

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL 455 MAIN ST
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

SEALED BID NO. CR-8297-M5

DATE: October 31, 2024

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Stephen R. McDonald

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: November 27, 2024

TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-8297-M5, Trees & Tree Planting Services / DPW & Parks - ARPA"**

The name and address of the bidder must appear in the upper left-hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Provide trees and tree planting services for a one-year period from January 1, 2025 through December 31, 2025 as per the requirements and specifications of the City of Worcester Department of Public Works and Parks. This contract may be renewed for a second one-year period through December 31, 2026 at the sole discretion of the City, the option of which to be determined at the end of the first contract year (See Page 10).
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ n/a must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. A performance bond in the amount of \$ n/a of the total dollar award is required.
5. A payment bond in the amount of \$ n/a of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: all apply
7. Other: **Questions pertaining to this bid must be directed to Stephen McDonald via email at MCDONALDS@worcesterma.gov**
8. The following meanings are attached to the defined words when used in this bid form.
 - (a) The word "City" means The City of Worcester, Massachusetts.
 - (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.

- (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - (d) The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at MCDONALDS@worcestermma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
 10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
 11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
 12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
 13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
 14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
 15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
 16. In case of error in the extension prices quoted herein, the unit price will govern.
 17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
 18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
 19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
 20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
 21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
 22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
 23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.

24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. AUTOMOBILE LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Prompt Pay discounts will be considered when determining the low bid except when prompt pay discounts are for a period of less than 30 days. In this event prompt pay discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to whom a contract is awarded guarantees to the City of Worcester all equipment, materials and/or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.

46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a “sex offense” or a “sex offense involving a child” or a “sexually violent offense” or would meet the definition of “sexually violent predator” as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.
47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor’s performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information (“CORI”) from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term “responsible bidder” means “a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance.” Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor’s inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor’s system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder’s care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days’ notice as otherwise provided herein.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name

Address

Zip Code

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership

Full names and addresses of all partners

Name

Address

Zip Code

Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name(s) of customer service representative(s) and contract administrator to be responsible for servicing this account in the event of contract award are:

Customer Service:

NAME (PLEASE PRINT) _____ TEL. NO. _____

Contract Admin.

NAME (PLEASE PRINT) _____ FAX. NO. _____

PLEASE INDICATE YOUR E-MAIL ADDRESS **E-MAIL:** _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) _____
Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES _____ NO X _____

Delivery to be made to: City of Worcester

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Estimated Quantity	Description	Unit Price	Total Amount
	<p>Provide trees & tree planting services for a one-year period from date of contract as per requirements and specifications of the City of Worcester Department of Public Works and Parks.</p> <p>See Pricing Pages**</p> <p>Questions pertaining to this bid must be directed to Stephen McDonald at MCDONALDS@worcesterma.gov</p>		

All materials and services under this bid/contract must comply with all ARPA funding regulations, including but not limited to, Buy American requirements, compliance with the Davis Bacon Act, payments bonds if the project value exceeds \$100,000, and registry with SAM.gov (this will necessitate vendors to have an active federal DUNS number). Further information can be found in this bid document and via this link: [SLFRF Compliance and Reporting Guidance Update 2.1 final \(treasury.gov\)](#).

TERMS, PROMPT PAY DISCOUNT _____% 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN _____ DAYS FROM DATE OF NOTIFICATION BY THE CITY.

(N.B. PLEASE REFER TO SECTION NO. 34 RELATIVE TO THE DELIVERY).

NAME OF BIDDER _____

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second contract period (1/1/2026 – 12/31/2026) at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed _____ % for the second contract period (1/1/2026 – 12/31/2026).

(TO BE COMPLETED BY BIDDER)

Name

Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND CONTRACT PERIOD OPTION,
PLEASE INDICATE BY CHECKING THIS BOX: ☐

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a second contract period option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

**City of Worcester
Department of Public Works and Parks
Parks, Recreation, & Cemetery Division
Forestry Tree Species Specification**

General

- A. The work of this section consists of furnishing trees for planting under separate contract:

Standards and Definitions

The following standards and definitions shall apply to the work of this Section.

1. ASNS: "American Standard for Nursery Stock," ANSI 260.1, latest edition published by the American Association of Nurserymen, (AAN).
2. SPN: "Standardized Plant Names" latest edition, by the American Joint Committee on Horticultural Nomenclature.
4. Massachusetts Standard Specifications – Latest edition of the Standard Specifications for Highways and Bridges as well as Landscape Design and Roadside Maintenance, The Commonwealth of Massachusetts, Department of Public Works, Latest Edition.
5. Pruning Standards: ANSI A300 Practices for Trees, Shrubs & Other Woody Plant Maintenance: Secretariat, National Arborist Association, PO Box 1094 Amherst NH 03031
6. "Owner" shall mean the Owner's designated representative- "Landscape Architect", "Engineer", or "Superintendent" as referenced herein, rendering approvals for the Owner.
7. "Contractor" as referenced herein, shall mean the contractor furnishing and planting the trees and performing all other related work of this contract.

Qualifications

The Contractor supplying these plants shall have all work completed by horticultural skilled workers, trained, and experienced in accepted nursery practices, with at least five (5) years of experience in Federal, State or Municipal Government contracts or work. The Contractor shall have the resources to supply 575 trees each season as identified in "Planting Season". This amount may be reduced or increased as needed. The work shall be done under the onsite supervision of a qualified planting supervisor. Said Supervisor must be a Massachusetts Certified Arborist or ISA Certified Arborist.

The Contractor shall supply three (3) references from Federal, State or Municipal Government contracts they have completed or currently underway. Contractor shall supply this information on the attached form.

Handling of Trees

- A. Trees shall be dug, handled, and transported so as to prevent damage of any sort including but not limited to breakage of branches, scraped or bruised trunk, or broken root ball.
- B. Trees shall be protected from desiccation during digging, storage, and transportation by watering, covering, and application of anti-desiccants, as necessary to ensure their continued health and viability.

Planting Season

- A. Contractor shall ensure that plants are dug during the dormant season immediately preceding the current planting season (the City will not accept trees that have been balled and stockpiled for more than one growing season)

Preliminary Acceptance

- A. During delivery each tree shall be inspected by the City of Worcester or its designee, the City reserves the right to refuse a tree that does not meet the specifications or has been damaged during transport

Payment:

- A. Upon preliminary acceptance the Contractor shall submit invoice for work completed under this section will be made at the contract unit price per each unit, which price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item in place and all other work specified in this section.

Plant Species'

- A. Work under this item consists of the supply of trees of the species specified herein, and in accordance with these specifications and as directed by the City of Worcester Department of Public Works & Parks; Parks, Recreation & Cemetery Division.

GENERAL REQUIREMENTS

1. Trees shall be nursery grown and have survived the last two winters in a climate substantially equal to Worcester.
2. The City of Worcester reserves the right to choose which trees will be purchased by walking said nursery and tagging said trees.
3. Tree stock, planting and maintenance must be in accordance with the American Standards for Nursery Stock or meet the minimum appropriate ANSI standards. Measurement of caliper shall be 6" above the finish grade as measured at the digging site at the nursery. A minimum of 50% of the plants furnished under each item shall be in the larger one half specified size ranges. All trees shall be in the 2 to 2.5" caliper range.
4. Trees shall have a single straight leader, not cut back unless specified otherwise. Trees shall have a symmetrical development, strong healthy branches, no included branch attachments starting from

approximately 6', 0" from grade. Below this point, the bark shall be clean, not scarred, and free from cankers.

