

CONSTRUCTION CONTRACT

This Construction Contract (the "Contract") is made as of _____ (the "Effective Date") by and between El Paso Community MHMR d/b/a Emergence Health Network, a governmental agency established under the Texas Health and Safety Code and subject to Texas Government Code Chapter 2258- Prevailing Wage Rates (herein, "EHN") located at 1600 Montana Avenue, El Paso, Texas 79902, and _____ (herein, "Contractor").

EHN desires to obtain such service from Contractor and Contractor desires to provide such services.

THEREFORE, in consideration of the mutual promises set forth below and other valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as to follows:

1. **Description of Services.** Contractor will provide to EHN the following services (collectively, the "Services"):
2. **Scope of Work.** Contractor will provide all services, materials and labor for the construction of _____ described above at the following location: _____, herein after referred to as the "Worksite". The Scope of Work shall include building and construction materials, necessary labor and site security, and all required tools and machinery included for completion of the Services. **CONTRACTOR SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD EHN HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY CONTRACTOR OR ITS SUBCONTRACTOR(S) IN FURTHERANCE OF THIS CONTRACT.**
3. **Plans, Specifications and Construction Documents.** EHN will make available to Contractor all plans, specifications, drawings, blueprints, and similar construction documents necessary for Contractor to provide the Services. Any such materials shall remain the property of EHN, or the architect, as applicable. Contractor will promptly return all such materials to EHN upon completion of the Services.
4. **Compliance with Laws.** Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to the **TEXAS PREVAILING WAGE LAW** (attached as **Exhibit A** and incorporated by reference), the Fair Labor Standards Act, the Americans with Disabilities Act, and the Family Medical Leave Act.
5. **Work Site.** EHN warrants that it has authorization to enter into this contract and has been authorized by any applicable landlord to proceed with construction at the Worksite.
6. **Materials and/or Labor Provided; Surety Bonds.** Contractor shall provide to EHN a list of each and every party furnishing materials and/or labor to Contractor as part of the Services to include the dollar amounts due or expected to be due with regard to the provision of Services. The list of materials/labor is attached as **Exhibit B** and incorporated by reference. Contractor represents and warrants that the list is a true and correct statement of each and every party providing materials/labor as part of the Services. Contractor may substitute materials only with the written approval of EHN, provided that the substituted materials are no lesser quality than those previously agreed upon by the parties.

THE CONTRACTOR SHALL FURNISH SEPARATE PERFORMANCE AND PAYMENT BONDS TO EHN. EACH BOND SHALL SET FORTH A PENAL SUM IN AN AMOUNT NOT LESS THAN THE CONTRACT

PRICE SPECIFIED UNDER PARAGRAPH 7, BELOW. EACH BOND FURNISHED BY THE CONTRACTOR SHALL INCORPORATE BY REFERENCE THE TERMS OF THIS CONTRACT AS FULLY AS THOUGH THEY WERE SET FORTH VERBATIM IN SUCH BONDS. IN THE EVENT THE CONTRACT PRICE IS ADJUSTED BY CHANGE ORDER EXECUTED BY THE CONTRACTOR, THE PENAL SUM OF BOTH THE PERFORMANCE BOND AND THE PAYMENT BOND SHALL BE DEEMED INCREASED BY LIKE AMOUNT. THE PERFORMANCE AND PAYMENT BONDS FURNISHED BY THE CONTRACTOR SHALL BE IN FORM SUITABLE TO EHN AND SHALL BE EXECUTED BY A SURETY, OR SURETIES, REASONABLY ACCEPTABLE TO EHN.

