td>$10.00</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

4-1PCC

Operating Engineer - Building 03/01/2013

JOB DESCRIPTION Operating Engineer - Building

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

WAGES
Wages:
(Per Hour) 07/01/2012 07/01/2013 Additional

Building Constr:

<table>
<thead>
<tr>
<th>Year</th>
<th>Party Chief</th>
<th>Instrument Man</th>
<th>Rodman</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$55.74</td>
<td>$43.30</td>
<td>$27.97</td>
</tr>
<tr>
<td>Additional</td>
<td>$2.42</td>
<td>$2.07</td>
<td>$1.63</td>
</tr>
</tbody>
</table>

Steel Erection:

<table>
<thead>
<tr>
<th>Year</th>
<th>Party Chief</th>
<th>Instrument Man</th>
<th>Rodman</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$55.74</td>
<td>$43.49</td>
<td>$29.25</td>
</tr>
<tr>
<td>Additional</td>
<td>$2.52</td>
<td>$2.16</td>
<td>$1.73</td>
</tr>
</tbody>
</table>

Heavy Construction:
Foundation, Excavation., etc.

<table>
<thead>
<tr>
<th>Year</th>
<th>Party Chief</th>
<th>Instrument Man</th>
<th>Rodman</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$60.28</td>
<td>$44.28</td>
<td>$37.11</td>
</tr>
<tr>
<td>Additional</td>
<td>$3.22</td>
<td>$2.61</td>
<td>$2.39</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2012
All Classifications $ 29.78

Premium*

All Categories $ 38.47

Premium**

All Classes $ 53.16

*Apply to instances where 1-1/2 regular rate are paid

**Applies to instances where 2 times the regular rate are paid

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

* Doubletime paid on the 8th hour on Saturday.

Note: Overtime code "A" applies to Building Construction Category.

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

** Applies to Building Construction category

9-15Db

Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction 03/01/2013

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction

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

WAGES
STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting & bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature; Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights; Driving maintenance trucks and mounted-welded machines)-All Pumps (excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies (When three or more are on jobsite), Skid-Steer and similar machines

Group 2: Maintenance of: Pumps, Generators, Mixers, Heaters

Group 3: Oilers of all gasoline, electric, diesel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses. Assist in oiling, greasing and repairing of all machines including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers (Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (3 or more in battery)

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes
Group 4: Installing, repairing, maintaining, dismantling (of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters (1 through 7), Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumulator for shield-driven tunnels, in addition to the performance of other duties: Handling, installation, jointing, coupling of all permanent steel and plastic pipe. RIDE UPON MOLES - tunnel boring machines - MICRO TUNNELING SYSTEMS, All temporary pipefitting; When three or more motorized concrete buggies (Ride type) are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer. The Operating Engineer on autogrades (C.M.I.) is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

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

Steel Erection:

<table>
<thead>
<tr>
<th>Group</th>
<th>07/01/2012</th>
<th>07/01/2013</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$55.44</td>
<td></td>
<td>$2.52*</td>
</tr>
<tr>
<td>Group 2</td>
<td>51.92</td>
<td></td>
<td>2.42*</td>
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<tr>
<td>Group 3</td>
<td>39.69</td>
<td></td>
<td>2.06*</td>
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Building Construction:

<table>
<thead>
<tr>
<th>Group</th>
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<th>07/01/2013</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$52.58</td>
<td></td>
<td>$2.37*</td>
</tr>
<tr>
<td>Group 2</td>
<td>40.97</td>
<td></td>
<td>2.04*</td>
</tr>
<tr>
<td>Group 3</td>
<td>50.01</td>
<td></td>
<td>2.30*</td>
</tr>
<tr>
<td>Group 4</td>
<td>37.28</td>
<td></td>
<td>1.94*</td>
</tr>
<tr>
<td>Group 5</td>
<td>32.30</td>
<td></td>
<td>1.84*</td>
</tr>
</tbody>
</table>

Heavy Construction:

<table>
<thead>
<tr>
<th>Group</th>
<th>07/01/2012</th>
<th>07/01/2013</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$37.56</td>
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<td>$2.45*</td>
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<tr>
<td>Group 2</td>
<td>38.53</td>
<td></td>
<td>2.49*</td>
</tr>
<tr>
<td>Group 3</td>
<td>74.44</td>
<td></td>
<td>3.77*</td>
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<tr>
<td>Group 4</td>
<td>56.74</td>
<td></td>
<td>3.14*</td>
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SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

<table>
<thead>
<tr>
<th>Classifications</th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Classifications</td>
<td>$31.12</td>
</tr>
</tbody>
</table>

Premium Time $55.84

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

<table>
<thead>
<tr>
<th>Apprentices:</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$21.64</td>
<td>$27.05</td>
<td>$29.75</td>
<td>$32.45</td>
</tr>
</tbody>
</table>

Supplemental Benefits:

Per Hour:

<table>
<thead>
<tr>
<th>All Apprentices:</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20.12</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Premium Time</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>$33.84</td>
<td></td>
</tr>
</tbody>
</table>

Operating Engineer - Building / Heavy&Highway 03/01/2013

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stetco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.
Per Hour:  

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Engineer (Sewer Systems)</td>
<td>$ 56.74</td>
<td>$ 59.88</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

SUPPLEMENTAL BENEFITS

Per Hour:  

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$ 31.12</td>
</tr>
<tr>
<td>Premium Time</td>
<td>$ 55.84</td>
</tr>
</tbody>
</table>

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

Apprentices:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$21.64</td>
<td>$27.05</td>
<td>$29.75</td>
<td>$32.45</td>
</tr>
</tbody>
</table>

Supplemental Benefits:

Per Hour:

All Apprentices: $ 20.12

Premium Time: $ 33.84

Operating Engineer - Building & Steel Erection 03/01/2013

JOB DESCRIPTION Operating Engineer - Building & Steel Erection DISTRICT 9

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

WAGES

Per Hour: 07/01/2012

Building Construction & Steel Erection:

STEEL ERECTION:

Three Drum Derricks $ 68.77
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks $ 66.22
Compressors, Welding Machines, Bridge Inspection Machines, Moog and machines of a similar nature) $ 40.88
Compressors (Not combined with welding machines) $ 39.13

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes $ 67.05
Double Drum $ 63.25
4 Pole Hoists and Single Drum Hoists $ 61.06
Fork Lift, Plaster (Platform Machine) Plaster Bucket, Concrete Pumps and all other equipment used for hoisting $ 55.46
House Cars and Rack & Pinion $ 50.60
*House Cars (New Projects) $ 40.38
Erecting and dismantling of Cranes $ 61.72

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sand Blasting, Pumps (With the exclusion of concrete pumps), House Car (Settlement basis only), All Engines irrespective of power (Power-Vac) used to drive auxiliary equipment Air, Hydraulic, etc., Boilers, Jacking System $ 41.32

*APPLIES TO PROJECTS STARTED AFTER 07/01/2011.

APPLICABLE TO ALL CATEGORIES:
CRANES: Crawler Or Truck

<table>
<thead>
<tr>
<th>Boom Range</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>100' to 149'</td>
<td>$ 1.75/hr</td>
</tr>
<tr>
<td>150' to 249'</td>
<td>$ 2.00/hr</td>
</tr>
<tr>
<td>250' to 349'</td>
<td>$ 2.25/hr</td>
</tr>
<tr>
<td>350' to 450'</td>
<td>$ 2.75/hr</td>
</tr>
<tr>
<td>Tower Crane</td>
<td>$ 2.00/hr</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2012

All Operator Classes $ 30.43
Premium Time $ 55.41

OVERTIME PAY
See (*C, **D, O) on OVERTIME PAGE
*Note: Applies to Building Construction category
**Note: Applies to Steel Erection

HOLIDAY
Paid: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE

Note:
Codes 8 and 12 apply ONLY to Steel Erection
Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES
Wage Per Hour:

Apprentices (1) year terms at the following rates:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$ 26.34</td>
<td>$ 32.93</td>
<td>$ 39.52</td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

Straight Time $ 20.43
Premium Time $ 35.41

Operating Engineer - Heavy Construction 03/01/2013

JOB DESCRIPTION Operating Engineer - Heavy Construction

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

WAGES
Per Hour:
Group 1: Tower Crane/Climbing Crane

9-14 B&S
Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection: Hydraulic Clam Shells, Moles and machines of a similar nature

Group 3: Mine Hoists, Cranes, etc., used as Mine Hoists

Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature

Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels

Group 6: All Drills and machines of a similar nature

Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers

Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)

Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)

Group 10: Concrete Mixer

Group 11: Elevators

Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer

Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console

Group 14: Barrier Mover, Barrier Transport and machines of a similar nature

Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill

Group 16: Boilers (High pressure), Compressors, Pumps (River Cofferdam) and Welding Machines (except where arc is operated by another Operating Engineer) Push Button Machines, All Engines, irrespective of power (Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Group 17: Utility-Horizontal Boring Rig

Group 18: Utility Compressors

Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill

Group 20: Paving-Asphalt Roller

Group 21: Paving-Asphalt Plant

Group 22: Roller (non paving, all sizes)

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000 lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Rooustabout Cranes, Conveyors, Balast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under), Curb & Gutter Pavers and machines of a similar nature

Group 25: Post Hole Digger, Ditch Winch, Road Finishing Machines, Rollers (5 tons and under), Dual Purpose Trucks, Forklifts, Dempsey Dumpsters, Fireman

Group 26: Oilier (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Oilier (Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

Group 28: Steam Equipment Operator (Water rigs, steam shovels, power boilers, derrick boats)

WAGES: (per hour)

<table>
<thead>
<tr>
<th>Group 1</th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 81.09</td>
<td>$ 3.98*</td>
</tr>
</tbody>
</table>

Page 64
<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
<th>Time Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 2</td>
<td>66.70</td>
<td>3.47*</td>
</tr>
<tr>
<td>Group 3</td>
<td>68.86</td>
<td>3.55*</td>
</tr>
<tr>
<td>Group 4</td>
<td>67.21</td>
<td>3.49*</td>
</tr>
<tr>
<td>Group 5</td>
<td>65.66</td>
<td>3.44*</td>
</tr>
<tr>
<td>Group 6</td>
<td>63.18</td>
<td>3.34*</td>
</tr>
<tr>
<td>Group 7</td>
<td>64.38</td>
<td>3.39*</td>
</tr>
<tr>
<td>Group 8</td>
<td>62.51</td>
<td>3.32*</td>
</tr>
<tr>
<td>Group 9</td>
<td>61.14</td>
<td>3.27*</td>
</tr>
<tr>
<td>Group 10</td>
<td>58.43</td>
<td>3.17*</td>
</tr>
<tr>
<td>Group 11</td>
<td>54.50</td>
<td>3.03</td>
</tr>
<tr>
<td>Group 12</td>
<td>55.73</td>
<td>3.08*</td>
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<td>3.26*</td>
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<tr>
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<td>3.36*</td>
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<td>Group 23</td>
<td>58.75</td>
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<tr>
<td>Group 27</td>
<td>35.50</td>
<td>2.38*</td>
</tr>
<tr>
<td>Group 28</td>
<td>52.46</td>
<td>3.04*</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

Cranes: Crawler or Truck
100' to 149' $0.50 per hour additional to above Crane Rates
150' to 249' $0.75 per hour additional to above Crane Rates
250' to 349' $1.00 per hour additional to above crane Rates
350' to 450' $1.50 per hour additional to above crane Rates