5. All plants to be used for this contract shall be inspected by the City of Worcester or its designee upon delivery and the City of Worcester shall reserve the right to reject stock deemed sub-standard. The Contractor shall supply the tags with a continuous numbering system to log and track trees and plants stock. All stock shall conform to the American Standards for Nurserymen, Inc. This standard shall be referred to for nomenclature and dimensions of materials called for in this specification. The standards shall determine all requirements of acceptable nursery stock.
6. *All plants shall be true to botanical names and standards of size, culture and quality for the highest grades and standards.* Plants shall be tagged with the botanical name when delivered to the site. Plants shall be free from disease, injurious insects, mechanical wounds either fresh or healed, broken branches, decay, or any other defects. Special precautions to the root system of each plant shall be taken to avoid any unnecessary injury to and removal of fibrous roots.
7. All plants shall be delivered (as part of the bid) by the awarded contractor to a storage site designated by the Contractor and approved by the City of Worcester. Each plant shall be handled and packaged in the approved manner having to do with quality of soil during transit from nursery and delivery to the Contractor. All precautions that are customary in good trade practice shall be taken to ensure the arrival of the plants at the site of the project in good condition and for a successful life e.g., covering trees with a protective wrap during transportation.
8. The City reserves the right to reject any tree that it finds to not meet the above criteria or general forestry practices.

City of Worcester
Department of Public Works and Parks
Parks, Recreation, & Cemetery Division
Forestry Tree Planting Specification

General

B. The work of this section consists of planting all trees and related items as indicated on the plant list and/or as specified herein and includes, but is not limited to, the following:

1. Loam Borrow
2. Planting Soil Mix
3. Handling of Trees
4. Mulch
5. Fertilizer
6. Staking, Guying and Anchoring Material
7. Water
8. Planting Season
9. Planting Locations
10. Plant Pit Preparation
11. Plant Installation
12. Fertilizing
13. Mulching
14. Staking & Guying
15. Pruning
16. Preliminary Acceptance

The work to be done under this section shall require the Contractor to provide all labor, material, equipment, and transportation necessary for the planting of trees as specified herein.

Standards and Definitions

The following standards and definitions shall apply to the work of this Section.

- 1) ASNS: "American Standard for Nursery Stock," ANSI 260.1, latest edition published by the American Association of Nurserymen, (AAN).
- 2) SPN: "Standardized Plant Names". latest edition, by the American Joint Committee on Horticultural Nomenclature.
- 3) Massachusetts Standard Specifications – Latest edition of the Standard Specifications for Highways, Bridges, and Waterways, The Commonwealth of Massachusetts, Department of Public Works, Latest Edition.
- 4) Pruning Standards: ANSI A300 Practices for Trees, Shrubs & Other Woody Plant Maintenance: Secretariat, National Arborist Association, PO Box 1094 Amherst NH 03031
- 5) "Owner" shall mean the Owner's designated representative- "Landscape Architect", "Engineer", or "Superintendent" as referenced herein, rendering approvals for the Owner.

- 6) “Contractor” as referenced herein, shall mean the contractor furnishing and planting the trees and performing all other related work of this contract.

Examination of Conditions

- A. All areas to be planted shall be inspected by the Contractor before starting work and any defects shall be reported to the Owner prior to beginning this work. The commencement of work by the Contractor shall indicate acceptance of the areas to be planted and assumption of full responsibility for the work of this Section.
- B. The Contractor shall be solely responsible for judging the full extent of work requirements involved, including, but not limited to the potential need for storing and maintaining trees temporarily and/or rehandling plants prior to final installation.

Qualifications

The planting shall be done by horticulturally skilled workers, trained, and experienced in accepted nursery practices, with at least five (5) years of experience in Federal, State or Municipal Government experience. The Contract shall have the resources to plant 575 trees each season as identified in #8 “Planting Season”. The work shall be done under the supervision of a qualified planting supervisor demonstrating a background in landscape operations. Massachusetts Certified Arborist or ISA Certified arborist shall be onsite.

1. Loam

- A. Loam shall be a “fine sandy loam” or a “sandy loam” determined by mechanical analysis and based on the “USDA classifications system”, modified by the addition of crushed stone to reduce compaction, as directed by the Owner. It shall be of uniform composition, without admixture of subsoil. It shall be free of stones greater than two inches (2”), lumps, plants and their roots, debris and other extraneous matter. It shall not contain toxic substances harmful to plant growth. Loam shall contain not less than 5% or more than 8% organic matter as determined by the loss on ignition of oven-dried samples and contain stone less than 10% gravel (stone between #10 & ½).
- B. All loam shall be provided by the Contractor as loam borrow from off-site sources.
- C. All loam proposed for use shall be tested prior to use, and improved as necessary to satisfy specification requirements, in accordance with the testing laboratory’s recommendations.

2. Planting Soil Mix

- A. Planting soil mix for general planting of trees shall have a true pH value of 6.5 to 7.0

3. Handling of Trees

- A. Trees shall be dug, handled, and transported so as to prevent damage of any sort including but not limited to breakage of branches, scraped or bruised trunk, or broken root ball.

- B. Trees shall be protected from desiccation during digging, storage, and transportation by watering, covering, and application of anti-desiccants, as necessary to ensure their continued health and viability.

4. Mulch

- A. Mulch shall be shredded soft wood pine bark processed to yield fibrous, pliable slices not exceeding one half (1/2) inch in width and/or 3 inches in length. It shall be ninety-eight (98) percent organic matter with a pH range of 3.5 to 4.5. Moisture content of packaged material is not to exceed thirty-five (35) percent. Mulch shall not contain an excess of wood fiber, or an admixture of their materials as determined by the Owner.

5. Fertilizer

- A. Fertilizer for amending loam to meet test laboratory requirements for the particular type of planting to be done shall be a non-phytotoxic bio stimulant formulated to promote rapid root growth and regeneration. It shall be derived from organic composts and humus extracts and is compatible with fertilizers, herbicides, pesticides, fungicides, and absorbent gels. Material shall be Roots2 or approved equal.
- B. In addition to the soil amendment required above, fertilizer shall be provided for each tree through the use of slow-release fertilizer packets, packaged in plastic sacks with microspore holes, which provide for a controlled release of nutrients gradually over a minimum eight-year period. Tablets are acceptable.
- C. Each packet shall consist of four ounces of water-soluble fertilizer with a minimum guaranteed analysis of available elements as follows:

Nitrogen	16%
Phosphoric Acid	8%
Potash	16%

6. Staking, Guying and Anchoring Material

- A. Guys shall be new arbor tie made of nylon.
- B. Staking systems that are improperly anchored will be considered incomplete and will not be paid for.

7. Water

- A. Water shall be free from impurities injurious to plant growth.
- B. The Contractor shall be responsible to furnish its own supply of water to the site.
- C. Each tree shall be watered in prior to the final closing of the tree pit.

8. Planting Season

- A. The Contractor shall supply all trees to the City of Worcester. The Contractor is fully responsible for all tree stock. Contractor shall ensure that plants are maintained and cared for during the installation periods:

Fall: Deciduous Trees - September 15 through December 1

Spring Deciduous Trees - April 15 through June 15

9. Planting Locations

- A. Approved plant locations shall be marked on the pavement. Contractor to have pit locations checked by Dig-Safe for utility conflicts before any excavation or pavement removal is started.
- B. If it is necessary to adjust any of the locations because of unforeseen concealed conditions, notify the Owner and proceed as directed by the Owner.

10. Plant Pit Preparation

- A. Upon approval of plant locations and pavement removal (where applicable), excavate existing soils and remove all stumps and any other deleterious materials. Haul and legally dispose of excavated material off site.

Plant pits shall have vertical sides and flat bottoms, lightly scarified to aid in penetration by tree roots and shall be excavated to the full width and length of the surface opening.

- B. On all sides of the pit there shall be at least one (1) foot clearance between the root ball and side of tree pit
- C. Tree pits may require saw cutting per the city forester. All materials including but not limited to concrete and pavement shall be hauled and legally disposed of off-site by the contractor. Saw cutting tools shall be provided by the contractor. Dimensions of tree pits will be determined by the city forester prior to saw cut. Contractor will be responsible for excavating debris. Approved soil shall be replaced.

11. Plant Installation

- A. If the subsoil appears to be injurious to plant health, the Contractor shall, at the Owner's direction, fill the planting pit with enough planting mix to provide a twelve (12) inch depth when firmly tamped in place, prior to setting trees in place. If the subsoil does not appear to be deleterious, the tree root ball shall be set directly on level, undisturbed subgrade.
- B. Set trees to line and grade, with the root flare two (2) inches higher than the sidewalk surface or finish grade, centered in the planting pit, and plumbed straight.

