

CONSTRUCTION SERVICES AGREEMENT

Lighting Fixture LED Replacement Project

This Agreement is made and entered into September 17th, 2019, between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802-4297, referred to here as “City,” and **The Third Element**, 3116 East Lyndale Ave, Helena, MT 59601, referred to here as “Contractor.”

In consideration of the mutual covenants and agreements contained here, the receipt and sufficiency of the same being acknowledged, the parties agree as follows:

- 1. Purpose:** City agrees to hire Contractor as an independent contractor to perform services for City described in the Scope of Work, attached as Exhibit A.
- 2. Effective Date:** This agreement is effective on the date of its execution.
- 3. Scope of Work/Task Deadlines:** Contractor will perform the work and provide the services in accordance with the requirements of Exhibit A.
- 4. Payment:** City agrees to pay Contractor an amount not to exceed **Forty Thousand, Six Hundred Eighty-six Dollars (\$40,686.00)** for services performed pursuant to the Scope of Work. Any alteration or deviation from the described work that involves extra costs will be performed by Contractor after written request by the City and will become an extra charge over and above the agreement amount. The parties must agree in writing upon any extra charges.
- 5. Independent Contractor Status:** The parties agree that Contractor, is an independent contractor for purposes of this agreement and the parties agree that Contractor is and shall be an independent contractor when performing services pursuant to this agreement. Contractor is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers’ compensation coverage for all members and employees of Contractor’s business, except for those members who are exempted by law.

Contractor shall furnish the City with copies showing one of the following: (1) a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or (2) proof of exemption from workers’ compensation granted by law for independent contractors.

6. Indemnity and Insurance: For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or Contractor's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Contractor or Contractor's agents or employees.

For this purpose, Contractor shall provide City with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation—statutory
- Employers' Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Commercial General Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Automobile Liability—\$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Liability—\$1,000,000 per claim; \$2,000,000 annual aggregate

The City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7. Warranty: Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that he or she will be liable for any breach of this warranty for the lesser of a period of one (1) year from the time services are completed or any warranty described in the Scope of Services.

8. Compliance with Laws: Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. Contractor agrees to obtain, and maintain for the duration of its work for the City pursuant to this Agreement, a City business license. Contractor acknowledges and agrees that the City will make no payment under this Agreement until a valid City business license has been obtained.

9. Contractors' Gross Receipts Tax: Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

10. Minimum Wage Rates: In accordance with Montana Law (Section 18-2-403, MCA), on contracts for state, county, municipal school construction, heavy highway, or municipal

construction, repair, or maintenance work under any of the laws of the state, the Contractor shall give preference to the employment of bona fide Montana residents in the performance of said contract, and shall further pay the standard prevailing rate of wages including fringe benefits and travel allowances in effect as paid in the county or locality in which the work is being performed. The provisions of Section 18-2-409, MCA, requires 50 percent of the workers on the project to be Montana residents.

The minimum wages, if included as a part of the contract documents, are not controlling except as to the minimum for the purpose of the Davis-Bacon Act; therefore, it is incumbent upon each employer to pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. The prevailing wage rate schedule in effect at the time this project is first advertised shall be used throughout the duration of the contract as prescribed in Administrative Rules of Montana (ARM) 24.17.127(1)(c).

“Standard Prevailing Rate of Wages” is defined by Section 18-2-402, MCA, as including wages, fringe benefits for health and welfare and pension contributions, and travel allowance which are paid in the city or locality by other contractors for work of a similar character performed in the county or locality by each craft, classification, or type of worker needed to complete a contract.

In accordance with Montana Law (Section 18-2-422, MCA), each contractor and employer shall maintain payroll records in a manner readily capable of being certified for submission under MCA 18-2-423, for not less than three years after the Contractor’s completion of work on this project.

Travel allowance, if applicable, may or may not be all inclusive of “travel” and/or subsistence and travel time due employees. It is incumbent on the employer to determine the amounts due for each craft employed according to the method of computation outlined for each craft where applicable.

To comply with Section 18-2-406, MCA, the Contractor performing work or providing construction services shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.

Per Montana Law, (Section 18-2-407, MCA), any contractor, subcontractor, or employer who pays workers or employees at less than the standard prevailing wage as established under the public works contract shall forfeit a penalty at a rate of up to 20% of the delinquent wages plus fringe benefits, attorney fees, audit fees, and court costs. Money collected under this section must be deposited in the Montana general fund. A contractor, subcontractor, or employer shall also forfeit to the employee the amount of wages owed plus \$25 a day for each day that the employee was underpaid.

Copies of the current prevailing rate of wages may be obtained from the Montana State Department of Labor and Industry, Labor Standards Division, Helena, Montana.

Any infractions of the Laws of the State of Montana covering labor will be forwarded to the State of Montana, Department of Labor and Industry, Labor Standards Division.