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2012
Groups 1-22

| Regular Time | $30.43 | Premium Time | $55.41 |

Groups 23-28

| Regular Time | $31.12 | Premium Time | $55.84 |

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Per Hour:
(1) year terms at the following wage rates:

<table>
<thead>
<tr>
<th>Apprentices:</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groups 1-22</td>
<td>$26.34</td>
<td>$32.93</td>
<td>$39.52</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Apprentices:</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groups 23-28</td>
<td>$21.64</td>
<td>$27.05</td>
<td>$29.75</td>
<td>$32.45</td>
</tr>
</tbody>
</table>

Supplemental Benefits:

<table>
<thead>
<tr>
<th>Apprentices:</th>
<th>Regular Time</th>
<th>$20.43</th>
</tr>
</thead>
</table>

Groups 1-22

Page 65
Premium Time $ 35.41

Groups 23-28
Regular Time $ 20.12
Premium Time $ 33.84

<table>
<thead>
<tr>
<th>OPERATING ENGINEER - MARINE CONSTRUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOB DESCRIPTION Operating Engineer - Marine Construction</td>
</tr>
<tr>
<td>ENTIRE COUNTIES</td>
</tr>
</tbody>
</table>

**WAGES**

Per Hour:

<table>
<thead>
<tr>
<th>DREDGING OPERATIONS</th>
<th>07/01/2012</th>
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</thead>
<tbody>
<tr>
<td>CLASS A</td>
<td></td>
</tr>
<tr>
<td>Operator, Leverman, Lead Dredgeman</td>
<td>$ 32.89</td>
</tr>
<tr>
<td>CLASS A1</td>
<td>To conform to Operating Engineer</td>
</tr>
<tr>
<td>Dozer, Front Loader Operator</td>
<td>Prevailing Wage in locality where work is being performed including benefits.</td>
</tr>
<tr>
<td>CLASS B</td>
<td></td>
</tr>
<tr>
<td>Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer</td>
<td>$ 28.49</td>
</tr>
<tr>
<td>Certified Welder, Boat Operator(licensed)</td>
<td>$ 26.84</td>
</tr>
<tr>
<td>CLASS C</td>
<td></td>
</tr>
<tr>
<td>Drag Barge Operator, Steward, Mate, Assistant Fill Placer, Welder (please add) $ 0.06</td>
<td>$ 26.14</td>
</tr>
<tr>
<td>Boat Operator</td>
<td>$ 25.29</td>
</tr>
<tr>
<td>CLASS D</td>
<td></td>
</tr>
<tr>
<td>Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor</td>
<td>$ 21.09</td>
</tr>
<tr>
<td>Oiler (please add) $ 0.09</td>
<td></td>
</tr>
</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>Painters</th>
<th>03/01/2013</th>
</tr>
</thead>
</table>

**JOB DESCRIPTION** Painter

**DISTRICT** 9

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

**WAGES**

<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>Brush</td>
<td>$ 39.85</td>
<td>$ 40.35</td>
<td>$ 41.85</td>
</tr>
<tr>
<td>Abatement/Removal</td>
<td>$ 39.85</td>
<td>$ 40.35</td>
<td>$ 41.85</td>
</tr>
<tr>
<td>of lead based</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead containing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>paint on materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>to be repainted.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spray &amp; Scaffold</td>
<td>$ 42.85</td>
<td>$ 43.35</td>
<td>$ 44.85</td>
</tr>
<tr>
<td>Fire Escape</td>
<td>$ 42.85</td>
<td>$ 43.35</td>
<td>$ 44.85</td>
</tr>
<tr>
<td>Decorator</td>
<td>$ 42.85</td>
<td>$ 43.35</td>
<td>$ 44.85</td>
</tr>
<tr>
<td>Paperhanger/Wall</td>
<td>$ 37.44</td>
<td>$ 37.44</td>
<td>$ 39.00</td>
</tr>
<tr>
<td>Coverer</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Before calculating premium pay, deduct $0.10 from hourly wage rate.
Does not apply to paperhanger.

**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>Paperhanger</td>
<td>$ 29.71</td>
<td>$ 29.72</td>
<td>$ 29.73</td>
</tr>
<tr>
<td>All others</td>
<td>$ 20.97</td>
<td>$ 20.97</td>
<td>$ 20.97</td>
</tr>
<tr>
<td>Premium</td>
<td>$ 23.09*</td>
<td>$ 23.47*</td>
<td>$ 23.47*</td>
</tr>
</tbody>
</table>

* Applies only to "All others" category, not paperhanger journeyman.

**OVERTIME 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.

<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>Appr 1st term...</td>
<td>$ 15.05</td>
<td>$ 15.25</td>
<td>$ 15.85</td>
</tr>
<tr>
<td>Appr 2nd term...</td>
<td>$ 19.76</td>
<td>$ 19.91</td>
<td>$ 20.76</td>
</tr>
<tr>
<td>Appr 3rd term...</td>
<td>$ 23.94</td>
<td>$ 24.24</td>
<td>$ 25.14</td>
</tr>
<tr>
<td>Appr 4th term...</td>
<td>$ 31.92</td>
<td>$ 32.32</td>
<td>$ 33.52</td>
</tr>
</tbody>
</table>

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>Appr 1st term...</td>
<td>$ 10.23</td>
<td>$ 10.23</td>
<td>$ 10.23</td>
</tr>
<tr>
<td>Appr 2nd term...</td>
<td>$ 12.92</td>
<td>$ 12.92</td>
<td>$ 12.92</td>
</tr>
<tr>
<td>Appr 3rd term...</td>
<td>$ 15.20</td>
<td>$ 15.20</td>
<td>$ 15.20</td>
</tr>
<tr>
<td>Appr 4th term...</td>
<td>$ 19.70</td>
<td>$ 19.70</td>
<td>$ 19.70</td>
</tr>
</tbody>
</table>
### Painter - Bridge & Structural Steel

#### ENTIRE COUNTIES

#### WAGES

<table>
<thead>
<tr>
<th>Per Hour Worked</th>
<th>07/01/2012</th>
<th>12/26/2012</th>
<th>06/26/2013</th>
<th>01/01/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Painting</td>
<td>$51.23</td>
<td>$52.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Tool/Spray Additional $6.00 per hour above hourly rate, whether straight time or overtime</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Supplemental Benefits per hour worked:

- **1st term**: $10.35
- **2nd term**: $14.17
- **3rd term**: $16.20

---

### Registered Apprentices

One (1) year terms at the following dollar amount:

<table>
<thead>
<tr>
<th>07/01/2012</th>
<th>12/26/2012</th>
<th>06/26/2013</th>
<th>01/01/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$17.43</td>
<td>$17.63</td>
<td>$17.83</td>
</tr>
<tr>
<td>2nd term</td>
<td>$28.53</td>
<td>$28.83</td>
<td>$29.13</td>
</tr>
<tr>
<td>3rd term</td>
<td>$38.01</td>
<td>$38.41</td>
<td>$38.81</td>
</tr>
</tbody>
</table>

Note: Before calculating premium pay, deduct the amount shown below from Apprentice hourly wage.

- **1st term**: $.10 from hourly wage rate
- **2nd term**: $2.54 from hourly wage rate
- **3rd term**: $3.35 from hourly wage rate

---

### Overtime Pay

See (A, H) on OVERTIME PAGE
Before calculating premium pay subtract $4.16 from hourly wage rate

### Holiday

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

---

### Supplemental Benefits

- **Per Hour:**
  - Journeyworker: $18.22

---

### Prevailing Wage Rates for 07/01/2012 - 06/30/2013

Published by the New York State Department of Labor

Last Published on Mar 01 2013

PRC Number 2013002500 Kings County
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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Journeyworker</th>
<th>Hourly Rate after 40 hours</th>
<th>Hourly Rate after 50 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$ 26.80*</td>
<td>$ 6.75 only</td>
<td>$ 6.75 only</td>
</tr>
<tr>
<td>10/1/2012</td>
<td>$ 27.05</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 31.04**</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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>Date</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$ 20.55</td>
<td>$ 30.78</td>
<td>$ 41.00</td>
</tr>
<tr>
<td>10/01/2012</td>
<td>$ 20.95</td>
<td>$ 31.38</td>
<td>$ 41.80</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th>Date</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$ 8.35</td>
<td>$ 19.00</td>
<td>$ 22.90</td>
</tr>
<tr>
<td>10/01/2012</td>
<td>$ 8.70</td>
<td>$ 19.15</td>
<td>$ 23.10</td>
</tr>
</tbody>
</table>

Painters - Line Stripping:

**JOB DESCRIPTION** Painter - Line Stripping

**ENTIRE COUNTIES**

**WAGES**
Per hour:

- Painter (Striping-Highway): $26.61 plus an additional $0.50**
- Striping-Machine Operator*: $26.61 plus an additional $0.50**
- Linerman Thermoplastic: $31.87 plus an additional $0.50**

** 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 paid: 07/01/2012
Journeyworker:

- Striping-Machine operator $ 14.18
- Linerman Thermoplastic $ 14.55

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

9-8A/28A-LS

Painter - Metal Polisher 03/01/2013

JOB DESCRIPTION Painter - Metal Polisher  DISTRICT 9

ENTIRE COUNTIES

WAGES 07/01/2012

- Metal Polisher $ 26.11
- Metal Polisher** $ 27.02
- Metal Polisher*** $ 29.61

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2012

Journeyworker:
All classification $ 12.92

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

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$13.50</td>
<td>$15.00</td>
<td>$18.00</td>
</tr>
</tbody>
</table>

Supplements benefits:
Per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10.27</td>
<td>$10.39</td>
<td>$10.63</td>
</tr>
</tbody>
</table>

9-8A/28A-MP

Plasterer 03/01/2013

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:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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:
( per hour )
(1) year terms at the following % Journeyworkers wage rate.

<table>
<thead>
<tr>
<th>Year</th>
<th>First 6 months</th>
<th>Second 6 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year</td>
<td>40%</td>
<td>45%</td>
</tr>
<tr>
<td>Second year</td>
<td>55%</td>
<td>60%</td>
</tr>
<tr>
<td>Third year</td>
<td>70%</td>
<td>75%</td>
</tr>
</tbody>
</table>

Supplemental Benefits:
( per hour paid )
(1) year term broken down into six month periods:
1st year:
- 1st six months: $ 8.37
- 2nd six months: 9.35
- 3rd six months: 11.35
- 4th six months: 12.33
- 5th six months: 14.33
- 6th six months: 15.33

Plumber  03/01/2013

JOB DESCRIPTION  Plumber

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

WAGES
Per hour worked:  07/01/2012
Plumber  $ 52.04
Repairs & Alterations*  $ 33.24

*Repair & alteration work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines.

THERE ARE NO HELPERS UNDER THIS CLASSIFICATION; WHEN USING APPRENTICES, MUST FOLLOW RATIO FOR PLUMBERS.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base, an additional $1.00 per hour.

SHIFT WORK:
Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven (7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.

For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.
SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2012

Plumber: Journeyworker $36.91
Repairs & Alterations $15.65

OVERTIME PAY

OVERTIME:
Plumber See (C, O, V) on OVERTIME PAGE.
Repairs & Alterations See (B, H) on OVERTIME PAGE.

Before calculating premium pay, subtract $0.28 from regular hourly wage rate.

HOLIDAY

HOLIDAY:
Plumber
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
Repairs & Alterations
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages:
(Per Hour)

*Apprentices:
1st&2nd 3rd&4th 5th&6th 7th&8th 9th 10th
07/01/2009 $14.28 $18.44 $20.34 $23.19 $24.59 $36.66

Supplemental Benefits per hour paid:

(1/2) year term at the following dollar amount:
07/01/2009 1st 2nd 3rd-10th
$.43 $2.68 $15.97

*Note: The Repairs & Alterations Category has NO Apprentices.