- C. Cut and remove rope and wires and remove or layback the top 2/3 of burlap off the root ball if the ball is wrapped in burlap and rope tied. Do not pull burlap and wires out from under the root ball. Remove all non-biodegradable root ball materials if present.
- D. Backfill the planting pit with planting soil in layers not to exceed six (6) inches to half the pit depth. Water soil to settle. After watering, continue backfilling the mix until planting mix level is at the level, which the plant was previously grown. Water again and adjust soil level to compensate for any settlement, which may occur.
- E. Form a six (6) inch deep saucer around trees installed in lawns or other soft surfaces and tree (3)-inch saucer around trees installed in sidewalks or other paved areas.
- F. Reset trees to proper grade, align and plumb, retighten stakes and wires (tape?), and restore planting saucer and mulch as necessary to complete installation.
- G. Contractor shall be responsible to keep clean and cleanup all work areas each day. If a site is left in a condition that is not acceptable to the City of Worcester, the contractor shall immediately address area at no cost to the City of Worcester

12. Fertilizing

- A. Install fertilizer packets at depth of six (6) to eight (8) inches equally spaced around the plant, as it is being backfilled. Packets shall be installed per the manufacturer's instructions. Packets shall not be cut, ripped, or damaged. The application rates for fertilizer packets shall be one packet for each inch of tree trunk caliper. As documentation of compliance with this requirement the Contractor shall provide the Owner with receipted invoice showing the project name and quantity of packets supplied.

13. Mulching

- A. Place mulch material over entire saucer area, extending beyond the lip, for individual trees and over the entire area of planting beds and pits in sidewalks to a depth of three inches (3") after settlement.
- B. Place mulch immediately after planting. No mulch material shall be applied prior to the initial watering of plant materials upon installation.

14. Staking and Guying

- A. Line up stakes parallel to the curb line. Do not install stakes through the root ball.

15. Pruning

- A. Prune each tree in accordance with the workmanship requirements of "Pruning Standards" to preserve the natural character of the plant.
- B. Tree pruning shall be undertaken to the full height of the affected trees.

- C. Remove all dead wood or suckers and all broken or badly bruised branches. Never cut a leader or “turkey tail”. Trim lateral branches.
- D. Contractor to encourage apical dominance by removing one co-dominant leader as required.
- E. Pruning shall be undertaken to encourage good scaffold branching.
- F. All pruning shall be done in the presence of the Owner’s representative.

16. GPS Tree Locations

- A. Provide GPS coordinates for each tree planted
- B. Coordinates shall be made available in a format that is useable in the City of Worcester GIS system
- C. All GPS information shall be supplied along with the species & address of each tree

17. Preliminary Acceptance

After the completion of planting and all other related operations the Contractor shall make written request to the Owner for a formal inspection of the work. If plant materials and workmanship are acceptable upon inspection, written notice will be given to the Contractor stating that the work has received Preliminary Acceptance.

MEASUREMENT AND PAYMENT

MEASUREMENT

- A. The quantity of each work item paid for shall be the actual units of work authorized, installed in place

PAYMENT

- A. Upon preliminary acceptance the Contractor shall submit invoice for work completed under this section will be made at the contract unit price per each unit, which price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item in place, including maintenance and establishment period work and all other work specified in this section.
- B. No payment for tree planting will be made until mulch, stakes and guys are satisfactorily installed.

City of Worcester
Department of Public Works and Parks
Parks, Recreation, & Cemetery Division
Forestry Tree & Planting Services
Pricing Page

All materials and services under this bid/ contract must comply with all ARPA funding regulations, including but not limited to, Buy American requirements, compliance with the Davis Bacon Act, payment bonds if the project value exceeds \$100,000, and registry with SAM.gov (this will necessitate vendors to have and active federal DUNS number). Further information can be found in this bid document and via this link: [Coronavirus State and Local Fiscal Recovery Funds \(treasury.gov\)](https://www.treasury.gov/coronavirus/operations/local)

The city anticipates planting 575 trees in the spring of 2025 & 2026. This number will be determined by the amount of funding allocated to the project. It may be reduced or increased as needed. This will be a single year contract which will begin upon notice to proceed, with one (1) single year extension that will last until December 31, 2026.

Group1 - Trees

Species (Size 2 to 2 ½ inches) & includes purchase, delivery & planting of each

**** Native***

Estimated Quantity	Description (Tree Species)	Unit Price	Total Amount
35*	American Elm- (Ulmus americana hybrids)	\$_____	\$_____
35*	American hornbeam – (Ostrya carolinia)	\$_____	\$_____
35*	Black Gum – (Nyssa sylvatica)	\$_____	\$_____
35	Gleditsia Skyline	\$_____	\$_____
35*	Hackberry Celtis – (Occidentails)	\$_____	\$_____
35	Kentucky Coffee tree – (Gymnocladus dioicus)	\$_____	\$_____
35	London Plane Tree – (Plantanus x acerfolia) Blood Good	\$_____	\$_____
35*	Red Maple – (Acer rubrum) – Armstrong	\$_____	\$_____
35*	Sweetgum liquid – (styraciflua)	\$_____	\$_____

35	Tilia – (Corinthian)	\$ _____	\$ _____
15	Fraser Fir – (Abies Fraseri)	\$ _____	\$ _____
35*	Sugar Maple Acer saccharum	\$ _____	\$ _____
35	Ginkgo Ginkgo Biloba (Male only)	\$ _____	\$ _____
35*	Pin Oak (Quercus palustris)	\$ _____	\$ _____
35*	Red Oak (Quercus rubra)	\$ _____	\$ _____
35*	Tulip tree (Lirodendron Tulipifera)	\$ _____	\$ _____
35*	Basswood Tilia (americana)	\$ _____	\$ _____
575	Total Group 1:	\$ _____	\$ _____

Group 2 – Tree Planting GPS

Exact Quantities are unknown and will be based on funding

Estimated Quantity	Description *Tree Species)	Unit Price	Total Amount
575	Price per Tree with (GPS) – Location Coordinates (per section 16 of Forestry Tree Planting Specifications)	\$ _____	\$ _____

****AWARD TO BE MADE IN THE AGGREGATE. BIDDERS MUST BID ALL ITEMS IN BOTH GROUPS. ****

TOTAL BID PRICE (GROUPS 1 & 2): \$ _____

NAME OF BIDDER: _____

Group 3 – Tree Services (As Needed)

Estimated Quantity	Description	Unit Price
As Needed	Price for Saw Cutting of Planting Pit (Unit price to be utilized when Saw Cutting is required by the city (as per Tree planting specification 10-C). This price will be used as necessary but is NOT to be included in the per tree price)	\$_____
As Needed	Price for filling 500 tree water bags twice per week. (This price will be used as necessary but is NOT to be included in the per tree price)	\$_____

**City of Worcester
Department of Public Works and Parks
Parks, Recreation, & Cemetery Division
Forestry
Reference List**

- 1) Contact Name:**

Organization:

Address:

Phone Number:

Email:

- 2) Contact Name:**

Organization:

Address:

Phone Number:

Email:

- 3) Contact Name:**

Organization:

Address:

Phone Number:

Email:

CITY OF WORCESTER

Monthly Workforce Report

PROJECT NAME _____

Construction Manager: _____

Project: _____ Contract #: _____

Period Covered: _____ through _____

		GOAL - 38%		GOAL - 10%			
PROJECT-TO-DATE:		PEOPLE OF COLOR		FEMALE		MINORITY OWNED	WOMEN OWNED
Contractor/Sub-Contractor	Total Hours	PTD Hours	PTD Percentage	PTD Hours	PTD Percentage		
XX	600		0.0%		0.0%	YES / NO	YES / NO
						YES / NO	YES / NO
						YES / NO	YES / NO
						YES / NO	YES / NO
MONTHLY TOTAL:		600.0	0.00	0.0%	0.0	0.0%	