The contractor performing work on a “public works contract” shall not pay less than the latest Montana Labor Standard Provisions minimum wage as determined by the U.S. Secretary of Labor. A copy of said wage rate is attached as part of the contract documents. The provisions of this part do not apply in those instances in which the standard prevailing rate of wages is determined by federal law. “Public works contract” means a contract for construction services let by the state, county, municipality, school district, or political subdivision or for non-construction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000.

Contractor shall utilize the Montana Statewide Davis-Bacon Heavy Construction Wage Rates included in the Montana Prevailing Wage Rate Schedule for Heavy Construction effective January 26, 2019, which is attached as Exhibit B.

11. Nondiscrimination and Affirmative Action: Contractor agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula’s Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled “Human Rights” or forfeit the right to continue such business dealings.

The City’s Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor’s designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an “affected” class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

12. Default and Termination: If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this agreement.

13. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by both parties hereto. The Contractor may not subcontract or assign Contractor’s rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

14. Liaison: City’s designated liaison with Contractor is **Don Schmidt** of the City’s Wastewater Division and Contractor’s designated liaison with City is **John Colley**.

15. Applicability: This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

16. Signing of Contract: The contract may be signed in counterparts and signed electronically by all parties.

IN WITNESS WHEREOF, the parties here have executed this instrument the day and year first above written.

CONTRACTOR:
The Third Element

MAYOR
City of Missoula, Montana

John Colley

John Engen

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Martha L. Rehbein, CMC, City Clerk

Jim Nugent, City Attorney

(SEAL)

EXHIBIT A



DEPARTMENT OF PUBLIC WORKS / WASTEWATER FACILITY

TREATMENT PLANT: 1100 CLARK FORK LN • MISSOULA, MT 59808 • (406) 552-6600
MAILING: 435 RYMAN ST • MISSOULA, MT 59802-4297 • FAX: (406) 552-6614

7/19/2019

Electrical Contractor,

You are invited to provide a quotation for the Lighting Fixture LED Replacement Project for the City of Missoula Wastewater Treatment Facility. If you would like to visit the facility, please, call for an appointment.

To complete the quotation, please:

- Review the attached Scope of Services and Schedule of Fixtures
 - The Contractor can provide a quote in their standard format
 - Please, add the costs to the Scope of Services, Part 4
 - Complete the Company information below
 - Return to me by mail or scan a copy and e-mail
-
- Must be received on, or before August 16th, 2019
 - The winning quote will be offered a contract to provide and install the energy saving light fixtures.

Thank you,

Gene Connell, Treatment Facility Superintendent
Missoula Wastewater Facility
435 Ryman 59802
Missoula, MT

Phone: 406-552-6611

Fax: 406-552-6614

gconnell@ci.missoula.mt.us

Company Name:	<u>The Third Element</u>
Representative Name:	<u>John Colley</u>
Mailing Address	<u>3116 East Lyndale Ave.</u>
	<u>Helena, MT 59601</u>
E-mail:	<u>JohnC@3EContractors.com</u>

City of Missoula Quote Specification

Light Fixture LED Replacement Project:

Missoula Water Reclamation Facility
1100 Clark Fork Lane

Scope of Services

1. Provide Materials

Lighting Fixtures

Provide the lighting fixtures listed in the attached Schedule of Fixtures.
Also, any incidental materials (wire, connectors, etc...)

2. Installation of Fixtures

Installation Labor

Install lighting fixtures listed in the attached Schedule of Fixtures at the indicated location.
Provide project oversight and any required equipment (ladders, lifts, etc...)

3. General Requirements

Master Electrician

The Contractor's Master Electrician shall oversee the work.

Business License

The contractor shall have a City of Missoula Business License.

Work Hours

Onsite work will be conducted between 7:30 am and 4:00pm Monday through Friday unless preapproved by the owner.

Changes

Any changes to this Scope or Quotation shall be preapproved in writing or e-mail by the Wastewater Facility Superintendent.

4. Cost Worksheet

Service

Cost

Total Cost of Fixtures

\$28,662.00

Total Cost of Labor, Equipment, Per Diem and
Project Oversight

\$12,024.00

Quotation
Total

\$40,686.00

EXHIBIT B

MONTANA PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2019

Effective: January 26, 2019

Steve Bullock, Governor
State of Montana

Galen Hollenbaugh, Commissioner
Department of Labor and Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at www.mtwagehourbopa.com or contact:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the department at (406) 444-6543.

GALEN HOLLENBAUGH
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 26 2019

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(a), states “*Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’*”

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as “...*a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...*”.

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states “*The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.*”

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *“...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, and Missoula.”*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(22), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(18), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states, *“...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.”* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-408, MCA states:

“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants

The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

WAGE RATES

BOILERMAKERS

Wage	Benefit
\$32.19	\$30.61

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

Travel:

0-120 mi. free zone
>120 mi. federal mileage rate/mi.