Roofer

JOB DESCRIPTION Roofer

DISTRICT 9

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

WAGES

Per Hour: 07/01/2012

Roofer/Waterproofer $39.00

SUPPLEMENTAL BENEFITS

Journeyworker $27.92

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of Journeyworkers hourly wage.

1st 2nd 3rd 4th
35% 50% 60% 75%

Supplements per hour paid at the following rates:

Apprentice: 1st 2nd 3rd 4th
$4.24 $14.13 $16.88 $21.03
Sheetmetal Worker 03/01/2013

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:

1st Term  $16.41
2nd Term  $18.80
3rd Term  $21.35
4th Term  $24.04
5th Term  $25.30
6th Term  $27.43
7th Term  $33.35
8th Term  $35.95
9th Term  $38.98

Supplemental Benefits as Follows:

1st Term  $18.01
2nd Term  $19.76
3rd Term  $21.47
4th Term  $23.21
5th Term  $24.77
6th Term  $26.81
7th Term  $30.23
8th Term  $31.34
9th Term  $32.45

Sheetmetal Worker 03/01/2013

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:

1st Term 35% 2nd Term 40%
3rd Term 45% 4th Term 50%
5th Term 55% 6th Term 60%
7th Term 65% 8th Term 70%
9th Term 75% 10th Term 80%

**SUPPLEMENTAL BENEFITS**

Per Hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$13.20</td>
</tr>
<tr>
<td>3rd</td>
<td>16.19</td>
</tr>
<tr>
<td>5th</td>
<td>23.27</td>
</tr>
<tr>
<td>7th</td>
<td>27.17</td>
</tr>
<tr>
<td>9th</td>
<td>30.47</td>
</tr>
</tbody>
</table>

4-137-SE

**Steamfitter 03/01/2013**

**JOB DESCRIPTION** Steamfitter

**ENTIRE COUNTIES**

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

**DISTRICT 4**

**WAGES**

Per Hour: 07/01/2012 12/26/2012

Steam/Sprinkler $56.81 *Additional $0.75/Hr
Fitter

Temporary $43.19 *Additional $0.75/Hr
Heat & AC

*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

Page 74
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></td>
<td>$22.76</td>
<td>$28.44</td>
<td>$36.95</td>
<td>$45.46</td>
<td>$48.30</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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$18.83</td>
<td>$23.20</td>
<td>$29.72</td>
<td>$36.35</td>
<td>$38.43</td>
</tr>
</tbody>
</table>

Steamfitter

JOB DESCRIPTION Steamfitter

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: ** (10, 11, 26, Memorial Day)

Survey Crew Consulting

JOB DESCRIPTION Survey Crew Consulting

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:
Party Chief: $33.70  
Instrument Man.: $28.38  
Rodman: $25.02

**SUPPLEMENTAL BENEFITS**  
Per Hour:  
All Crew Members: $11.70

**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 - Heavy Construction**  
03/01/2013

**JOB DESCRIPTION** Teamster - Heavy Construction  
**DISTRICT** 4  
**ENTIRE COUNTIES** Bronx, Kings, New York, Queens, Richmond

**WAGES**  
Per Hour: 07/01/2012  
Truck Driver/Chauffer (Debris Removal, Street Level and below)  
- Truck Drivers $37.005  
- Tractor Trailers $37.005  
- Euclid/Turnapull $37.57

**SUPPLEMENTAL BENEFITS**  
Per Hour:  
All Classifications $29.30+  
* $9.4525

* This Portion Calculated at  
Same Premium as Shown for Overtime.

**OVERTIME PAY**  
See (B, E, Q, *T) on OVERTIME PAGE  
* Applies to Holidays that fall in codes 5 and 6 below

**HOLIDAY**  
Paid: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE  
Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

---

**Welder**  
03/01/2013

**JOB DESCRIPTION** Welder  
**DISTRICT** 1  
**ENTIRE COUNTIES** Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware,  
Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe,  
Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer,  
Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins,  

**WAGES**  
Per hour 07/01/2012  
Welder: (To be paid the same rate of the mechanic performing the work)

**OVERTIME PAY**  
**HOLIDAY**  
1-As Per Trade
Queens County General Construction

Asbestos Worker 03/01/2013

JOB DESCRIPTION Asbestos Worker

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.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>78%</td>
<td>80%</td>
<td>83%</td>
<td>89%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFIT
Per Hour:

Apprentice Removal & Abatement $8.25

4-12a - Removal Only

Boilermaker 03/01/2013

JOB DESCRIPTION Boilermaker

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></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>65%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td>95%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

<table>
<thead>
<tr>
<th>Apprentice(s)</th>
<th>07/01/2012</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>33% of Hourly Wage Paid plus amount below</td>
<td></td>
</tr>
<tr>
<td>1st</td>
<td>$17.41</td>
<td>$18.10</td>
</tr>
<tr>
<td>2nd</td>
<td>$18.79</td>
<td>$19.48</td>
</tr>
<tr>
<td>3rd</td>
<td>$20.17</td>
<td>$20.86</td>
</tr>
<tr>
<td>4th</td>
<td>$21.55</td>
<td>$22.25</td>
</tr>
</tbody>
</table>

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, SlateHill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, 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:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Driller</td>
<td>$ 35.46</td>
</tr>
<tr>
<td>Assistant Driller</td>
<td>$ 28.89</td>
</tr>
</tbody>
</table>

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:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Driller</td>
<td>$ 17.52</td>
</tr>
<tr>
<td>Asst. driller</td>
<td>17.52</td>
</tr>
</tbody>
</table>

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>Year</th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
<th>4th Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
<td>100%</td>
</tr>
</tbody>
</table>

9-1536-CoreDriller

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

REGISTERED APPRENTICES
Wages per hour is Percentage of Journeymans 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 $ 25.14

Carpenter

03/01/2013

JOB DESCRIPTION  Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, 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 Pecentage of Journeyworkers wage

(1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td>95%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

(1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$28.19</td>
<td>$31.29</td>
<td>$35.51</td>
<td>$40.62</td>
</tr>
</tbody>
</table>

Carpenter

03/01/2013

JOB DESCRIPTION Carpenter

DISTRICT 9

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

Carpenter

03/01/2013

JOB DESCRIPTION Carpenter

DISTRICT 9

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:
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Floor Coverer</strong></td>
<td><strong>$ 38.58</strong></td>
</tr>
</tbody>
</table>

**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></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:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Apprentices $ 25.83</td>
</tr>
</tbody>
</table>

---

**Carpenter**  
03/01/2013

**JOB DESCRIPTION** Carpenter  
**DISTRICT** 9

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Piledriver $ 46.74</td>
</tr>
<tr>
<td></td>
<td>Dockbuilder $ 46.74</td>
</tr>
</tbody>
</table>

**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></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**  
03/01/2013

**JOB DESCRIPTION** Carpenter  
**DISTRICT** 9
ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES
Per hour: 07/01/2012

Show Exhibit/Carpenter $46.15

SUPPLEMENTAL BENEFITS
Per hour paid:

Show Exhibit/Carpenter $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
Wages per hour is Percentage of Journeyworkers Wage

(1) year terms:

<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></td>
<td>50%</td>
<td>65%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

Apprentices $25.83

9-EXHIB

Carpenter - Building / Heavy&Highway 03/01/2013

JOB DESCRIPTION  Carpenter - Building / Heavy&Highway  DISTRICT 9

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

PARTIAL COUNTIES
Nassau: Work performed south of the Southern State Parkway and west of the Seaford Creek.

WAGES
Per hour: 07/01/2012

Building: Carpenter $46.15

Heavy&Highway: Carpenter $54.12

*Premium pay calculated on hourly wage of $46.74; the balance ($7.38) paid at straight time.

SUPPLEMENTAL BENEFITS
Per hour paid:

Building: Carpenter $38.50

Heavy&Highway: Carpenter $34.99

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
Wage per hour:
(1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td>40%</td>
<td>50%</td>
<td>65%</td>
<td>80%</td>
</tr>
<tr>
<td>Heavy&amp;Highway*</td>
<td>40%</td>
<td>50%</td>
<td>65%</td>
<td>80%</td>
</tr>
</tbody>
</table>

*Wage calculations to be based off an hourly wage of $46.74
Supplemental benefits per hour for all Apprentices:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td>$25.75</td>
</tr>
<tr>
<td>Heavy &amp; Highway</td>
<td>27.69</td>
</tr>
</tbody>
</table>

9-NYC

JOB DESCRIPTION Electrician

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

WAGES
Per hour: 07/01/2012

Tree Trimmer $23.92
Ground Person $15.80

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines.

SUPPLEMENTAL BENEFITS
Per hour paid:

Tree Trimmer $8.44
Ground Person 5.78

Note: *Plus paid vacation & 4 days sick leave. Vacation based on continuous service as follows:

* 40 hours after 1 year
* 80 hours after 2 years
* 120 hours after 5 years
* 160 hours after 15 years

Note: Employee must work at least 1800 hours in employee's anniversary year. An employee who worked 900 in the employee anniversary year but did not actually work 1800 hours during that period shall be entitled to a pro rata share of vacation on the basis of 900 hours or more actually worked as a percentage based on 1800 hours.

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

*Worked performed on Sundays & Holidays outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY
HOLIDAY: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

(An additional floating holiday after four years' service)

Overtime: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.
JOB DESCRIPTION Electrician

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

WAGES
Per hour: 07/01/2012 01/01/2013
Electrician $25.30 $25.30
H - Telephone

Maintenance and Jobbing-Electrical work of limited duration and scope, consisting of repairs and/or replacement of electrical and teledata equipment.
- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS
Journeyworker $17.52 $18.02

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE

JOB DESCRIPTION Electrician

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

WAGES
Per hour Paid: 07/01/2012
Service Technician $28.89

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and/or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker: $11.19 + $12.00 per day

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

HOLIDAY
Paid: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE

JOB DESCRIPTION Electrician

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

WAGES
Per Hour:
Electrician and Audio/Sound 07/01/2012 01/01/2013
$51.00 $51.00

SUPPLEMENTAL BENEFITS
Per Hour:
Journey Worker $42.45* $43.47*
*This hourly benefit rates applies for cumulative wages for the year up to $113,700 for the same employer; thereafter the benefit rate is $40.31 per hour.