PROJECT NAME _____

Construction Manager: _____

Project: _____ Contract #: _____

Period Covered: _____ through _____

		GOAL - 38%		GOAL - 10%	
PROJECT-TO-DATE:		PEOPLE OF COLOR		FEMALE	
Trade	Total Hours	PTD Hours	PTD Percentage	PTD Hours	PTD Percentage
Carpenter	600.0	0.0	0.0%	0.0	0.0%
X					
X					
X					
X					
X					
MONTHLY TOTALS	600.0	0.0	0.0%	0.0	0.0%

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 20____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Worcester
Contract Number: CR-8297-M5 **City/Town:** WORCESTER
Description of Work: Provide trees and tree planting services for a one-year period from as per the requirements and specifications of the City of Worcester Department of Public Works
Job Location: Various Locations, City of Worcester, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$39.95	\$15.07	\$18.67	\$0.00	\$73.69
	12/01/2024	\$39.95	\$15.07	\$20.17	\$0.00	\$75.19
	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.02	\$15.07	\$18.67	\$0.00	\$73.76
	12/01/2024	\$40.02	\$15.07	\$20.17	\$0.00	\$75.26
	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.14	\$15.07	\$18.67	\$0.00	\$73.88
	12/01/2024	\$40.14	\$15.07	\$20.17	\$0.00	\$75.38
	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.28	\$9.65	\$17.80	\$0.00	\$66.73
	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	06/01/2024	\$41.80	\$14.50	\$11.05	\$0.00	\$67.35
	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
	For apprentice rates see "Apprentice- LABORER"					
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.28	\$9.65	\$17.80	\$0.00	\$66.73
	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2024	\$62.36	\$11.49	\$22.90	\$0.00	\$96.75
BRICKLAYERS LOCAL 3 (WORCESTER)	02/01/2025	\$63.66	\$11.49	\$22.90	\$0.00	\$98.05
	08/01/2025	\$65.81	\$11.49	\$22.90	\$0.00	\$100.20
	02/01/2026	\$67.16	\$11.49	\$22.90	\$0.00	\$101.55
	08/01/2026	\$69.36	\$11.49	\$22.90	\$0.00	\$103.75
	02/01/2027	\$70.76	\$11.49	\$22.90	\$0.00	\$105.15

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Worcester

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.18	\$11.49	\$22.90	\$0.00	\$65.57
2	60	\$37.42	\$11.49	\$22.90	\$0.00	\$71.81
3	70	\$43.65	\$11.49	\$22.90	\$0.00	\$78.04
4	80	\$49.89	\$11.49	\$22.90	\$0.00	\$84.28
5	90	\$56.12	\$11.49	\$22.90	\$0.00	\$90.51

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.83	\$11.49	\$22.90	\$0.00	\$66.22
2	60	\$38.20	\$11.49	\$22.90	\$0.00	\$72.59
3	70	\$44.56	\$11.49	\$22.90	\$0.00	\$78.95
4	80	\$50.93	\$11.49	\$22.90	\$0.00	\$85.32
5	90	\$57.29	\$11.49	\$22.90	\$0.00	\$91.68

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$46.63	\$9.65	\$18.22	\$0.00	\$74.50
	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2024	\$48.37	\$9.83	\$19.97	\$0.00	\$78.17
	03/01/2025	\$49.62	\$9.83	\$19.97	\$0.00	\$79.42
	09/01/2025	\$50.87	\$9.83	\$19.97	\$0.00	\$80.67
	03/01/2026	\$52.12	\$9.83	\$19.97	\$0.00	\$81.92
	09/01/2026	\$53.37	\$9.83	\$19.97	\$0.00	\$83.17
	03/01/2027	\$54.62	\$9.83	\$19.97	\$0.00	\$84.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
2	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
3	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
4	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
5	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
6	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
7	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77
8	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
2	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
3	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
4	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
5	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
6	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
7	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77
8	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77

Notes:

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
CARPENTERS-ZONE 3 (Wood Frame)	10/01/2025	\$27.75	\$7.02	\$4.80	\$0.00	\$39.57
	10/01/2026	\$28.85	\$7.02	\$4.80	\$0.00	\$40.67
All Aspects of New Wood Frame Work						

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
2	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
3	65	\$17.32	\$7.02	\$1.00	\$0.00	\$25.34
4	70	\$18.66	\$7.02	\$1.00	\$0.00	\$26.68
5	75	\$19.99	\$7.02	\$4.80	\$0.00	\$31.81
6	80	\$21.32	\$7.02	\$4.80	\$0.00	\$33.14
7	85	\$22.65	\$7.02	\$4.80	\$0.00	\$34.47
8	90	\$23.99	\$7.02	\$4.80	\$0.00	\$35.81

Effective Date - 10/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
2	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
3	65	\$18.04	\$7.02	\$1.00	\$0.00	\$26.06
4	70	\$19.43	\$7.02	\$1.00	\$0.00	\$27.45
5	75	\$20.81	\$7.02	\$4.80	\$0.00	\$32.63
6	80	\$22.20	\$7.02	\$4.80	\$0.00	\$34.02
7	85	\$23.59	\$7.02	\$4.80	\$0.00	\$35.41
8	90	\$24.98	\$7.02	\$4.80	\$0.00	\$36.80

Notes:
% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$18.52/ 3&4 \$21.07/ 5&6 \$28.70/ 7&8 \$31.26

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (WORCESTER)	01/01/2024	\$49.33	\$13.00	\$23.57	\$1.30	\$87.20
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Apprentice - CEMENT MASONRY/PLASTERING - Worcester

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$13.00	\$15.93	\$0.00	\$53.60
2	60	\$29.60	\$13.00	\$18.57	\$1.30	\$62.47
3	65	\$32.06	\$13.00	\$19.57	\$1.30	\$65.93
4	70	\$34.53	\$13.00	\$20.57	\$1.30	\$69.40
5	75	\$37.00	\$13.00	\$21.57	\$1.30	\$72.87
6	80	\$39.46	\$13.00	\$22.57	\$1.30	\$76.33
7	90	\$44.40	\$13.00	\$23.57	\$1.30	\$82.27

Notes:
Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$57.15	\$15.30	\$16.40	\$0.00	\$88.85
	12/01/2024	\$58.63	\$15.30	\$16.40	\$0.00	\$90.33
	06/01/2025	\$59.96	\$15.30	\$16.40	\$0.00	\$91.66
	12/01/2025	\$61.43	\$15.30	\$16.40	\$0.00	\$93.13
	06/01/2026	\$62.76	\$15.30	\$16.40	\$0.00	\$94.46
	12/01/2026	\$64.24	\$15.30	\$16.40	\$0.00	\$95.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
	06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
	12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
	06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
	12/01/2026	\$40.73	\$15.30	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	06/10/2024	\$45.53	\$9.65	\$18.40	\$0.00	\$73.58
LABORERS - ZONE 2	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/10/2024	\$46.53	\$9.65	\$18.40	\$0.00	\$74.58
	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	06/10/2024	\$46.28	\$9.65	\$18.40	\$0.00	\$74.33
	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	06/10/2024	\$46.53	\$9.65	\$18.40	\$0.00	\$74.58
	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/10/2024	\$46.28	\$9.65	\$18.40	\$0.00	\$74.33
	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	06/10/2024	\$45.53	\$9.65	\$18.40	\$0.00	\$73.58
	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34

Apprentice - *ELECTRICIAN - Local 96*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.82	\$13.99	\$0.56	\$0.00	\$33.37
2	45	\$21.17	\$13.99	\$0.64	\$0.00	\$35.80
3	48	\$22.58	\$13.99	\$15.79	\$0.00	\$52.36
4	55	\$25.88	\$13.99	\$16.26	\$0.00	\$56.13
5	65	\$30.58	\$13.99	\$16.91	\$0.00	\$61.48
6	80	\$37.64	\$13.99	\$17.90	\$0.00	\$69.53