Special Provision:

Travel is paid only at the beginning and end of the job.

Per Diem:

0-70 mi. free zone
>70-120 mi. \$65.00/day
>120 mi. \$80.00/day

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$33.68	\$14.89

Travel:

0-20 mi. free zone
>20-35 mi. \$30.00/day
>35-55 mi. \$35.00/day
>55 mi. \$65.00/day

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CARPENTERS

Wage	Benefit
\$30.00	\$13.07

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$22.21	\$12.18

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$2.95/hr.
>60 mi. base pay + \$4.75/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$27.41	\$13.25

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$28.20	\$13.25

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Gravel Conveyor; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$28.95	\$13.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:
Asphalt Paving Machine; Asphalt Screed;
Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway
Highline; Concrete Batch Plant; Concrete Curing
Machine; Concrete Pump; Cranes, Creter; Cranes,
Electric Overhead; Cranes, 24 tons and under; Curb
Machine\Slip Form Paver; Finish Dozer; Front-End
Loader, over 5 cu. yds; Mechanic\Welder; Pioneer
Dozer; Roller Asphalt (Breakdown & Finish); Rotomill,
over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump;
YO-YO Cat.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$29.95	\$13.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and
incl. 44 tons; Crusher Operator; Finish Motor Patrol;
Finish Scraper.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$30.95	\$13.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$31.95	\$13.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes,
Whirley (All).

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$32.95	\$13.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$21.58	\$9.22

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$24.40	\$9.22

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

This group includes but is not limited to:

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker. See, Section S.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$24.54	\$9.22

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$25.26	\$9.22

This group includes but is not limited to:

Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

DIVERS

	Wage	Benefit
Stand-By	\$38.76	\$16.40
Diving	\$77.52	\$16.40

Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	\$2.00 per ft.
>100-150 ft.	\$3.00 per ft.
>150-220 ft.	\$4.00 per ft.
>220 ft.	\$5.00 per ft.

Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	\$1.00 per ft.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

DIVER TENDERS

Wage	Benefit
\$37.76	\$16.40

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

ELECTRICIANS

Wage	Benefit
\$34.08	\$14.59

Travel:

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone
>18-60 mi. federal mileage rate/mi.
>60 mi. \$75.00/day

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HEATING AND AIR CONDITIONING

Wage	Benefit
\$29.62	\$18.00

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

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Travel:

0-50 mi. free zone
>50 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Per Diem:

\$70/day

INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

Wage	Benefit
\$36.67	\$19.47

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

- 0-30 mi. free zone
- >30-40 mi. \$20.00/day
- >40-50 mi. \$30.00/day
- >50-60 mi. \$40.00/day
- >60 mi. \$45.00/day plus
 - \$0.56/mi. if transportation is not provided.
 - \$0.20/mi. if in company vehicle.
- >60 mi. \$86.00/day on jobs requiring an overnight stay plus
 - \$0.56/mi. if transportation is not provided.
 - \$0.20/mi. if in company vehicle.

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IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

Wage	Benefit
\$27.75	\$25.45

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:

- 0-45 mi. free zone
- >45-60 mi. \$40.00/day
- >60-100 mi. \$65.00/day
- >100 mi. \$85.00/day

Special Provision:

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
\$35.04	\$14.58

Duties Include:

All work on substations

Travel:

- No Free Zone
- \$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$27.35	\$13.70

Duties Include:

All work on substations

Travel:

- No Free Zone
- \$60.00/day

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$45.74	\$15.89

Duties Include:

All work on substations

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Travel:

No Free Zone
\$60.00/day

MILLWRIGHTS

Wage	Benefit
\$33.00	\$13.07

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

PAINTERS

Wage	Benefit
\$26.08	\$16.17

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Travel:

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

No free zone.
\$0.60/mi.

Per Diem:

\$80.00/day

PILE BUCKS

Wage	Benefit
\$30.00	\$13.07

Duties Include:

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
\$35.66	\$18.36

Duties Include:

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems. See, Section S.

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Travel:

0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$100.00/day.

SHEET METAL WORKERS

Wage	Benefit
\$29.62	\$18.00

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air conveyer systems, and exhaust systems. All lagging over insulation and all duct lining.

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Travel:

0-50 mi. free zone
>50 mi.

- \$0.25/mi. in employer vehicle
- \$0.65/mi. in employee vehicle

Per Diem:

\$70.00/day

SOLAR PHOTOVOLTAIC INSTALLERS

Wage	Benefit
\$33.58	\$14.56

Travel:

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$66.00/day

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TRUCK DRIVERS

Pilot Car Driver

No Rate Established

	Wage	Benefit
Truck Driver	\$28.88	\$9.37

Group 2:

Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.05/hr.

>60 mi. base pay + \$.485/hr.

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