**OVERTIME PAY**
See (A, H) on OVERTIME PAGE

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

**REGISTERED APPRENTICES**
Wages Per Hour:
Apprentices registered before 05/10/2007
One (1) year terms.

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$14.25</td>
<td>$14.25</td>
</tr>
<tr>
<td>2nd term</td>
<td>17.05</td>
<td>17.05</td>
</tr>
<tr>
<td>3rd term</td>
<td>19.15</td>
<td>19.15</td>
</tr>
<tr>
<td>4th term</td>
<td>21.10</td>
<td>21.10</td>
</tr>
<tr>
<td>MIJ (5th term)</td>
<td>25.30</td>
<td>25.30</td>
</tr>
</tbody>
</table>

Apprentices registered after 05/10/2007
One (1) year terms

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$11.50</td>
<td>$11.50</td>
</tr>
<tr>
<td>2nd term</td>
<td>13.50</td>
<td>13.50</td>
</tr>
<tr>
<td>3rd term</td>
<td>15.50</td>
<td>15.50</td>
</tr>
<tr>
<td>4th term</td>
<td>17.50</td>
<td>17.50</td>
</tr>
<tr>
<td>MIJ (5th term)</td>
<td>21.50</td>
<td>21.50</td>
</tr>
</tbody>
</table>

Supplemental Benefits:
Per Hour for Apprentices registered before 05/10/2007

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$11.19</td>
<td>$11.51</td>
</tr>
<tr>
<td>2nd term</td>
<td>12.54</td>
<td>12.93</td>
</tr>
<tr>
<td>3rd term</td>
<td>13.55</td>
<td>14.00</td>
</tr>
<tr>
<td>4th term</td>
<td>14.50</td>
<td>14.98</td>
</tr>
<tr>
<td>MIJ (5th term)</td>
<td>17.52</td>
<td>18.02</td>
</tr>
</tbody>
</table>

Supplemental Benefits:
Per hour for Apprentices registered after 05/10/2007

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$9.86</td>
<td>$10.12</td>
</tr>
<tr>
<td>2nd term</td>
<td>10.82</td>
<td>11.14</td>
</tr>
<tr>
<td>3rd term</td>
<td>11.79</td>
<td>12.15</td>
</tr>
<tr>
<td>4th term</td>
<td>12.76</td>
<td>13.16</td>
</tr>
<tr>
<td>MIJ (5th term)</td>
<td>15.71</td>
<td>16.14</td>
</tr>
</tbody>
</table>
## SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th>Description</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electro pole Electrician</td>
<td>$ 44.18*</td>
<td>$ 45.20*</td>
</tr>
<tr>
<td>Electro pole Foundation Installer</td>
<td>34.12*</td>
<td>35.01*</td>
</tr>
<tr>
<td>Electro pole Maintainer</td>
<td>30.84*</td>
<td>31.60*</td>
</tr>
</tbody>
</table>

*Hourly benefit rate applies for cumulative wages for the year up to $113,700.00 for the same employer, thereafter decrease the hourly benefit rate by the hourly amount as noted below:

<table>
<thead>
<tr>
<th>Description</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electro pole Electrician</td>
<td>$ 2.14</td>
<td>$ 3.16</td>
</tr>
<tr>
<td>Electro pole F/installer</td>
<td>1.76</td>
<td>2.64</td>
</tr>
<tr>
<td>Electro pole Maintainer</td>
<td>1.50</td>
<td>2.26</td>
</tr>
</tbody>
</table>

## OVERTIME PAY

See (A, *B, **E4, F, K) on OVERTIME PAGE

* Applies to the electro pole foundation installer

** MAKE UP DAYS MAY NOT EXCEED FOUR DAYS IN A MONTH; OVERTIME RATE APPLIES AFTER FIVE CONSECUTIVE DAYS WORKED PER WEEK.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

---

** 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

<table>
<thead>
<tr>
<th>Description</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Classifications</td>
<td>22.5% of Hourly Wage Paid + $13.04</td>
<td></td>
</tr>
</tbody>
</table>

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

---

** Electrician Lineman 03/01/2013 **

### JOB DESCRIPTION

Electrician Lineman

### ENTIRE COUNTIES

Nassau, Queens, Suffolk

### WAGES

For Utility Distribution & Transmission Line Construction:

<table>
<thead>
<tr>
<th>Description</th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman/Splicer</td>
<td>$ 47.13</td>
</tr>
<tr>
<td>Material Man</td>
<td>$ 41.00</td>
</tr>
<tr>
<td>Heavy Equip. Operator</td>
<td>$ 37.70</td>
</tr>
<tr>
<td>Groundman</td>
<td>$ 28.28</td>
</tr>
<tr>
<td>Flagman</td>
<td>$ 21.21</td>
</tr>
</tbody>
</table>

For Natural Gasline Construction:

<table>
<thead>
<tr>
<th>Description</th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman U.G.Mech.</td>
<td>$ 39.45</td>
</tr>
</tbody>
</table>
Journeyman U.G.Mech. $ 18.71

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
Same as Above for natural Gas Mechanic.

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

Elevator Constructor 03/01/2013

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:
07/01/2012 03/17/2013

Elevator Constructor $55.20 $57.01
Modernization & Service/Repair $43.79 $45.14

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

07/01/2012 03/17/2013

Elevator Constructor $26.54 $28.04
plus***% plus***%
of wage of wage
per Hour per Hour

Modernization & Service/Repair $26.39 $27.89
plus***% plus***%
of Wage of Wage
per Hour per Hour

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

**REGISTERED APPRENTICES**

**WAGES PER HOUR:**

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>
</tr>
</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></td>
<td></td>
</tr>
<tr>
<td>1st Term</td>
<td>$24.00</td>
<td>$25.41</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**

**JOB DESCRIPTION**
Glazier

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

**WAGES**

<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></td>
<td></td>
<td></td>
<td>Additional</td>
</tr>
<tr>
<td>Glazier</td>
<td>$47.75</td>
<td>$48.60</td>
<td>$1.50*</td>
</tr>
<tr>
<td>Scaffolding</td>
<td>$48.75</td>
<td>$49.60</td>
<td>$1.50*</td>
</tr>
</tbody>
</table>

Repair & Maintenance:

| Glazier **           | $26.50     | $26.50     | $1.50*     |

* To be allocated at a future date

**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>
<tr>
<td>Repair &amp; Maintenance:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glazier **</td>
<td>$15.14</td>
<td>$15.14</td>
<td>$15.64</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
- 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 term</td>
<td>$16.00</td>
<td>$16.35</td>
<td>$16.65</td>
</tr>
<tr>
<td>2nd term</td>
<td>$23.81</td>
<td>$24.24</td>
<td>$24.69</td>
</tr>
<tr>
<td>3rd term</td>
<td>$28.59</td>
<td>$29.10</td>
<td>$29.65</td>
</tr>
<tr>
<td>4th term</td>
<td>$38.17</td>
<td>$38.65</td>
<td>$39.20</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 term</td>
<td>$12.07</td>
<td>$12.47</td>
<td>$12.87</td>
</tr>
<tr>
<td>2nd term</td>
<td>$17.28</td>
<td>$17.77</td>
<td>$18.27</td>
</tr>
<tr>
<td>3rd term</td>
<td>$18.54</td>
<td>$19.04</td>
<td>$19.54</td>
</tr>
<tr>
<td>4th term</td>
<td>$18.89</td>
<td>$19.39</td>
<td>$19.89</td>
</tr>
</tbody>
</table>

9-1281 (DC9 NYC)

**Insulator - Heat & Frost**

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insulators</td>
<td>$61.08</td>
</tr>
<tr>
<td>Heat &amp; Frost</td>
<td>$1.75/Hr</td>
</tr>
</tbody>
</table>

*Additional may be allocated between Wages & Supplements

**SUPPLEMENTAL BENEFITS**

Per Hour:

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Supplemental</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insulators</td>
<td>$26.59</td>
</tr>
<tr>
<td>Heat &amp; Frost</td>
<td>$1.75/Hr</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>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>$16.65</td>
</tr>
<tr>
<td>2nd</td>
<td>$23.81</td>
<td>$24.24</td>
<td>$24.69</td>
</tr>
<tr>
<td>3rd</td>
<td>$28.59</td>
<td>$29.10</td>
<td>$29.65</td>
</tr>
<tr>
<td>4th</td>
<td>$38.17</td>
<td>$38.65</td>
<td>$39.20</td>
</tr>
</tbody>
</table>
JOB DESCRIPTION
Ironworker

DISTRIBUTION
4

ENTSIRE 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
Per hour: 07/01/2012 07/01/2013
Reinforcing & Metal Lathing $ 49.73 $ 2.00*

*To be allocated at a future date

SUPPLEMENTAL BENEFITS
Per hour paid:
Reinforcing & Metal Lathing $ 29.98

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:

Apprentices Registered BEFORE 6/29/2011

<table>
<thead>
<tr>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 28.20</td>
<td>$ 32.80</td>
<td>$ 37.86</td>
</tr>
</tbody>
</table>

Apprentices Registered ON or AFTER 6/29/2011

<table>
<thead>
<tr>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 17.71</td>
<td>$ 22.71</td>
<td>$ 27.71</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

Apprentices Registered BEFORE 6/29/2011

<table>
<thead>
<tr>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 23.17</td>
<td>$ 24.67</td>
<td>$ 25.82</td>
</tr>
</tbody>
</table>

Apprentices Registered On or AFTER 6/29/2011

<table>
<thead>
<tr>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 23.17</td>
<td>$ 24.67</td>
<td>$ 25.82</td>
</tr>
</tbody>
</table>
ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2012

Ornamental $41.00
Chain Link Fence $41.00
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

<table>
<thead>
<tr>
<th>Term</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>60%</td>
<td>65%</td>
<td>70%</td>
<td>80%</td>
<td>85%</td>
<td>95%</td>
</tr>
</tbody>
</table>

APPRENTICES: Employed After 8/01/2008

<table>
<thead>
<tr>
<th>Term</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>50%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

07/01/2012

APPRENTICES:

<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>
<th>6th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>31.75</td>
<td>31.75</td>
<td>32.58</td>
<td>33.41</td>
<td>35.08</td>
<td>36.74</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Job</th>
<th>07/01/2012</th>
<th>01/01/2013 Additional</th>
<th>07/01/2013 Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ironworker Rigger</td>
<td>$49.50</td>
<td>$1.50*</td>
<td>$1.50*</td>
</tr>
<tr>
<td>Ironworker Stone</td>
<td>$49.50</td>
<td>$1.50*</td>
<td>$1.50*</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Ironworker: $36.53

**OVERTIME PAY**
See (*A, D, 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 (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, 8, 10, *24, 25) 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

**JOB DESCRIPTION** Ironworker

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

**WAGES**


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

*To be allocated to Wages or Benefits.

**SUPPLEMENTAL BENEFITS**

**PER HOUR:**

| Journeymen | $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>Term</th>
<th>$23.62</th>
<th>*Additional $2.45/Hr</th>
<th>*Additional $2.00/Hr</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>1st Term</td>
<td>+$2.00/Hr</td>
<td>for all</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$24.22</td>
<td>+$2.00/Hr</td>
<td>for all</td>
</tr>
<tr>
<td>3rd - 6th Term</td>
<td>$24.82</td>
<td>+$2.00/Hr</td>
<td>for all</td>
</tr>
</tbody>
</table>

*To be allocated to Wages or Benefits*

---

**JOB DESCRIPTION**

**Laborer**

**WAGES**

Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers *

* (including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers).

GROUP 17**: All others including: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour) 07/01/2012

<table>
<thead>
<tr>
<th>Group 14</th>
<th>$ 54.59</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 16</td>
<td>$ 55.23</td>
</tr>
<tr>
<td>Group 17**</td>
<td>$ 48.26</td>
</tr>
</tbody>
</table>

**Small Bore Micro Tunnel Machines**

| For Repairs on Existing Water Tunnels | 80% of rates above |
| For Repairs of Sewer & Drainage Tunnels | 90% of rates above |
| For Repair & Maintenance of all Subway & Vehicular Tunnels | 85% of rates above |

**An additional $3.00 per day when using an air spade, jack hammer or pavement breaker.**

Note: For jobs bid before July 1, 2010 employer shall pay $6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be $10.00 per day.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

| GROUP 14 | $ 39.79 |

---

Page 93
GROUP 16 $ 38.09

GROUP 17 $ 35.23

Small Bore Micro Tunnel Machines 80% of rates above
For Repairs on Existing Water Tunnels 90% of rates above
For Repairs of Sewer & Drainage Tunnels 85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels 80% of rates above

OVERTIME PAY
OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
For Repair Categories See (B, F, R*) on OVERTIME PAGE.
& Micro Tunneling
Straight time first 8 hours, double time after 8 hours.