Effective Date - 09/07/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.26	\$14.98	\$0.58	\$0.00	\$34.82
2	45	\$21.67	\$14.98	\$0.65	\$0.00	\$37.30
3	48	\$23.12	\$14.98	\$16.09	\$0.00	\$54.19
4	55	\$26.49	\$14.98	\$16.57	\$0.00	\$58.04
5	65	\$31.30	\$14.98	\$17.25	\$0.00	\$63.53
6	80	\$38.53	\$14.98	\$18.26	\$0.00	\$71.77

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2024	\$61.98	\$16.18	\$20.96	\$0.00	\$99.12
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2025	\$62.83	\$16.28	\$21.36	\$0.00	\$100.47
	01/01/2026	\$63.68	\$16.38	\$21.76	\$0.00	\$101.82
	01/01/2027	\$64.53	\$16.48	\$22.16	\$0.00	\$103.17

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.99	\$16.18	\$0.00	\$0.00	\$47.17
2	55	\$34.09	\$16.18	\$20.96	\$0.00	\$71.23
3	65	\$40.29	\$16.18	\$20.96	\$0.00	\$77.43
4	70	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
5	80	\$49.58	\$16.18	\$20.96	\$0.00	\$86.72

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.42	\$16.28	\$0.00	\$0.00	\$47.70
2	55	\$34.56	\$16.28	\$21.36	\$0.00	\$72.20
3	65	\$40.84	\$16.28	\$21.36	\$0.00	\$78.48
4	70	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
5	80	\$50.26	\$16.28	\$21.36	\$0.00	\$87.90

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2024	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2025	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
	01/01/2026	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
	01/01/2027	\$45.17	\$16.48	\$22.16	\$0.00	\$83.81

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	05/01/2024	\$50.79	\$15.00	\$16.40	\$0.00	\$82.19
OPERATING ENGINEERS LOCAL 4	11/01/2024	\$52.08	\$15.00	\$16.40	\$0.00	\$83.48
	05/01/2025	\$53.52	\$15.00	\$16.40	\$0.00	\$84.92
	11/01/2025	\$54.81	\$15.00	\$16.40	\$0.00	\$86.21
	05/01/2026	\$56.25	\$15.00	\$16.40	\$0.00	\$87.65
	11/01/2026	\$57.54	\$15.00	\$16.40	\$0.00	\$88.94
	05/01/2027	\$58.97	\$15.00	\$16.40	\$0.00	\$90.37

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2024	\$52.37	\$15.00	\$16.40	\$0.00	\$83.77
	11/01/2024	\$53.67	\$15.00	\$16.40	\$0.00	\$85.07
	05/01/2025	\$55.12	\$15.00	\$16.40	\$0.00	\$86.52
	11/01/2025	\$56.42	\$15.00	\$16.40	\$0.00	\$87.82
	05/01/2026	\$57.87	\$15.00	\$16.40	\$0.00	\$89.27
	11/01/2026	\$59.17	\$15.00	\$16.40	\$0.00	\$90.57
	05/01/2027	\$60.62	\$15.00	\$16.40	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2024	\$24.91	\$15.00	\$16.40	\$0.00	\$56.31
	11/01/2024	\$25.67	\$15.00	\$16.40	\$0.00	\$57.07
	05/01/2025	\$26.52	\$15.00	\$16.40	\$0.00	\$57.92
	11/01/2025	\$27.28	\$15.00	\$16.40	\$0.00	\$58.68
	05/01/2026	\$28.13	\$15.00	\$16.40	\$0.00	\$59.53
	11/01/2026	\$28.89	\$15.00	\$16.40	\$0.00	\$60.29
	05/01/2027	\$29.74	\$15.00	\$16.40	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$45.23	\$15.30	\$16.40	\$0.00	\$76.93
	12/01/2024	\$46.41	\$15.30	\$16.40	\$0.00	\$78.11
	06/01/2025	\$47.47	\$15.30	\$16.40	\$0.00	\$79.17
	12/01/2025	\$48.64	\$15.30	\$16.40	\$0.00	\$80.34
	06/01/2026	\$49.70	\$15.30	\$16.40	\$0.00	\$81.40
	12/01/2026	\$50.88	\$15.30	\$16.40	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$27.01	\$9.65	\$17.80	\$0.00	\$54.46
	12/01/2024	\$27.01	\$9.65	\$17.80	\$0.00	\$54.46
	06/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	12/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	06/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
	12/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	03/01/2024	\$49.47	\$8.83	\$20.27	\$0.00	\$78.57

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.74	\$8.83	\$1.76	\$0.00	\$35.33
2	55	\$27.21	\$8.83	\$1.76	\$0.00	\$37.80
3	60	\$29.68	\$8.83	\$3.52	\$0.00	\$42.03
4	65	\$32.16	\$8.83	\$3.52	\$0.00	\$44.51
5	70	\$34.63	\$8.83	\$16.75	\$0.00	\$60.21
6	75	\$37.10	\$8.83	\$16.75	\$0.00	\$62.68
7	80	\$39.58	\$8.83	\$18.51	\$0.00	\$66.92
8	85	\$42.05	\$8.83	\$18.51	\$0.00	\$69.39

Notes: Steps are 750 hrs.

% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$32.63/ 3&4 \$39.28/ 5&6 \$59.86/ 7&8 \$66.52

Apprentice to Journeyworker Ratio:1:1

<div> <div>FORK LIFT/CHERRY PICKER</div> <div>OPERATING ENGINEERS LOCAL 4</div> </div>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<div> <div>GENERATOR/LIGHTING PLANT/HEATERS</div> <div>OPERATING ENGINEERS LOCAL 4</div> </div>	06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
	06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
	12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
	06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
	12/01/2026	\$40.73	\$15.30	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<div> <div>GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</div> <div>GLAZIERS LOCAL 35 (ZONE 2)</div> </div>	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.82	\$15.30	\$0.00	\$0.00	\$46.12
2	60	\$33.62	\$15.30	\$16.40	\$0.00	\$65.32
3	65	\$36.42	\$15.30	\$16.40	\$0.00	\$68.12
4	70	\$39.22	\$15.30	\$16.40	\$0.00	\$70.92
5	75	\$42.02	\$15.30	\$16.40	\$0.00	\$73.72
6	80	\$44.82	\$15.30	\$16.40	\$0.00	\$76.52
7	85	\$47.63	\$15.30	\$16.40	\$0.00	\$79.33
8	90	\$50.43	\$15.30	\$16.40	\$0.00	\$82.13

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$31.61	\$0.00	\$0.00	\$0.00	\$31.61
2	60	\$34.49	\$15.30	\$16.40	\$0.00	\$66.19
3	65	\$37.36	\$15.30	\$16.40	\$0.00	\$69.06
4	70	\$40.24	\$15.30	\$16.40	\$0.00	\$71.94
5	75	\$43.11	\$15.30	\$16.40	\$0.00	\$74.81
6	80	\$45.98	\$15.30	\$16.40	\$0.00	\$77.68
7	85	\$48.86	\$15.30	\$16.40	\$0.00	\$80.56
8	90	\$51.73	\$15.30	\$16.40	\$0.00	\$83.43

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
For apprentice rates see "Apprentice- SHEET METAL WORKER"	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 96	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
For apprentice rates see "Apprentice- ELECTRICIAN"	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
For apprentice rates see "Apprentice- SHEET METAL WORKER"	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
HVAC (TESTING AND BALANCING -WATER) PLUMBERS LOCAL 4	09/01/2024	\$55.35	\$9.90	\$17.42	\$0.00	\$82.67
	03/01/2025	\$56.75	\$9.90	\$17.42	\$0.00	\$84.07
	09/01/2025	\$58.15	\$9.90	\$17.42	\$0.00	\$85.47
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"	03/01/2026	\$59.55	\$9.90	\$17.42	\$0.00	\$86.87

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PLUMBERS LOCAL 4</i>	09/01/2024	\$55.35	\$9.90	\$17.42	\$0.00	\$82.67
	03/01/2025	\$56.75	\$9.90	\$17.42	\$0.00	\$84.07
	09/01/2025	\$58.15	\$9.90	\$17.42	\$0.00	\$85.47
	03/01/2026	\$59.55	\$9.90	\$17.42	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.28	\$9.65	\$17.80	\$0.00	\$66.73
	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	09/01/2024	\$51.23	\$14.75	\$19.61	\$0.00	\$85.59
	09/01/2025	\$54.31	\$14.75	\$19.61	\$0.00	\$88.67
	09/01/2026	\$57.38	\$14.75	\$19.61	\$0.00	\$91.74