7. **Payment.** Payment shall be made to Contractor in the amount of [REDACTED] upon completion of the Services. The amount indicated above shall represent a Fixed Price amount payable to Contractor unless modified pursuant to a valid Change Order, as provided herein.
8. **Term.** Contractor shall commence the work to be performed upon a Notice to Proceed issued by EHN in writing and shall complete the Services no later than [REDACTED] days following the date of the Notice to Proceed. Contractor shall provide a Notice of Completion upon completion of the project and issuance of any final permits, if applicable.
9. **Change Order.** EHN may make changes to the Scope of Work from time to time during the term of this Contract. Any such change or modification shall only be made in a written Change Order which is signed and dated by both parties. Such Change Orders shall become part of this Contract and shall indicate the Fixed Price amount, the cost of the change and work related to the Change Order, and the new contract amount. Any change in completion time shall also be indicated on the Change Order.
10. **Permits.** Contractor shall obtain all necessary building permits. Contractor shall apply for and obtain any other necessary permits and licenses required by the City of El Paso or any other governmental agency requiring same. The cost of building permits shall be included as part of the Fixed Price amount.
11. **Insurance.** Before work begins under this Contract, Contractor shall furnish certificates of insurance to EHN substantiating that Contractor has, in force, insurance for workers compensation, general liability, as well as builders' risk for injury or death for persons or for property damage incurred while Contractor is rendering the Services.
12. **Indemnification.** Contractor shall indemnify, hold harmless and defend EHN from all claims, loss, liability, and expense, including actual attorney's fees, arising out of or in connection with Contractor's Services performed under this Contract.
13. **Warranty.** Contractor shall provide its services and meet its obligations under this Contract in a timely and Workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in El Paso, Texas, and will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor on similar projects. If applicable, Contractor shall construct any structures in conformance with plans, specification and any other requirements provided by EHN or EHN's authorized agent to Contractor.
14. **Free Access to Worksite.** EHN will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. If applicable, Contractor will make reasonable efforts to protect driveways, parking lots, lawns, shrubs and other vegetation. Contractor also agrees to keep Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.
15. **Inspection.** EHN shall have the right to inspect all work performed under this Contract. Contractor shall promptly correct any defects or incomplete items upon notification by EHN.

16. **Default.** The occurrence of any of the following shall constitute a material default under this Contract: (a) The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under the Bankruptcy Laws of the United States; or (b) A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party;
17. **Remedies.** In addition to any and all other rights a party may have available according to the laws of the State of Texas, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract, the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe, with sufficient detail, the nature of the default. The party receiving said notice shall have ten (10) days from the effective date of said notice to cure the default(s) or begin substantial completion of completion cannot be made as set forth in Paragraph 8, above. The failure to cure, or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.
18. **Force Majeure.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control (herein, "Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term, Force Majeure shall include, but not be limited to: acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
19. **Arbitration.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. During any arbitration proceedings related to this Contract, the parties shall continue to perform their respective obligations under this Contract. In the event arbitration is necessary, each party shall be solely responsible for its attorney fees and costs.
20. **Entire Contract.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract, whether oral or written, concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.
21. **Severability.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
22. **Amendment.** This Contract may be modified or amended in writing, if the writing is signed by each party.

- 23. **Governing Law.** This Contract shall be construed in accordance with the, and governed by the laws of the State of Texas, without regard to any choice of law provisions. The parties agree that venue is proper in the state or federal district courts of El Paso County, Texas.
- 24. **Notice.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, or to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing, including any electronic means such as E-mail or facsimile.
- 25. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- 26. **EHN as a Governmental Entity.** Contractor expressly acknowledges that EHN is a governmental entity and as such is subject to the following laws, including, but not limited to: (a) Texas Prevailing Wage Law, Texas Government Code Chapter 2258; (b) Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101; (c) Texas Public Information Act, Texas Government Code Chapter 552; and (d) procurement regulations under Title 25 of the Texas Administrative Code and applicable procurement policies of EHN. Nothing in this Contract shall be construed as a waiver of EHN's rights and immunities under the Texas Tort Claims Act. **CONTRACTOR EXPRESSLY ACKNOWLEDGES THAT THIS PROJECT IS A PUBLIC WORK AND AS SUCH, CONTRACTOR REPRESENTS AND WARRANTS THAT ALL WORKERS WILL BE PAID AS REQUIRED UNDER THE TEXAS PREVAILING WAGE LAW AND ACCORDING TO THE WAGE SCHEDULE INCLUDED AS EXHIBIT C, WHICH IS INCORPORATED BY REFERENCE.**

AGREED TO AND ACCEPTED BY THE PARTIES.

EHN:

CONTRACTOR:

**EL PASO COMMUNITY MHMR
D/B/A EMERGENCE HEALTH NETWORK**

By: _____
Kristen Daugherty, LCSW, MBA
Chief Executive Officer

By: _____

Date: _____

Date: _____

EXHIBIT A
TEXAS PREVAILING WAGE LAW

GOVERNMENT CODE
TITLE 10. GENERAL GOVERNMENT
SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT
CHAPTER 2258. PREVAILING WAGE RATES

§ 2258.001. Definitions

In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

§ 2258.002. Applicability of Chapter to Public Works

(a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

§ 2258.003. Liability

An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

§ 2258.004. to 2258.020 [Reserved for expansion]

§ 2258.021. Right to Be Paid Prevailing Wage Rates

(a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

§ 2258.022. Determination of Prevailing Wage Rates

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (*40 U.S.C. Section 276a et seq.*), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (*40 U.S.C. Section 276a et seq.*), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