HOLIDAY
Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Free

<table>
<thead>
<tr>
<th>JOB DESCRIPTION</th>
<th>Laborer</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT</td>
<td>9</td>
</tr>
<tr>
<td>ENTIRE COUNTIES</td>
<td>Bronx, Kings, New York, Queens, Richmond</td>
</tr>
</tbody>
</table>

WAGES

Per hour: 07/01/2012

Laborer/Excavation:
**Asbestos and Lead Abatement & Removal, Hazardous Waste Removal**
(including soil) $ 38.70
Basic 38.70
Flagman 38.70
Pipelayer 38.70
*Tree Work, *Landscape 38.70

Notes: *Includes trimming, cutting, planting and/or removal of trees.
** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker $ 31.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE
** Except for Independence Day, holidays which fall on a Saturday will not be observed on the preceding Friday. When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE
Overtime: See (5, 6, 11) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2012

<table>
<thead>
<tr>
<th>1st</th>
<th>0-1000</th>
<th>$ 19.35</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd</td>
<td>1001-2000</td>
<td>$ 23.22</td>
</tr>
</tbody>
</table>
### Supplemental Benefits per hour paid:

| All Apprentices | $ 31.75 |

### Laborer

**JOB DESCRIPTION**: Laborer  
**DISTRICT**: 9  
**ENTIRE COUNTIES**: Bronx, Kings, New York, Queens, Richmond

#### WAGES

Per hour: 07/01/2012

- **Laborer**: $37.55  
- **Laborer-Concrete (including flag person)**: $37.55

#### SUPPLEMENTAL BENEFITS

Per Hour Worked: $25.62

#### OVERTIME PAY

OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.  
See (B,E,Q,) for work below street level to top of foundation.

For work done on Saturdays add an additional $2.75 per hour to Supp. Benefits.  
For work done on Sundays & Holidays add an additional $5.50 per hour to Supp. Benefits.

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wages per hour: Terms at the following percentage of Journeyworkers wage.

<table>
<thead>
<tr>
<th>Term</th>
<th>Hours</th>
<th>0-500</th>
<th>501-2000</th>
<th>2001-4000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>50%</td>
<td>$17.49*</td>
<td>$22.87*</td>
<td></td>
</tr>
<tr>
<td>2nd</td>
<td>65%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd</td>
<td>80%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits: (Per Hour Worked)

- Over 1000 hrs: $22.87*
- $17.49*

Additional Benefits:

Add the following benefits based on the criteria below:

- **501-2000 hours**: $0.83*  
- **2001-4000 hours**: $1.65*

*For work on Saturdays add the following amount per term to hourly supp. benefits:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$1.38</td>
<td>$1.79</td>
<td>$2.20</td>
</tr>
</tbody>
</table>

*For work on Sundays & Holidays add the following amount per term to hourly supp. benefits:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$2.75</td>
<td>$3.58</td>
<td>$4.40</td>
</tr>
</tbody>
</table>

---

### Laborer - Building

**JOB DESCRIPTION**: Laborer - Building  
**DISTRICT**: 9  
**ENTIRE COUNTIES**:  

---

Page 95
**WAGES**

Per hour: 07/01/2012

Building:
Plasterer Tender and
Spray Fireproofing. $35.59

---

**SUPPLEMENTAL BENEFITS**

Per hour paid:
Journeyworker $23.35

---

**OVERTIME PAY**

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

---

**HOLIDAY**

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

---

**REGISTERED APPRENTICES**

Wage per hour:
1000 hours terms at the following wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$21.08</td>
<td>22.08</td>
<td>23.58</td>
<td>26.08</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

Apprentices $15.41**

** Applies to all Apprentices.

---

**JOB DESCRIPTION** Laborer - Building

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

**WAGES**

Per hour: 07/01/2012

Laborer/
Asbestos, lead and $35.10
Hazardous Material
Abatement

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2012

Laborer $15.10

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

---

**HOLIDAY**

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

---

**REGISTERED APPRENTICES**

1000 hour terms at the following:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$27.38</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$28.08</td>
</tr>
</tbody>
</table>

---

*Prevailing Wage Rates for 07/01/2012 - 06/30/2013 Published by the New York State Department of Labor
Last Published on Mar 01 2013
PRC Number 2013002500 Queens County*
3rd Term $29.14
4th Term $31.25

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

ALL TERMS $15.10

4-NYDC(78)

<table>
<thead>
<tr>
<th>Laborer - Building</th>
<th>03/01/2013</th>
</tr>
</thead>
</table>

JOB DESCRIPTION Laborer - Building

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

WAGES

Per hour:

Building Laborer-Demolition: $34.60 $35.21

07/01/2012 01/01/2013

NOTE: Total Demolition Only: Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker: $22.65 $23.04

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 13, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage.

<table>
<thead>
<tr>
<th>07/01/12</th>
<th>20.81</th>
<th>21.81</th>
<th>23.31</th>
<th>25.81</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/12</td>
<td>20.96</td>
<td>22.01</td>
<td>23.56</td>
<td>26.11</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

Apprentices: $14.70 $15.05

9-79/95

<table>
<thead>
<tr>
<th>Laborer - Building</th>
<th>03/01/2013</th>
</tr>
</thead>
</table>

JOB DESCRIPTION Laborer - Building

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

WAGES

Per hour:

Basic Laborer and Mason Tender: $35.59 $36.20

Interior Demolition: 34.87 35.07

$1.10*

07/01/2013 Additional

* To be allocated at a future date

SUPPLEMENTAL BENEFITS

Per hour paid:

Basic Laborer and Mason Tender: $23.05 $23.44

Interior Demolition: 18.22 18.77

Page 97
OVERTIME PAY
See (B, B2, I, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 25) on HOLIDAY PAGE
(Easter is paid at Time and One-half if worked)

REGISTERED APPRENTICES
Wage per hour:

1000 hour 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>07/01/2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Laborer and Mason Tender</td>
<td>$21.08</td>
<td>$22.08</td>
<td>$23.58</td>
<td>$26.08</td>
</tr>
<tr>
<td>Interior Demolition</td>
<td>21.23</td>
<td>22.23</td>
<td>23.73</td>
<td>26.23</td>
</tr>
<tr>
<td>01/01/2013</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Laborer and Mason Tender</td>
<td>$21.23</td>
<td>$22.28</td>
<td>$23.83</td>
<td>$26.38</td>
</tr>
<tr>
<td>Interior Demolition</td>
<td>21.38</td>
<td>22.43</td>
<td>23.93</td>
<td>26.43</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

<table>
<thead>
<tr>
<th>Terms</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Laborer and Mason Tender</td>
<td>$15.41</td>
<td>$15.76</td>
</tr>
<tr>
<td>Interior Demolition</td>
<td>14.66</td>
<td>15.01</td>
</tr>
</tbody>
</table>

03/01/2013

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

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

WAGES

Group 2: Shoveler, Small Equipment Operator on Asphalt work.

Per hour: 07/01/2012

Concrete Formsetter | $42.21
Asphalt Screedman / Micro Paver | 44.86
Asphalt Raker | 44.37
Group 1 | 38.34
Group 2 | 41.08

SUPPLEMENTAL BENEFITS
Per hour paid: 07/01/2012

Journeyman | $30.90

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

HOLIDAY
HOLIDAY:
Paid: See (5,11,12,20)* on HOLIDAY PAGE.
Overtime: See (21,22)** on HOLIDAY PAGE.

*If an employee does not work on said holiday, he will receive single time pay rate for the said day, provided that the said employee has worked one (1) day in the calendar week in which the said holiday occurs. If an employee works on said holiday, he will paid only for the single time rate, plus one (1) days pay for the holiday.
**If an employee does not work on these holidays he shall receive no pay.
If an employee works on any of these holidays he will receive the single rate plus 15% of same.

REGISTERED APPRENTICES
Wage per hour:

One (1) year terms at the following wage rate.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage</td>
<td>$25.00</td>
<td>$26.50</td>
<td>$28.00</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$15.55</td>
</tr>
<tr>
<td>2nd year</td>
<td>$15.55</td>
</tr>
<tr>
<td>3rd year</td>
<td>$15.55</td>
</tr>
</tbody>
</table>

---

**Laborer - Trac Drill**

**03/01/2013**

**JOB DESCRIPTION** Laborer - Trac Drill

**DISTRICT** 9

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

**WAGES**
Per Hour Paid: 07/01/2012

- Hydraulic Trac Drill $46.22
- Hydraulic Trac Drill Chuck Tender $40.00
- Air Trac, Wagon, Quarry Bar $45.52
- Power Tool (Chipper & Jackhammer) $44.59
- Chuck Tender & Nipper $39.33
- Blaster $50.34
- Blaster Hydraulic $51.07
- Powder Carrier $41.13
- Magazine Keeper $27.05

**SUPPLEMENTAL BENEFITS**
Per Hour Paid: 07/01/2012

- All Classifications $28.04

**OVERTIME PAY**
Magazine Keeper See (B,H) on OVERTIME PAGE.

ALL OTHERS SEE (D,E,Q) on OVERTIME PAGE.

**HOLIDAY**
HOLIDAY: For Blaster See (5,6,11,13) on HOLIDAY PAGE.

FOR ALL OTHERS SEE (1) ON HOLIDAY PAGE.

Overtime: See (5,6,11,13) on HOLIDAY PAGE.

---

**Laborer - Tunnel**

**03/01/2013**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 9

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

**WAGES**
GROUP 6: Tunnel Workers*  * (including Miners, Drill Runners, Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Derailed Men and Cable Men.

GROUP 7: Top Nipper

GROUP 8,9: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men, Gauge Tender and Signal Men.

GROUP 10: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES: (per hour)

<table>
<thead>
<tr>
<th>Group</th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 6</td>
<td>$55.21</td>
</tr>
<tr>
<td>GROUP 7</td>
<td>$54.20</td>
</tr>
<tr>
<td>GROUP 8,9</td>
<td>$53.22</td>
</tr>
<tr>
<td>GROUP 10</td>
<td>$46.30</td>
</tr>
</tbody>
</table>

Note: For jobs bid before July 1, 2010 employer shall pay $6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be $10. per day.

SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th>Group</th>
<th>Per Hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 6</td>
<td>$40.27</td>
</tr>
<tr>
<td>GROUP 7</td>
<td>$39.58</td>
</tr>
<tr>
<td>GROUP 8,9</td>
<td>$38.83</td>
</tr>
<tr>
<td>GROUP 10</td>
<td>$37.20</td>
</tr>
</tbody>
</table>

OVERTIME PAY

See (D, M, *R) on OVERTIME PAGE

NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Good Friday may be exchanged for one of the holidays listed.

Mason

JOB DESCRIPTION Mason

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

WAGES

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

| Brick/Blocklayer | $51.97 | *Additional $1.97/Hr |

*Additional to be allocated between Wages and or Benefits

SUPPLEMENTAL BENEFITS

Per Hour:

| Brick/Block Layer | $24.06 |

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 Journeyworkers Wage:

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

Supplemental Benefits per hour:

All Apprentices $ 13.88

Mason - Building

JOB DESCRIPTION Mason - Building

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 Finisher $ 39.28 plus $1.18*
- $ 1.18*

* 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

Mason - Building

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Westchester

PARTIAL COUNTIES
Bronx: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Kings: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
New York: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Queens: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Richmond: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.