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Worcester

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.62	\$14.75	\$14.32	\$0.00	\$54.69
2	60	\$30.74	\$14.75	\$15.37	\$0.00	\$60.86
3	70	\$35.86	\$14.75	\$16.43	\$0.00	\$67.04
4	80	\$40.98	\$14.75	\$17.49	\$0.00	\$73.22

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.16	\$14.75	\$14.32	\$0.00	\$56.23
2	60	\$32.59	\$14.75	\$15.37	\$0.00	\$62.71
3	70	\$38.02	\$14.75	\$16.43	\$0.00	\$69.20
4	80	\$43.45	\$14.75	\$17.49	\$0.00	\$75.69

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (WORCESTER AREA)</i>	03/16/2024	\$53.67	\$8.35	\$26.70	\$0.00	\$88.72

Apprentice - IRONWORKER - Local 7 Worcester

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.20	\$8.35	\$26.70	\$0.00	\$67.25
2	70	\$37.57	\$8.35	\$26.70	\$0.00	\$72.62
3	75	\$40.25	\$8.35	\$26.70	\$0.00	\$75.30
4	80	\$42.94	\$8.35	\$26.70	\$0.00	\$77.99
5	85	\$45.62	\$8.35	\$26.70	\$0.00	\$80.67
6	90	\$48.30	\$8.35	\$26.70	\$0.00	\$83.35

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.12	\$9.65	\$18.40	\$0.00	\$51.17
2	70	\$26.97	\$9.65	\$18.40	\$0.00	\$55.02
3	80	\$30.82	\$9.65	\$18.40	\$0.00	\$58.87
4	90	\$34.68	\$9.65	\$18.40	\$0.00	\$62.73

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$18.40	\$0.00	\$51.97
2	70	\$27.90	\$9.65	\$18.40	\$0.00	\$55.95
3	80	\$31.89	\$9.65	\$18.40	\$0.00	\$59.94
4	90	\$35.87	\$9.65	\$18.40	\$0.00	\$63.92

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	06/01/2024	\$38.53	\$9.65	\$17.80	\$0.00	\$65.98
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.12	\$9.65	\$17.80	\$0.00	\$50.57
2	70	\$26.97	\$9.65	\$17.80	\$0.00	\$54.42
3	80	\$30.82	\$9.65	\$17.80	\$0.00	\$58.27
4	90	\$34.68	\$9.65	\$17.80	\$0.00	\$62.13

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$17.80	\$0.00	\$51.37
2	70	\$27.90	\$9.65	\$17.80	\$0.00	\$55.35
3	80	\$31.89	\$9.65	\$17.80	\$0.00	\$59.34
4	90	\$35.87	\$9.65	\$17.80	\$0.00	\$63.32

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	06/03/2024	\$38.62	\$9.65	\$17.76	\$0.00	\$66.03
	12/02/2024	\$39.95	\$9.65	\$17.76	\$0.00	\$67.36
	06/02/2025	\$41.34	\$9.65	\$17.76	\$0.00	\$68.75
	12/01/2025	\$42.72	\$9.65	\$17.76	\$0.00	\$70.13
	06/01/2026	\$44.16	\$9.65	\$17.76	\$0.00	\$71.57
	12/07/2026	\$45.60	\$9.65	\$17.76	\$0.00	\$73.01
	06/07/2027	\$47.05	\$9.65	\$17.76	\$0.00	\$74.46
	12/06/2027	\$48.50	\$9.65	\$17.76	\$0.00	\$75.91
	06/05/2028	\$50.00	\$9.65	\$17.76	\$0.00	\$77.41
	12/04/2028	\$51.50	\$9.65	\$17.76	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)					
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
	For apprentice rates see "Apprentice- LABORER"					
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
	This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"					
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
	For apprentice rates see "Apprentice- LABORER"					
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$49.32	\$11.49	\$21.62	\$0.00	\$82.43
	02/01/2025	\$50.36	\$11.49	\$21.62	\$0.00	\$83.47
	08/01/2025	\$52.08	\$11.49	\$21.62	\$0.00	\$85.19
	02/01/2026	\$53.16	\$11.49	\$21.62	\$0.00	\$86.27
	08/01/2026	\$54.92	\$11.49	\$21.62	\$0.00	\$88.03
	02/01/2027	\$56.04	\$11.49	\$21.62	\$0.00	\$89.15

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.66	\$11.49	\$21.62	\$0.00	\$57.77
2	60	\$29.59	\$11.49	\$21.62	\$0.00	\$62.70
3	70	\$34.52	\$11.49	\$21.62	\$0.00	\$67.63
4	80	\$39.46	\$11.49	\$21.62	\$0.00	\$72.57
5	90	\$44.39	\$11.49	\$21.62	\$0.00	\$77.50

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$11.49	\$21.62	\$0.00	\$58.29
2	60	\$30.22	\$11.49	\$21.62	\$0.00	\$63.33
3	70	\$35.25	\$11.49	\$21.62	\$0.00	\$68.36
4	80	\$40.29	\$11.49	\$21.62	\$0.00	\$73.40
5	90	\$45.32	\$11.49	\$21.62	\$0.00	\$78.43

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$64.52	\$11.49	\$23.56	\$0.00	\$99.57
	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
	08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
	02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
	08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
	02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.26	\$11.49	\$23.56	\$0.00	\$67.31
2	60	\$38.71	\$11.49	\$23.56	\$0.00	\$73.76
3	70	\$45.16	\$11.49	\$23.56	\$0.00	\$80.21
4	80	\$51.62	\$11.49	\$23.56	\$0.00	\$86.67
5	90	\$58.07	\$11.49	\$23.56	\$0.00	\$93.12

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.91	\$11.49	\$23.56	\$0.00	\$67.96
2	60	\$39.49	\$11.49	\$23.56	\$0.00	\$74.54
3	70	\$46.07	\$11.49	\$23.56	\$0.00	\$81.12
4	80	\$52.66	\$11.49	\$23.56	\$0.00	\$87.71
5	90	\$59.24	\$11.49	\$23.56	\$0.00	\$94.29

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) MILLWRIGHTS LOCAL 1121 - Zone 3	01/01/2024	\$41.20	\$10.08	\$21.22	\$0.00	\$72.50
	01/06/2025	\$43.48	\$10.08	\$21.22	\$0.00	\$74.78
	01/05/2026	\$45.76	\$10.08	\$21.22	\$0.00	\$77.06