§ 2258.023. Prevailing Wage Rates to Be Paid by Contractor and Subcontractor; Penalty

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$ 60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

§ 2258.024. Records

(a) A contractor and subcontractor shall keep a record showing:

- (1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and
- (2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

§ 2258.025. Payment Greater Than Prevailing Rate Not Prohibited

This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

§ 2258.026. Reliance on Certificate of Subcontractor

A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

§ 2258.027. to 2258.050 [Reserved for expansion]

§ 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

§ 2258.052. Complaint; Initial Determination

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

§ 2258.053. Arbitration Required for Unresolved Issue

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

§ 2258.054. Arbitration Award; Costs

(a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

- (1) penalties as provided by Section 2258.023 and this section; and
- (2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

§ 2258.055. Arbitration Decision and Award Final

The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

§ 2258.056. Payment by Public Body to Worker; Action to Recover Payment

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

§ 2258.057. Withholding by Contractor

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

§ 2258.058. Criminal Offense

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

- (1) a fine not to exceed \$ 500;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

EXHIBIT B
LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

EXHIBIT C
2012 EL PASO CONSTRUCTION TRADES WAGE SURVEY:
2012 PREVAILING WAGE RATES- BUILDING



2012 PREVAILING WAGE RATES BUILDING

| CLASSIFICATION | BASE WAGE | BENEFITS | HOURLY PREVAILING WAGE RATE | (8 HOURS) PER DIEM WAGE RATE |
|---|-----------|----------|-----------------------------|------------------------------|
| Automatic Fire Sprinkler Fitter, Certified | 25.84 | 16.47 | 42.31 | 338.48 |
| Brick Masons and Block Masons | 17.84 | 0.00 | 17.84 | 142.72 |
| Carpenter – Rough | 14.71 | 0.00 | 14.71 | 117.68 |
| Carpenter -- All Other Work | 14.85 | 0.00 | 14.85 | 118.80 |
| Caulker / Sealers | 10.00 | 0.00 | 10.00 | 80.00 |
| Door & Hardware Specialist | 12.00 | 1.35 | 13.35 | 106.80 |
| Drywall and Ceiling Tile Installers | 12.50 | 0.00 | 12.50 | 100.00 |
| Drywall Finishers & Tapers | 14.00 | 0.00 | 14.00 | 112.00 |
| Electrician | 20.53 | 7.19 | 27.72 | 221.76 |
| Electronic Technician | 18.43 | 1.01 | 19.44 | 155.52 |
| Elevator Installers and Repairers | 31.35 | 15.1 | 46.45 | 371.60 |
| Fencer Erectors | 9.50 | 0.00 | 9.50 | 76.00 |
| Floor Layers -- Carpet & Resilient | 12.87 | 0.00 | 12.87 | 102.96 |
| Floor Layers -- Specialty | 13.00 | 0.00 | 13.00 | 104.00 |
| Floor Layers -- Wood | 11.50 | 0.00 | 11.50 | 92.00 |
| Fork Lift Operator | 18.00 | 5.83 | 23.83 | 190.64 |
| Glaziers | 10.00 | 0.00 | 10.00 | 80.00 |
| Hazardous Materials Removal Workers | 10.00 | 0.00 | 10.00 | 80.00 |
| Heating, Air Conditioning, and Refrigeration Service Technician | 22.00 | 0.00 | 22.00 | 176.00 |
| Insulation Workers -- Mechanical | 14.00 | 0.00 | 14.00 | 112.00 |
| Irrigator -- Landscape, Certified | 14.92 | 0.00 | 14.92 | 119.36 |
| Laborer, Common | 9.88 | 0.00 | 9.88 | 79.04 |
| Laborer, Skilled | 13.00 | 0.00 | 13.00 | 104.00 |
| Manlift Operator | 12.13 | 0.00 | 12.13 | 97.04 |
| Masons, Cement and Concrete Finishers | 13.25 | 0.00 | 13.25 | 106.00 |
| Mason, Rock | 17.97 | 0.00 | 17.97 | 143.76 |
| Mason, Stone | 11.91 | 0.00 | 11.91 | 95.28 |
| Painters | 10.00 | 0.00 | 10.00 | 80.00 |
| Paper Hanger | 10.00 | 0.50 | 10.50 | 84.00 |
| Pipelayers | 15.00 | 0.00 | 15.00 | 120.00 |
| Pipe Fitters and Steamfitters | 11.43 | 3.74 | 15.17 | 121.36 |
| Plaster and Stucco Applicator | 13.00 | 0.50 | 13.50 | 108.00 |
| Plumbers | 17.50 | 0.00 | 17.50 | 140.00 |
| Reinforcing Iron and Rebar workers | 18.38 | 4.64 | 23.02 | 184.16 |
| Roofers | 16.00 | 0.00 | 16.00 | 128.00 |
| Sheet Metal Workers | 23.19 | 0.00 | 23.19 | 185.52 |
| Structural Iron and Steel Workers | 17.20 | 0.00 | 17.20 | 137.60 |
| Tile and Marble Setters | 12.50 | 0.00 | 12.50 | 100.00 |
| Truck Drivers, Heavy and Tractor-Trailer | 14.69 | 0.00 | 14.69 | 117.52 |
| Truck Drivers, Light (under 26,000 GVW) | 15.00 | 0.00 | 15.00 | 120.00 |