WAGES
Wages:
- 07/01/2012
- 01/01/2013

Building:
- Marble Cutters&Setters $ 53.20 plus $ 1.30* $ 1.30*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Per Hour:
- Journeyworker $ 27.08

OVERTIME PAY
See (A, E, O, Q, V) on OVERTIME PAGE
* Work beyond 7 hours on Saturday shall be paid at double the hourly wage rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

**WAGE PER HOUR:**

750 hour terms at the following wage.

<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>1-150</td>
<td>$26.60</td>
<td>$29.26</td>
<td>$31.92</td>
<td>$34.58</td>
<td>$37.24</td>
<td>$39.90</td>
<td>$45.22</td>
<td>$50.54</td>
</tr>
</tbody>
</table>

07/01/2012 - Apprentices receive an additional amount* based on term of Apprentice:

<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>1-150</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>
<td>$1.30</td>
</tr>
</tbody>
</table>

01/01/2013 - Apprentices receive an additional amount* based on term of Apprentice:

<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>1-150</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:

<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>1-150</td>
<td>$21.10</td>
<td>$21.69</td>
<td>$22.29</td>
<td>$22.89</td>
<td>$23.49</td>
<td>$24.09</td>
<td>$25.29</td>
<td>$26.48</td>
</tr>
</tbody>
</table>

07/01/2012 - 06/30/2013 Published by the New York State Department of Labor

**Mason - Building**

**JOB DESCRIPTION**

Mason - Building

**DISTRIBUTION**

District 9

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Additional</td>
<td></td>
</tr>
<tr>
<td>Building-Marble Restoration:</td>
<td>$37.28</td>
<td>$37.28</td>
</tr>
<tr>
<td>Marble, Stone &amp; Polisher, etc</td>
<td>$0.75*</td>
<td>$0.75*</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:

Building-Marble Restoration:
Marble, Stone & Polisher

$21.30

**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>Term</th>
<th>1st-750</th>
<th>751-1500</th>
<th>1501-2250</th>
<th>2251-3000</th>
<th>3001-3750</th>
<th>3751-4500</th>
<th>4501-5250</th>
<th>5251-6000</th>
<th>6001-6750</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$25.50</td>
<td>$30.25</td>
<td>$34.00</td>
<td>$37.28</td>
<td>+ $0.53*</td>
<td>+ $0.60*</td>
<td>+ $0.68*</td>
<td>+ $0.75*</td>
<td></td>
</tr>
<tr>
<td>01/01/2013</td>
<td>Additional</td>
<td>Additional</td>
<td>Additional</td>
<td>Additional</td>
<td>$0.53*</td>
<td>$0.60*</td>
<td>$0.68*</td>
<td>$0.75*</td>
<td></td>
</tr>
</tbody>
</table>

* To be allocated at a future date

Supplemental Benefits Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>01/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$19.45</td>
<td>$20.06</td>
</tr>
<tr>
<td></td>
<td>$20.69</td>
<td>$21.30</td>
</tr>
</tbody>
</table>

** To be allocated at a future date

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>Term</th>
<th>1st-750</th>
<th>751-1500</th>
<th>1501-2250</th>
<th>2251-3000</th>
<th>3001-3750</th>
<th>3751-4500</th>
<th>4501-5250</th>
<th>5251-6000</th>
<th>6001-6750</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$27.56</td>
<td>$37.56</td>
<td>$47.56**</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st-750</th>
<th>751-1500</th>
<th>1501-2250</th>
<th>2251-3000</th>
<th>3001-3750</th>
<th>3751-4500</th>
<th>4501-5250</th>
<th>5251-6000</th>
<th>6001-6750</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<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>
</tr>
</tbody>
</table>

07/01/2012 - Apprentices receive an additional amount* based on term.
12/03/2012 - Apprentices receive an additional amount* based on term.

*To be allocated at a future date

Supplemental Benefits per hour paid:

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>
</table>

Mason - Building 03/01/2013

JOB DESCRIPTION Mason - Building

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

WAGES
Building:
Per Hour: 07/01/2012 07/01/2013
Mosaic & Terrazzo Mechanic $45.93 plus $1.25* $1.25*
Mosaic & Terrazzo Finisher $44.36 plus $1.22* $1.23*

* 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** $47.15

* Applies to overtime on weekdays & saturdays
** Applies to overtime hours on Sundays & Holidays & 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, 8, 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.

<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>1-750</td>
<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.
Mason - Building 03/01/2013

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.
Finishers $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
1st term 0-750 $14.32
2nd term 750-1500 15.14
3rd term 1501-2250 15.94
4th term 2251-3000 16.77
5th term 3001-3750 17.99
6th term 3751-4500 19.62

07/01/2012 - Apprentices receive an additional amount*:

<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>
<th>9th</th>
</tr>
</thead>
<tbody>
<tr>
<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>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>$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>

* To be allocated at a future date

Supplemental Benefits:
(Per Hour)
1st term $10.79
2nd term 10.80
3rd term 10.81
4th term 10.82
5th term 10.83
6th term 10.86
Mason - Building / Heavy&Highway 03/01/2013

JOB DESCRIPTION  Mason - Building / Heavy&Highway

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

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

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
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>1-</td>
<td>751-</td>
<td>1501-</td>
<td>2251-</td>
<td>3001-</td>
<td>3751-</td>
<td>4501-</td>
<td>5251-</td>
<td></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>
<td></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

9-7/20-MF

Mason - Building / Heavy&Highway 03/01/2013

JOB DESCRIPTION  Mason - Building / Heavy&Highway

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

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

Cement Mason  $ 44.63  $1.00*

* 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
Per Hour:

Cement Mason  $ 32.37

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.

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

Supplement Benefits per hour paid:
Apprentices:
1st term $22.11
2nd term $24.16
3rd term $26.21

---

**Mason - Building / Heavy&Highway**

**JOB DESCRIPTION** Mason - Building / Heavy&Highway

**DISTRICT** 4

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

**WAGES**

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

Per Hour: 07/01/2012

Stone Setter $57.61
Stone Tender $39.28

**SUPPLEMENTAL BENEFITS**

Per Hour:

Stone Setter $24.96
Stone Tender $16.01

**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>Term</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**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 4

**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>
<th>07/01/2013</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$25.40</td>
<td>$28.76</td>
<td>$33.43</td>
</tr>
<tr>
<td>2nd</td>
<td>$28.76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd</td>
<td>$33.43</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th</td>
<td>$39.92</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Apprentices Supplemental Benefits:
(per hour paid)

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>07/01/2013</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$55.74</td>
<td>$58.26</td>
<td>$60.82</td>
</tr>
<tr>
<td>Instrument Man</td>
<td>$43.30</td>
<td>$46.00</td>
<td>$48.70</td>
</tr>
<tr>
<td>Rodman</td>
<td>$27.97</td>
<td>$30.80</td>
<td>$33.63</td>
</tr>
</tbody>
</table>

Supplemental Benefits:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>07/01/2013</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$60.28</td>
<td>$63.90</td>
<td>$67.52</td>
</tr>
<tr>
<td>Instrument Man</td>
<td>$44.28</td>
<td>$47.20</td>
<td>$50.12</td>
</tr>
<tr>
<td>Rodman</td>
<td>$37.11</td>
<td>$40.20</td>
<td>$43.31</td>
</tr>
</tbody>
</table>

Operating Engineer - Building 03/01/2013

JOB DESCRIPTION  Operating Engineer - Building

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

WAGES
Wages:
(Per Hour) 07/01/2012 07/01/2013 Additional

Building Constr:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>07/01/2013</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$55.74</td>
<td>$58.26</td>
<td>$60.82</td>
</tr>
<tr>
<td>Instrument Man</td>
<td>$43.30</td>
<td>$46.00</td>
<td>$48.70</td>
</tr>
<tr>
<td>Rodman</td>
<td>$27.97</td>
<td>$30.80</td>
<td>$33.63</td>
</tr>
</tbody>
</table>

Steel Erection:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>07/01/2013</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$55.74</td>
<td>$58.26</td>
<td>$60.82</td>
</tr>
<tr>
<td>Instrument Man</td>
<td>$43.49</td>
<td>$46.15</td>
<td>$48.81</td>
</tr>
<tr>
<td>Rodman</td>
<td>$29.25</td>
<td>$32.15</td>
<td>$35.01</td>
</tr>
</tbody>
</table>

Heavy Construction:
Foundation, Excavation., etc.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2012</th>
<th>07/01/2013</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$60.28</td>
<td>$63.90</td>
<td>$67.52</td>
</tr>
<tr>
<td>Instrument Man</td>
<td>$44.28</td>
<td>$47.20</td>
<td>$50.12</td>
</tr>
<tr>
<td>Rodman</td>
<td>$37.11</td>
<td>$40.20</td>
<td>$43.31</td>
</tr>
</tbody>
</table>
All Classifications $ 29.78

Premium*

All Categories $ 38.47

Premium**

All Classes $ 53.16

*Apply to instances where 1-1/2 regular rate are paid

**Applies to instances where 2 times the regular rate are paid

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

* Doubletime paid on the 8th hour on Saturday.

Note:Overtime code "A" applies to Building Construction Category.

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

** Applies to Building Construction category

---

Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction

03/01/2013

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction

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

WAGES

STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting& bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature; Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights(Driving maintenance trucks and mounted-welded machines)-All Pumps(excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies( When three or more are on jobsite), Skid-Steer and similar machines

Group 2: Maintenance of: Pumps, Generators,Mixers,Heaters

Group 3: Oilers of all gasoline, electric, diesel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses, Assist in oiling, greasing and repairing of all machines, including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers(Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors(3 or more in battery)

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes
Group 4: Installing, repairing, maintaining, dismantling (of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters (1 through 7), Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints) - Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumulator for shield-driven tunnels, in addition to the performance of other duties: Handling, installation, jointing, coupling of all permanent steel and plastic pipe. RIDE UPON MOLES - tunnel boring machines - MICRO TUNNELING SYSTEMS, All temporary pipefitting; When three or more motorized concrete buggies (Ride type) are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer. The Operating Engineer on autogrades (C.M.I.) is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

<table>
<thead>
<tr>
<th>Group</th>
<th>Steel Erection:</th>
<th>Building Construction:</th>
<th>Heavy Construction:</th>
<th>SUPPLEMENTAL BENEFITS</th>
<th>REGISTERED APPRENTICES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per hour</td>
<td>07/01/2012</td>
<td>07/01/2013</td>
<td>Additional</td>
<td>( 1 ) year terms at the following wage rates:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>07/01/2012</td>
<td></td>
<td></td>
<td>Wages Per Hour:</td>
</tr>
<tr>
<td>Group 1</td>
<td>$ 55.44</td>
<td>$ 2.52*</td>
<td></td>
<td></td>
<td>Apprentices:</td>
</tr>
<tr>
<td>Group 2</td>
<td>$ 51.92</td>
<td>2.42*</td>
<td></td>
<td></td>
<td>1st: $21.64</td>
</tr>
<tr>
<td>Group 3</td>
<td>$ 39.69</td>
<td>2.06*</td>
<td></td>
<td></td>
<td>2nd: $27.05</td>
</tr>
<tr>
<td>Group 1</td>
<td>$ 52.58</td>
<td>$ 2.37*</td>
<td></td>
<td></td>
<td>3rd: $29.75</td>
</tr>
<tr>
<td>Group 2</td>
<td>$ 40.97</td>
<td>2.04*</td>
<td></td>
<td></td>
<td>4th: $32.45</td>
</tr>
<tr>
<td>Group 3</td>
<td>$ 50.01</td>
<td>2.30*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 4</td>
<td>$ 37.28</td>
<td>1.94*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 5</td>
<td>$ 32.30</td>
<td>1.84*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 1</td>
<td>$ 37.56</td>
<td>$ 2.45*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 2</td>
<td>$ 38.53</td>
<td>2.49*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 3</td>
<td>$ 74.44</td>
<td>3.77*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 4</td>
<td>$ 56.74</td>
<td>3.14*</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

Per Hour:

| All Classifications | $ 31.12 |
| Premium Time        | $ 55.84 |

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

( 1 ) year terms at the following wage rates:

<table>
<thead>
<tr>
<th>Apprentices:</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$21.64</td>
<td>$27.05</td>
<td>$29.75</td>
<td>$32.45</td>
</tr>
</tbody>
</table>

Supplemental Benefits:

Per Hour:

| All Apprentices: | $ 20.12 |
| Premium Time     | $ 33.84 |

Operating Engineer - Building / Heavy&Highway

03/01/2013

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

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

WAGES

EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stetco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.
Per Hour: 07/01/2012 07/01/2013

Maintenance Engineer
(Sewer Systems)
$ 56.74 $ 3.14*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2012

Journeyman
$ 31.12
Premium Time
$ 55.84

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
(1) year terms at the following wage rates.