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 3						
Effective Date - 01/01/2024						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.66	\$10.08	\$5.36	\$0.00	\$38.10
2	65	\$26.78	\$10.08	\$6.34	\$0.00	\$43.20
3	75	\$30.90	\$10.08	\$18.78	\$0.00	\$59.76
4	85	\$35.02	\$10.08	\$19.76	\$0.00	\$64.86
Effective Date - 01/06/2025						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.91	\$10.08	\$5.36	\$0.00	\$39.35
2	65	\$28.26	\$10.08	\$6.34	\$0.00	\$44.68
3	75	\$32.61	\$10.08	\$18.78	\$0.00	\$61.47
4	85	\$36.96	\$10.08	\$19.76	\$0.00	\$66.80
<div>Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours</div>						
Apprentice to Journeyworker Ratio:1:4						
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MORTAR MIXER	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
LABORERS - ZONE 2	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
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OILER (OTHER THAN TRUCK CRANES,GRADALLS)	06/01/2024	\$24.71	\$15.30	\$16.40	\$0.00	\$56.41
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
	06/01/2025	\$25.97	\$15.30	\$16.40	\$0.00	\$57.67
	12/01/2025	\$26.63	\$15.30	\$16.40	\$0.00	\$58.33
	06/01/2026	\$27.22	\$15.30	\$16.40	\$0.00	\$58.92
	12/01/2026	\$27.89	\$15.30	\$16.40	\$0.00	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
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OILER (TRUCK CRANES, GRADALLS)	06/01/2024	\$30.28	\$15.30	\$16.40	\$0.00	\$61.98
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$31.08	\$15.30	\$16.40	\$0.00	\$62.78
	06/01/2025	\$31.80	\$15.30	\$16.40	\$0.00	\$63.50
	12/01/2025	\$32.60	\$15.30	\$16.40	\$0.00	\$64.30
	06/01/2026	\$33.32	\$15.30	\$16.40	\$0.00	\$65.02
	12/01/2026	\$34.12	\$15.30	\$16.40	\$0.00	\$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2024	\$48.16	\$9.95	\$23.95	\$0.00	\$82.06
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.08	\$9.95	\$0.00	\$0.00	\$34.03
2	55	\$26.49	\$9.95	\$6.66	\$0.00	\$43.10
3	60	\$28.90	\$9.95	\$7.26	\$0.00	\$46.11
4	65	\$31.30	\$9.95	\$7.87	\$0.00	\$49.12
5	70	\$33.71	\$9.95	\$20.32	\$0.00	\$63.98
6	75	\$36.12	\$9.95	\$20.93	\$0.00	\$67.00
7	80	\$38.53	\$9.95	\$21.53	\$0.00	\$70.01
8	90	\$43.34	\$9.95	\$22.74	\$0.00	\$76.03

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.68	\$9.95	\$0.00	\$0.00	\$34.63
2	55	\$27.15	\$9.95	\$6.66	\$0.00	\$43.76
3	60	\$29.62	\$9.95	\$7.26	\$0.00	\$46.83
4	65	\$32.08	\$9.95	\$7.87	\$0.00	\$49.90
5	70	\$34.55	\$9.95	\$20.32	\$0.00	\$64.82
6	75	\$37.02	\$9.95	\$20.93	\$0.00	\$67.90
7	80	\$39.49	\$9.95	\$21.53	\$0.00	\$70.97
8	90	\$44.42	\$9.95	\$22.74	\$0.00	\$77.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2024	\$46.22	\$9.95	\$23.95	\$0.00	\$80.12
PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.11	\$9.95	\$0.00	\$0.00	\$33.06
2	55	\$25.42	\$9.95	\$6.66	\$0.00	\$42.03
3	60	\$27.73	\$9.95	\$7.26	\$0.00	\$44.94
4	65	\$30.04	\$9.95	\$7.87	\$0.00	\$47.86
5	70	\$32.35	\$9.95	\$20.32	\$0.00	\$62.62
6	75	\$34.67	\$9.95	\$20.93	\$0.00	\$65.55
7	80	\$36.98	\$9.95	\$21.53	\$0.00	\$68.46
8	90	\$41.60	\$9.95	\$22.74	\$0.00	\$74.29

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$9.95	\$0.00	\$0.00	\$33.66
2	55	\$26.08	\$9.95	\$6.66	\$0.00	\$42.69
3	60	\$28.45	\$9.95	\$7.26	\$0.00	\$45.66
4	65	\$30.82	\$9.95	\$7.87	\$0.00	\$48.64
5	70	\$33.19	\$9.95	\$20.32	\$0.00	\$63.46
6	75	\$35.57	\$9.95	\$20.93	\$0.00	\$66.45
7	80	\$37.94	\$9.95	\$21.53	\$0.00	\$69.42
8	90	\$42.68	\$9.95	\$22.74	\$0.00	\$75.37

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2024	\$44.82	\$9.95	\$23.95	\$0.00	\$78.72
PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.41	\$9.95	\$0.00	\$0.00	\$32.36
2	55	\$24.65	\$9.95	\$6.66	\$0.00	\$41.26
3	60	\$26.89	\$9.95	\$7.26	\$0.00	\$44.10
4	65	\$29.13	\$9.95	\$7.87	\$0.00	\$46.95
5	70	\$31.37	\$9.95	\$20.32	\$0.00	\$61.64
6	75	\$33.62	\$9.95	\$20.93	\$0.00	\$64.50
7	80	\$35.86	\$9.95	\$21.53	\$0.00	\$67.34
8	90	\$40.34	\$9.95	\$22.74	\$0.00	\$73.03

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.01	\$9.95	\$0.00	\$0.00	\$32.96
2	55	\$25.31	\$9.95	\$6.66	\$0.00	\$41.92
3	60	\$27.61	\$9.95	\$7.26	\$0.00	\$44.82
4	65	\$29.91	\$9.95	\$7.87	\$0.00	\$47.73
5	70	\$32.21	\$9.95	\$20.32	\$0.00	\$62.48
6	75	\$34.52	\$9.95	\$20.93	\$0.00	\$65.40
7	80	\$36.82	\$9.95	\$21.53	\$0.00	\$68.30
8	90	\$41.42	\$9.95	\$22.74	\$0.00	\$74.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2024	\$38.53	\$9.65	\$17.80	\$0.00	\$65.98
	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2024	\$39.78	\$15.07	\$18.67	\$0.00	\$73.52
	12/01/2024	\$39.78	\$15.07	\$20.17	\$0.00	\$75.02
	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63

Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;
(Same as set in Zone 1)

1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER <i>PLUMBERS LOCAL 4</i>	09/01/2024	\$55.35	\$9.90	\$17.42	\$0.00	\$82.67
	03/01/2025	\$56.75	\$9.90	\$17.42	\$0.00	\$84.07
	09/01/2025	\$58.15	\$9.90	\$17.42	\$0.00	\$85.47
	03/01/2026	\$59.55	\$9.90	\$17.42	\$0.00	\$86.87

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PLUMBER/PIPEFITTER - Local 4						
Effective Date - 09/01/2024						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.14	\$9.90	\$0.00	\$0.00	\$32.04
2	50	\$27.68	\$9.90	\$0.00	\$0.00	\$37.58
3	60	\$33.21	\$9.90	\$0.00	\$0.00	\$43.11
4	70	\$38.75	\$9.90	\$7.71	\$0.00	\$56.36
5	80	\$44.28	\$9.90	\$7.71	\$0.00	\$61.89
Effective Date - 03/01/2025						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.70	\$9.90	\$0.00	\$0.00	\$32.60
2	50	\$28.38	\$9.90	\$0.00	\$0.00	\$38.28
3	60	\$34.05	\$9.90	\$0.00	\$0.00	\$43.95
4	70	\$39.73	\$9.90	\$7.71	\$0.00	\$57.34
5	80	\$45.40	\$9.90	\$7.71	\$0.00	\$63.01
Notes:						
Steps - 2000 hrs; Step 4 w/lic 75%, Step 5 w/lic 85%						
Step 4 w/lic \$52.59, Step 5 w/lic \$57.44						
Apprentice to Journeyworker Ratio:1:3						
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PNEUMATIC CONTROLS (TEMP.) PLUMBERS LOCAL 4	09/01/2024	\$55.35	\$9.90	\$17.42	\$0.00	\$82.67
	03/01/2025	\$56.75	\$9.90	\$17.42	\$0.00	\$84.07
	09/01/2025	\$58.15	\$9.90	\$17.42	\$0.00	\$85.47
	03/01/2026	\$59.55	\$9.90	\$17.42	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR LABORERS - ZONE 2	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2024	\$39.53	\$9.65	\$18.40	\$0.00	\$67.58
	12/01/2024	\$40.86	\$9.65	\$18.40	\$0.00	\$68.91
	06/01/2025	\$42.25	\$9.65	\$18.40	\$0.00	\$70.30
	12/01/2025	\$43.63	\$9.65	\$18.40	\$0.00	\$71.68
	06/01/2026	\$45.07	\$9.65	\$18.40	\$0.00	\$73.12
	12/01/2026	\$46.51	\$9.65	\$18.40	\$0.00	\$74.56
	06/01/2027	\$47.96	\$9.65	\$18.40	\$0.00	\$76.01
	12/01/2027	\$49.41	\$9.65	\$18.40	\$0.00	\$77.46
	06/01/2028	\$50.91	\$9.65	\$18.40	\$0.00	\$78.96
	12/01/2028	\$52.41	\$9.65	\$18.40	\$0.00	\$80.46
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.53	\$9.40	\$17.55	\$0.00	\$66.48
	12/01/2024	\$40.86	\$9.40	\$17.55	\$0.00	\$67.81
	06/01/2025	\$42.25	\$9.40	\$17.55	\$0.00	\$69.20
	12/01/2025	\$43.63	\$9.40	\$17.55	\$0.00	\$70.58
	06/01/2026	\$45.07	\$9.40	\$17.55	\$0.00	\$72.02
	12/01/2026	\$46.51	\$9.40	\$17.55	\$0.00	\$73.46
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
	06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
	12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
	06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
	12/01/2026	\$40.73	\$15.30	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Dauphinais (Bellingham)</i>	01/01/2024	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	12/01/2024	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
	01/01/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2024	\$51.03	\$13.03	\$21.70	\$0.00	\$85.76
	02/01/2025	\$52.28	\$13.03	\$21.70	\$0.00	\$87.01
	08/01/2025	\$53.78	\$13.03	\$21.70	\$0.00	\$88.51
	02/01/2026	\$55.03	\$13.03	\$21.70	\$0.00	\$89.76