2012 BUILDING DEFINITIONS

| | | |
|---|---|---|
| 1 | Automatic Fire Sprinkler Fitter, Certified | Installation, testing, inspecting and certifying of automatic fire suppression systems in any and all types of structures. Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) Standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain water, air, antifreeze, fire retardant foam, gas or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited to underground supply, standpipes, fire pumps as well as overhead piping systems. |
| 2 | Brickmasons and Blockmasons | Lay and bind building materials, such as brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct or repair walls, partitions, arches, sewers, and other structures. Exclude "Stonemasons". Classify installers of mortarless segmental concrete masonry wall units in "Landscaping and Grounds-keeping Workers". |
| 3 | Carpenters – Acoustical Ceiling Installation | Construct, erect, install, or repair the structure for acoustical ceiling tile. |
| 4 | Carpenter – Rough | Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways. |
| 5 | Carpenter – All Other Work | Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – Cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work. |
| 6 | Caulker / Sealers | Applies water proofing agents or caulk to a variety of structures and materials |
| 7 | Door & Hardware Specialist | Installs doors, hardware and accessories. |
| 8 | Drywall and Ceiling Tile Installers | Apply plasterboard or other wallboard to ceilings or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters". |

| | | |
|----|---|--|
| 9 | Drywall Finishers & Tapers | Seal joints between plasterboard or other wallboard to prepare wall surface for painting or papering. |
| 10 | Electrician | Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete installation of wiring systems. Includes installation of photovoltaic solar panels. |
| 11 | Electronic Technician | Set-up, rearrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring. |
| 12 | Elevator Installers and Repairers | Assemble, install, repair, or maintain electric or hydraulic freight or passenger elevators, escalators, or dumbwaiters. |
| 13 | Fence Erectors - Include with skilled labor | Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock & stone fences. |
| 14 | Floor Layers – Carpet and Resilient | Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and PCP. Exclude wood floors and specialty floors. |
| 15 | Floor Layers - Specialty | Prepares surface, installs and finishes specialty floor material such as that found in a gymnasium. |
| 16 | Floor Layers - Wood | Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish. |
| 17 | Fork Lift Operator | Person certified to operate a fork lift. (Industrial Forklift Operator is in Group 2 in the Heavy Schedule). |
| 18 | Glaziers | Install glass in windows, skylights, store fronts, and display cases, or on surfaces, such as building fronts, interior walls, ceilings, and tabletops. |
| 19 | Hazardous Materials Removal Workers | Identify, remove, pack, transport, or dispose of hazardous materials, including asbestos, lead-based paint, waste oil, fuel, transmission fluid, radioactive materials, contaminated soil, etc. Specialized training and certification in hazardous materials handling or a confined entry permit are generally required. May operate earth-moving equipment or trucks. Includes mold. |
| 20 | Heating, Air Conditioning and Refrigeration Service Technician | Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, and heating stoves. (Installation of systems are performed by sheet metal worker). Includes HVAC mechanic. |
| 21 | Insulation Workers - Floor, Ceiling, and Wall - Include with trade | Line and cover structures with insulating materials. May work with batt, roll, or blown insulation materials. May spray material to seal, insulate, or soundproof sections of structure. |