Apprentices:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21.64</td>
<td>$27.05</td>
<td>$29.75</td>
<td>$32.45</td>
</tr>
</tbody>
</table>

Supplemental Benefits:
Per Hour:

All Apprentices: $ 20.12
Premium Time $ 33.84

9-15Sewer Operating Engineer - Building & Steel Erection 03/01/2013

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

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

WAGES
Per Hour: 07/01/2012

Building Construction & Steel Erection:

STEEL ERECTION:

Three Drum Derricks $ 68.77
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts,
Boom Trucks $ 66.22
Compressors, Welding Machines, Bridge Inspection Machines,
Moog and machines of a similar nature) $ 40.88
Compressors (Not combined with welding machines) $ 39.13

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes $ 67.05
Double Drum $ 63.25
4 Pole Hoists and Single Drum Hoists $ 61.06
Fork Lifts, Plaster (Platform Machine) Plaster Bucket, Concrete
Pumps and all other equipment used for hoisting $ 55.46
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>House Cars and Rack &amp; Pinion</td>
<td>$ 50.60</td>
</tr>
<tr>
<td>*House Cars (New Projects)</td>
<td>$ 40.38</td>
</tr>
<tr>
<td>Erecting and dismantling of Cranes</td>
<td>$ 61.72</td>
</tr>
<tr>
<td>Compressors, Welding Machines(Cutting Concrete-Tank Work),</td>
<td></td>
</tr>
<tr>
<td>Paint Spraying, Sand Blasting, Pumps(With the exclusion of concrete pumps),</td>
<td></td>
</tr>
<tr>
<td>House Car (Settlement basis only), All Engines irrespective of power(Power-Vac)</td>
<td></td>
</tr>
<tr>
<td>used to drive auxiliary equipment Air, Hydraulic,etc.,Boilers, Jacking System</td>
<td>$ 41.32</td>
</tr>
</tbody>
</table>

*APPLIES TO PROJECTS STARTED AFTER 07/01/2011.

**APPLICABLE TO ALL CATEGORIES:**

<table>
<thead>
<tr>
<th>CRANES: Crawler Or Truck</th>
<th>In Addition To Above Crane Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>100' to 149' Boom</td>
<td>$ 1.75/hr</td>
</tr>
<tr>
<td>150' to 249' &quot;</td>
<td>2.00/hr</td>
</tr>
<tr>
<td>250' to 349' &quot;</td>
<td>2.25/hr</td>
</tr>
<tr>
<td>350' to 450' &quot;</td>
<td>2.75/hr</td>
</tr>
<tr>
<td>Tower Crane</td>
<td>2.00/hr</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2012

- All Operator Classes: $ 30.43
- Premium Time: $ 55.41

**OVERTIME PAY**

See (*C, **D, O) on OVERTIME PAGE

*Note:Applies to Building Construction category

**Note: Applies to Steel Erection

**HOLIDAY**

Paid: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE

Note:

Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

**REGISTERED APPRENTICES**

Wage Per Hour:

Apprentices (1) year terms at the following rates:

<table>
<thead>
<tr>
<th>Date</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$ 26.34</td>
<td>$ 32.93</td>
<td>$ 39.52</td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

- Straight Time: $ 20.43
- Premium Time: $ 35.41

**Operating Engineer - Heavy Construction** 03/01/2013

**JOB DESCRIPTION** Operating Engineer - Heavy Construction

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

**WAGES**

Per Hour:

Group 1: Tower Crane/Climbing Crane

9-14 B&S
Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection: Hydraulic Clam Shells, Moles and machines of a similar nature

Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists

Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature

Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,

Group 6: All Drills and machines of a similar nature

Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers

Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)

Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)

Group 10: Concrete Mixer

Group 11: Elevators

Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer

Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console

Group 14: Barrier Mover, Barrier Transport and machines of a similar nature

Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill

Group 16: Boilers (High pressure), Compressors, Pumps (River Cofferdam) and Welding Machines (except where arc is operated by another Operating Engineer) Push Button Machines, All Engines, irrespective of power (Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Group 17: Utility-Horizontal Boring Rig

Group 18: Utility Compressors

Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill

Group 20: Paving-Asphalt Roller

Group 21: Paving-Asphalt Plant

Group 22: Roller (non paving, all sizes)

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000 lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Roostabout Cranes, Conveyors, Ballast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under), Curb & Gutter Pavers and machines of a similar nature

Group 25: Post Hole Digger, Ditch Winch, Road Finishing Machines, Rollers (5 tons and under), Dual Purpose Trucks, Forklifts, Dempsey Dumpsters, Fireman

Group 26: Oiler (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Oiler (Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

Group 28: Steam Equipment Operator (Water rigs, steam shovels, power boilers, derrick boats)

WAGES: (per hour)  

<table>
<thead>
<tr>
<th>Group</th>
<th>07/01/2012</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$ 81.09</td>
<td>$ 3.98*</td>
</tr>
</tbody>
</table>

Page 113
<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>26.34</td>
<td>$20.43</td>
</tr>
<tr>
<td>2</td>
<td>32.93</td>
<td>$27.05</td>
</tr>
<tr>
<td>3</td>
<td>39.52</td>
<td>$29.75</td>
</tr>
<tr>
<td>4</td>
<td>21.64</td>
<td>$18.47</td>
</tr>
<tr>
<td>5</td>
<td>27.05</td>
<td>$22.60</td>
</tr>
<tr>
<td>6</td>
<td>32.45</td>
<td>$26.05</td>
</tr>
</tbody>
</table>

* To be allocated at a future date

Cranes: Crawler or Truck

- 100' to 149' $0.50 per hour additional to above Crane Rates
- 150' to 249' $0.75 per hour additional to above Crane Rates
- 250' to 349' $1.00 per hour additional to above crane Rates
- 350' to 450' $1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th>Groups</th>
<th>Regular Time</th>
<th>Premium Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-22</td>
<td>$30.43</td>
<td>$55.41</td>
</tr>
<tr>
<td>23-28</td>
<td>$31.12</td>
<td>$55.84</td>
</tr>
</tbody>
</table>

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

<table>
<thead>
<tr>
<th>Groups</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-22</td>
<td>$26.34</td>
<td>$32.93</td>
<td>$39.52</td>
<td></td>
</tr>
<tr>
<td>23-28</td>
<td>$21.64</td>
<td>$27.05</td>
<td>$29.75</td>
<td>$32.45</td>
</tr>
</tbody>
</table>

Supplemental Benefits:

<table>
<thead>
<tr>
<th>Groups</th>
<th>Regular Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-22</td>
<td>$20.43</td>
</tr>
</tbody>
</table>
Premium Time $ 35.41
Groups 23-28
Regular Time $ 20.12
Premium Time $ 33.84

Operating Engineer - Marine Construction

 JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRIBUTION 4

ENTIRE COUNTIES

WAGES
Per Hour:
DREDGING OPERATIONS 07/01/2012
CLASS A
Operator, Leverman, $ 32.89
Lead Dredgerman

CLASS A1
To conform to Operating Engineer
Dozer, Front Loader Prevailing Wage in locality where work
Operator is being performed including benefits.

CLASS B
Spider/Spill Barge Operator, $ 28.49
Tug Operator(over1000hp),
Operator II, Fill Placer,
Derrick Operator, Engineer,
Chief Mate, Electrician,
Chief Welder,
Maintenance Engineer

Certified Welder, $ 26.84
Boat Operator(licensed)

CLASS C
Drag Barge Operator, $ 26.14
Steward, Mate,
Assistant Fill Placer,
Welder (please add)$ 0.06

Boat Operator $ 25.29

CLASS D
Shoreman, Deckhand, $ 21.09
Rodman, Scoonman, Cook,
Messman, Porter/Janitor

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

---

### JOB DESCRIPTION Painter

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

### WAGES

<table>
<thead>
<tr>
<th>Work Period</th>
<th>Per hour:</th>
<th>Brush</th>
<th>Abatement/Removal of lead based</th>
<th>Spray &amp; Scaffold</th>
<th>Fire Escape</th>
<th>Decorator</th>
<th>Paperhanger/Wall Coverer</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>11/01/2012</td>
<td>05/01/2013</td>
<td>$39.85</td>
<td>$39.85</td>
<td>$39.85</td>
<td>$42.85</td>
<td>$37.44</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$40.35</td>
<td>$40.35</td>
<td>$43.35</td>
<td>$37.44</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$41.85</td>
<td>$41.85</td>
<td>$44.85</td>
<td>$39.00</td>
</tr>
</tbody>
</table>

*Before calculating premium pay, deduct $0.10 from hourly wage rate. Does not apply to paperhanger.

#### SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th>Work Period</th>
<th>Per hour worked:</th>
<th>Paperhanger</th>
<th>All others</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>11/01/2012</td>
<td>05/01/2013</td>
<td>$29.71</td>
<td>$29.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$20.97</td>
<td>$20.97</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$23.09*</td>
<td>$23.47*</td>
</tr>
</tbody>
</table>

* Applies only to " All others" catergory, not paperhanger journeyman.

#### OVERTIME 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.

<table>
<thead>
<tr>
<th>Term</th>
<th>Work Period</th>
<th>Per hour:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>07/01/2012</td>
<td>11/01/2012</td>
<td>05/01/2013</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appr 1st term...</td>
<td></td>
<td>$15.05</td>
<td>$15.25</td>
<td>$15.85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appr 2nd term...</td>
<td></td>
<td>$19.76</td>
<td>$19.91</td>
<td>$20.76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appr 3rd term...</td>
<td></td>
<td>$23.94</td>
<td>$24.24</td>
<td>$25.14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appr 4th term...</td>
<td></td>
<td>$31.92</td>
<td>$32.32</td>
<td>$33.52</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits:

<table>
<thead>
<tr>
<th>Term</th>
<th>Work Period</th>
<th>Per Hour worked:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Appr 1st term...</td>
<td>$10.23</td>
<td>$10.23</td>
<td>$10.23</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Appr 2nd term...</td>
<td>$12.92</td>
<td>$12.92</td>
<td>$12.92</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Appr 3rd term...</td>
<td>$15.20</td>
<td>$15.20</td>
<td>$15.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Appr 4th term...</td>
<td>$19.70</td>
<td>$19.70</td>
<td>$19.70</td>
<td></td>
</tr>
</tbody>
</table>

9-NYDCS-B/S
**JOB DESCRIPTION**  Painter

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

**PARTIAL COUNTIES**
Nassau: Atlantic Beach, Cedarhurst, East Rockaway, 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 South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to Northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing 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 & Sands Point, Manor Haven, & Harbour Acres.

**WAGES**

<table>
<thead>
<tr>
<th>Date</th>
<th>Drywall Taper</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$47.48</td>
</tr>
<tr>
<td>12/26/2012</td>
<td>$47.98</td>
</tr>
<tr>
<td>06/26/2013</td>
<td>$48.48</td>
</tr>
<tr>
<td>01/01/2014</td>
<td>$48.98</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

| Per Hour: | Journeyworker | $18.22 |

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

Before calculating premium pay subtract $4.16 from hourly wage rate

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$17.43</td>
<td>$28.53</td>
<td>$38.01</td>
</tr>
<tr>
<td>12/26/2012</td>
<td>$17.63</td>
<td>$28.83</td>
<td>$38.41</td>
</tr>
<tr>
<td>06/26/2013</td>
<td>$17.83</td>
<td>$29.13</td>
<td>$38.81</td>
</tr>
<tr>
<td>01/01/2014</td>
<td>$48.98</td>
<td>$29.43</td>
<td>$39.21</td>
</tr>
</tbody>
</table>

Note: Before calculating premium pay, deduct the amount shown below from Apprentice hourly wage.

1st term: $ .10 from hourly wage rate
2nd term: $ 2.54 from hourly wage rate
3rd term: $ 3.35 from hourly wage rate

**Supplemental Benefits per hour worked:**

<table>
<thead>
<tr>
<th>Term</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$10.35</td>
</tr>
<tr>
<td>2nd term</td>
<td>$14.17</td>
</tr>
<tr>
<td>3rd term</td>
<td>$16.20</td>
</tr>
</tbody>
</table>

**Prevailing Wage Rates for 07/01/2012 - 06/30/2013**
Publishe by the New York State Department of Labor

**Painter - Bridge & Structural Steel**

**JOB DESCRIPTION**  Painter - Bridge & Structural Steel

**ENTIRE COUNTIES**

**WAGES**

Per Hour Worked:

<table>
<thead>
<tr>
<th>Date</th>
<th>Bridge Painting</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$51.23</td>
</tr>
<tr>
<td>10/1/2012</td>
<td>$52.23</td>
</tr>
</tbody>
</table>

**STEEL:**

Bridge Painting  Additional $6.00 per hour above hourly rate, whether straight time or overtime

Page 117
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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Journeyworker</th>
<th>Hourly Rate after 40 hours</th>
<th>Hourly Rate after 50 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$ 26.80*</td>
<td>$ 6.75 only</td>
<td>$ 6.75 only</td>
</tr>
<tr>
<td>10/1/2012</td>
<td>$ 27.05</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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>Date</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$ 20.55</td>
<td>$ 30.78</td>
<td>$ 41.00</td>
</tr>
<tr>
<td>10/01/2012</td>
<td>$ 20.95</td>
<td>$ 31.38</td>
<td>$ 41.80</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th>Date</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012</td>
<td>$ 8.35</td>
<td>$ 19.00</td>
<td>$ 22.90</td>
</tr>
<tr>
<td>10/01/2012</td>
<td>$ 8.70</td>
<td>$ 19.15</td>
<td>$ 23.10</td>
</tr>
</tbody>
</table>

9-DC-9/806/155-BrSS

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 paid: 07/01/2012
Journeyworker:
Striping-Machine operator $ 14.18
Lineman Thermoplastic $ 14.55

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

JOB DESCRIPTION Painter - Metal Polisher
DISTRICT 9

ENTIRE COUNTIES

WAGES
07/01/2012

Metal Polisher $ 26.11
Metal Polisher** $ 27.02
Metal Polisher*** $ 29.61

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2012
Journeyworker:
All classification $ 12.92

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

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage</td>
<td>$13.50</td>
<td>$15.00</td>
<td>$18.00</td>
</tr>
</tbody>
</table>

Supplements benefits:
Per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage</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
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:
(per hour)

(1) 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 year</td>
<td>40%</td>
<td>45%</td>
</tr>
<tr>
<td>Second year</td>
<td>55%</td>
<td>60%</td>
</tr>
<tr>
<td>Third year</td>
<td>70%</td>
<td>75%</td>
</tr>
</tbody>
</table>

Supplemental Benefits:
(per hour paid):
(1) year term broken down into six month periods:
1st year:

<table>
<thead>
<tr>
<th>Period</th>
<th>Benefit</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>

**JOB DESCRIPTION** Plumber

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

**WAGES**
Per hour worked: 07/01/2012
Plumber  $52.04
Repairs & Alterations*  $33.24

*Repair & alteration work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines.

**SHIFT WORK:**
Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven (7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits. For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.
SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2012

Plumber: Journeyworker $36.91
Repairs & Alterations $15.65

OVERTIME PAY

OVERTIME:

Plumber  See (C, O, V) on OVERTIME PAGE.
Repairs & Alterations  See (B, H) on OVERTIME PAGE.

Before calculating premium pay, subtract $0.28 from regular hourly wage rate.

HOLIDAY

HOLIDAY:

Plumber  See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
Repairs & Alterations  Paid:  See (1) on HOLIDAY PAGE.
Overtime:  See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages:

(Per Hour)

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

*Apprentices: 1st&2nd 3rd&4th 5th&6th 7th&8th 9th 10th
07/01/2009 $14.28 $16.44 $20.34 $23.19 $24.59 $36.66

Supplemental Benefits per hour paid:

(1/2) year term at the following dollar amount:

07/01/2009 1st 2nd 3rd-10th
$.43 $2.68 $15.97

*Note: The Repairs & Alterations Category has NO Apprentices.

Roofer 03/01/2013

JOB DESCRIPTION  Roofer  DISTRICT 9

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

WAGES

Per Hour: 07/01/2012

Roofer/Waterproofer $39.00

SUPPLEMENTAL BENEFITS

Journeyworker $27.92

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid:  See (1) on HOLIDAY PAGE
Overtime:  See (5, 6, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of Journeyworkers hourly wage.

1st 2nd 3rd 4th
35% 50% 60% 75%

Supplements per hour paid at the following rates:

Apprentice: 1st 2nd 3rd 4th
$4.24 $14.13 $16.88 $21.03
Sheetmetal Worker 03/01/2013

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:

1st Term $16.41
2nd Term $18.80
3rd Term $21.35
4th Term $24.04
5th Term $25.30
6th Term $27.43
7th Term $33.35
8th Term $35.95
9th Term $38.98

Supplemental Benefits as Follows:

1st Term $18.01
2nd Term $19.76
3rd Term $21.47
4th Term $23.21
5th Term $24.77
6th Term $26.81
7th Term $30.23
8th Term $31.34
9th Term $32.45

4-28

Sheetmetal Worker 03/01/2013

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:

- 1st Term 35%
- 2nd Term 40%
- 3rd Term 45%
- 4th Term 50%
- 5th Term 55%
- 6th Term 60%
- 7th Term 65%
- 8th Term 70%
- 9th Term 75%
- 10th Term 80%

SUPPLEMENTAL BENEFITS
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>
<th>6th Term</th>
<th>7th Term</th>
<th>8th Term</th>
<th>9th Term</th>
<th>10th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$13.20</td>
<td></td>
<td></td>
<td>$16.19</td>
<td></td>
<td>$23.27</td>
<td></td>
<td>$27.17</td>
<td></td>
<td>$30.47</td>
<td></td>
</tr>
<tr>
<td>$14.69</td>
<td></td>
<td></td>
<td>$17.69</td>
<td>$24.89</td>
<td>$28.80</td>
<td>$30.47</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Additional to be allocated to either Wages or benefits.

NOTE: Add 30% to Hourly Wage for "Contracting Agency"
Mandated Off Shift Work.

Steamfitter

JOB DESCRIPTION Steamfitter

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

DISTRICT 4

WAGES
Per Hour: 07/01/2012 12/26/2012

- Steam/Sprinkler $56.81 *Additional $0.75/Hr
- Fitter
- Temporary $43.19 *Additional $0.75/Hr
- Heat & AC

*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</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAGES per hour:</td>
<td>$22.76</td>
<td>$28.44</td>
<td>$36.95</td>
<td>$45.46</td>
<td>$48.30</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFIT
Per Hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPLEMENTAL BENEFIT Per Hour:</td>
<td>$18.83</td>
<td>$23.20</td>
<td>$29.72</td>
<td>$36.35</td>
<td>$38.43</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:
Party Chief: $33.70
Instrument Man.. $28.38
Rodman......... $25.02

SUPPLEMENTAL BENEFITS
Per Hour:
All Crew Members: $11.70

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 - Heavy Construction
JOB DESCRIPTION Teamster - Heavy Construction
ENTIRE COUNTIES Bronx, Kings, New York, Queens, Richmond
WAGES Per Hour: 07/01/2012
Truck Driver/Chauffer (Debris Removal, Street Level and below)
Truck Drivers $37.005
Tractor Trailers $37.005
Euclid/Turnapull $37.57

SUPPLEMENTAL BENEFITS
Per Hour:
All Classifications $29.30+
* $9.4525
* This Portion Calculated at
Same Premium as Shown for Overtime.

OVERTIME PAY
See (B, E, Q, *T) on OVERTIME PAGE
* Applies to Holidays that fall in codes 5 and 6 below

HOLIDAY
Paid: See (5, 6, 11, 16, 25) on HOLIDAY PAGE
Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

Welder
JOB DESCRIPTION Welder
WAGES Per hour 07/01/2012
Welder (To be paid the same rate of the mechanic performing the work)
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

(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

(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

(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.

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<td>(6)</td>
<td>New Year's, Thanksgiving, and Christmas</td>
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<td>(7)</td>
<td>Lincoln's Birthday, Washington's Birthday, and Veterans Day</td>
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**New York State Department of Labor - Bureau of Public Work**

**State Office Building Campus**

**Building 12 - Room 130**

**Albany, New York  12240**

### 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**

Submitted By:

(Check Only One)  ☐ Contracting Agency  ☐ Architect or Engineering Firm  ☐ Public Work District Office  Date:

<table>
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<tr>
<th>A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)</th>
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<td>☐ 02 OGS</td>
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<td>☐ 03 Dormitory Authority</td>
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<td>☐ 04 State University Construction Fund</td>
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<td>☐ 05 Mental Hygiene Facilities Corp.</td>
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<td>☐ 06 OTHER N.Y. STATE UNIT</td>
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<td>☐ 11 Town</td>
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<td>☐ 12 County</td>
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<td>☐ 13 Other Non-N.Y. State Facilities Corp.</td>
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<td>E-Mail:</td>
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| 3. SEND REPLY TO ☐ check if new or change) |
| Name and complete address: |
| Telephone: ( )  Fax: ( ) |
| E-Mail: |

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<th>B. PROJECT PARTICULARS</th>
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<td>6. Location of Project:</td>
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<td>County ________________________________</td>
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| 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**

**PW-39 (04.11)**
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
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APPENDIX D

IRAN DIVESTMENT ACT
Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the list is posted on the OGS website at http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

By entering into this Contract, the Municipality/Sponsor (or any assignee) certifies that it will not utilize on said Contract any contractor or subcontractor that is identified on the prohibited entities list.

Additionally, the Municipality/Sponsor agrees that, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. The Municipality/Sponsor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Municipality/Sponsor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.