| | | |
|----|--|--|
| 22 | Insulation Workers – Mechanical | Apply insulating materials, adhesive and any other bonding materials to pipes, ductwork, tanks, boilers, expansion tanks, chiller tanks, grease ducts, valves, fittings, roof drains, or other mechanical systems in order to help control temperature. |
| 23 | Irrigator- Landscape, Certified | Certified to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water. |
| 24 | Laborer, Common | A general term used on construction work covering many unskilled occupations. Performs unskilled manual duties in all phases of construction. May use tools and other necessary equipment. Does not ordinarily perform work permitting exercise of independent judgment. |
| 25 | Laborer, Skilled | Performs manual duties in all phases of construction. May use simple tools and other necessary equipment. May assist other workers by performing a variety of duties such as furnishing materials tools and supplies and holding materials or tools during installation. May work on different phases or areas of a project or with different crafts. Is often transferred from job to job. May direct the work of the common laborer. Has the ability to work without close supervision. Degree of independent judgment required varies with the task performed. Includes tenders and hod carriers. |
| 26 | Landscaping and Grounds-keeping Workers – include with Common Labor | Landscape or maintain grounds of property using hand or power tools or equipment. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units. |
| 27 | Lather | Installs light iron and metal furring such as rods, channels, and other bars or systems to which metal lath, rock lath, or other materials used as a substitute for lath are to be attached. Installs metal lath, rock lath, and other materials used as a substitute for lath. Installs metal plastering accessories such as corner beads, door and window casing beads, metal picture mold, chair rails, and other metals plastering accessories which are covered and/or serve as ground or guard. |
| 28 | Locksmith | Self explanatory. |
| 29 | Manlift Operator - Include with trade | Self-explanatory. |
| 30 | Masons, Cement and Concrete Finishers | Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete masonry wall units in "Landscaping and Groundskeeping Workers". |
| 31 | Mason, Rock | Constructs partitions, fences, walks, etc., using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls. cutting or placing of rock in mortar or other similar material. |

| | | |
|----|---|---|
| 32 | Mason, Stone | Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, etc., using stone, marble, granite, slate and artificial stone. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair stone retaining wall, cutting or placing of stone in mortar or other similar material. |
| 33 | Mechanic | Maintains and repairs construction tools and equipment. |
| 34 | Medical Gas Installer, Certified | Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required. |
| 35 | Metal Building Erector | Assembles prefabricated metal buildings according to blueprint specification, using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Bolts sheet metal panels to framework. Reads blueprint to determine location of items, such as doors, windows, ventilators, and skylights and installs items, using cutting torch, wrenches, and power drill. Trims excess sheet metal, using cutting torch, power saw, and tin snips. |
| 36 | Millwright | Self-explanatory. |
| 37 | Painters - Building | Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers." |
| 38 | Paper Hanger | Measures, cuts, and hangs wallpaper. |
| 39 | Pipelayers | Lay pipe for storm or sanitation sewers, drains, and water mains. Perform any combination of the following tasks: grade trenches or culverts, position pipe, or seal joints. |
| 40 | Pipe Fitters and Steamfitters | Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings. Includes persons, not certified, who install fire sprinklers. |
| 41 | Plaster and Stucco Applicator | Apply interior or exterior plaster, cement, stucco, or similar materials. May also set ornamental plaster. Applies interior and exterior plastering of stone imitation or any patented materials when cast. Applies acoustical plaster or materials used as substitutes for acoustical plaster, as well as the preparatory pointing and taping of drywall surfaces to receive these finishes. Applies scratch and brown coats on walls and ceilings where tile, mosaic or terrazzo is to be applied. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding. Installs metal corner beads when stuck by using plastic materials. |
| 42 | Plumbers | Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. |
| 43 | Reinforcing Iron and Rebar Workers | Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools. Include rod busters. |

| | | |
|----|---|--|
| 44 | Roofers | Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs. |
| 45 | Sheet Metal Workers | Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, control boxes, drainpipes, architectural sheet metal, and furnace casings. Work may involve any of the following: setting up and operating fabricating machines to cut, bend, and straighten sheet metal; shaping metal over anvils, blocks, or forms using hammer; operating soldering and welding equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. |
| 46 | Structural Iron and Steel Workers | Raise, place, and unite iron or steel girders, columns, and other structural members to form completed structures or structural frameworks. May erect metal storage tanks and assemble prefabricated metal buildings. Exclude "Reinforcing Iron and Rebar Workers". |
| 47 | Tile and Marble Setters | Apply hard tile and marble to walls, floors, and ceilings. Includes Terrazzo. |
| 48 | Truck Drivers, Heavy and Tractor-Trailer (Greater than 26,000 GVW) | Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 GVW, to transport and deliver goods, livestock, or materials in liquid, loose, or packaged form. May be required to unload truck. May require use of automated routing equipment. Requires commercial drivers' license. |
| 49 | 53-3033.00 - Truck Drivers, Light or (Under 26,000 GVW) | Drive a truck or van with a capacity of under 26,000 GVW, primarily to deliver or pick up merchandise or to deliver packages within a specified area. May require use of automatic routing or location software. May load and unload truck. Exclude "Couriers and Messengers". |

- **Welder** - Receives rate prescribed for craft performing operation to which welding is incidental.