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ROOFER - Local 33								
Effective Date - 08/01/2024								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$25.52		\$13.03	\$6.52	\$0.00	\$45.07	
2	60	\$30.62		\$13.03	\$21.70	\$0.00	\$65.35	
3	65	\$33.17		\$13.03	\$21.70	\$0.00	\$67.90	
4	75	\$38.27		\$13.03	\$21.70	\$0.00	\$73.00	
5	85	\$43.38		\$13.03	\$21.70	\$0.00	\$78.11	
Effective Date - 02/01/2025								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$26.14		\$13.03	\$6.52	\$0.00	\$45.69	
2	60	\$31.37		\$13.03	\$21.70	\$0.00	\$66.10	
3	65	\$33.98		\$13.03	\$21.70	\$0.00	\$68.71	
4	75	\$39.21		\$13.03	\$21.70	\$0.00	\$73.94	
5	85	\$44.44		\$13.03	\$21.70	\$0.00	\$79.17	
Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs. (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)								
Apprentice to Journeyworker Ratio:**								
ROOFER SLATE / TILE / PRECAST CONCRETE			08/01/2024	\$51.28	\$13.03	\$21.70	\$0.00	\$86.01
ROOFERS LOCAL 33			02/01/2025	\$52.53	\$13.03	\$21.70	\$0.00	\$87.26
			08/01/2025	\$54.03	\$13.03	\$21.70	\$0.00	\$88.76
			02/01/2026	\$55.28	\$13.03	\$21.70	\$0.00	\$90.01
For apprentice rates see "Apprentice- ROOFER"								
SHEETMETAL WORKER			07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
SHEETMETAL WORKERS LOCAL 63			01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.44	\$5.49	\$4.86	\$0.85	\$29.64
2	50	\$20.49	\$6.10	\$5.40	\$0.94	\$32.93
3	55	\$22.54	\$6.71	\$9.71	\$1.15	\$40.11
4	60	\$24.59	\$7.32	\$9.71	\$1.23	\$42.85
5	65	\$26.64	\$7.93	\$9.71	\$1.31	\$45.59
6	70	\$28.69	\$8.54	\$9.71	\$1.39	\$48.33
7	75	\$30.74	\$9.15	\$9.71	\$1.47	\$51.07
8	80	\$32.78	\$9.76	\$17.66	\$1.78	\$61.98
9	85	\$34.83	\$10.37	\$17.66	\$1.86	\$64.72
10	90	\$36.88	\$10.98	\$17.66	\$1.94	\$67.46

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.00	\$5.49	\$4.86	\$0.85	\$30.20
2	50	\$21.12	\$6.10	\$5.40	\$0.94	\$33.56
3	55	\$23.23	\$6.71	\$9.71	\$1.15	\$40.80
4	60	\$25.34	\$7.32	\$9.71	\$1.23	\$43.60
5	65	\$27.45	\$7.93	\$9.71	\$1.31	\$46.40
6	70	\$29.56	\$8.54	\$9.71	\$1.39	\$49.20
7	75	\$31.67	\$9.15	\$9.71	\$1.47	\$52.00
8	80	\$33.78	\$9.76	\$17.66	\$1.78	\$62.98
9	85	\$35.90	\$10.37	\$17.66	\$1.86	\$65.79
10	90	\$38.01	\$10.98	\$17.66	\$1.94	\$68.59

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.53	\$15.07	\$18.67	\$0.00	\$74.27
	12/01/2024	\$40.53	\$15.07	\$20.17	\$0.00	\$75.77
	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2023	\$47.43	\$11.45	\$16.61	\$0.00	\$75.49

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.34	\$8.22	\$0.00	\$0.00	\$29.56
2	50	\$23.72	\$8.22	\$0.00	\$0.00	\$31.94
3	55	\$26.09	\$11.45	\$7.20	\$0.00	\$44.74
4	60	\$28.46	\$11.45	\$8.35	\$0.00	\$48.26
5	65	\$30.83	\$11.45	\$8.35	\$0.00	\$50.63
6	70	\$33.20	\$11.45	\$8.60	\$0.00	\$53.25
7	75	\$35.57	\$11.45	\$8.60	\$0.00	\$55.62
8	80	\$37.94	\$11.45	\$8.60	\$0.00	\$57.99
9	85	\$40.32	\$11.45	\$8.60	\$0.00	\$60.37
10	90	\$42.69	\$11.45	\$8.60	\$0.00	\$62.74

Notes:

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$63.44	\$11.49	\$23.59	\$0.00	\$98.52
	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/01/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.72	\$11.49	\$23.59	\$0.00	\$66.80
2	60	\$38.06	\$11.49	\$23.59	\$0.00	\$73.14
3	70	\$44.41	\$11.49	\$23.59	\$0.00	\$79.49
4	80	\$50.75	\$11.49	\$23.59	\$0.00	\$85.83
5	90	\$57.10	\$11.49	\$23.59	\$0.00	\$92.18

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.37	\$11.49	\$23.59	\$0.00	\$67.45
2	60	\$38.84	\$11.49	\$23.59	\$0.00	\$73.92
3	70	\$45.32	\$11.49	\$23.59	\$0.00	\$80.40
4	80	\$51.79	\$11.49	\$23.59	\$0.00	\$86.87
5	90	\$58.27	\$11.49	\$23.59	\$0.00	\$93.35

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$49.81	\$9.65	\$18.22	\$0.00	\$77.68
	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.60	\$9.65	\$18.22	\$0.00	\$73.47
	12/01/2024	\$47.07	\$9.65	\$18.22	\$0.00	\$74.94
	06/01/2025	\$48.57	\$9.65	\$18.22	\$0.00	\$76.44
	12/01/2025	\$50.07	\$9.65	\$18.22	\$0.00	\$77.94
	06/01/2026	\$51.62	\$9.65	\$18.22	\$0.00	\$79.49
	12/01/2026	\$53.12	\$9.65	\$18.22	\$0.00	\$80.99

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
	For apprentice rates see "Apprentice- LABORER"					
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.82	\$15.07	\$18.67	\$0.00	\$74.56
	12/01/2024	\$40.82	\$15.07	\$20.17	\$0.00	\$76.06
	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2024	\$57.71	\$9.65	\$19.00	\$0.00	\$86.36
	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
	For apprentice rates see "Apprentice- LABORER"					
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2024	\$59.71	\$9.65	\$19.00	\$0.00	\$88.36
	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
	For apprentice rates see "Apprentice- LABORER"					
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2024	\$49.78	\$9.65	\$19.00	\$0.00	\$78.43
	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
	For apprentice rates see "Apprentice- LABORER"					

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2024	\$51.78	\$9.65	\$19.00	\$0.00	\$80.43
	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
VOICE-DATA-VIDEO TECHNICIAN <i>ELECTRICIANS LOCAL 96</i>	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53
	09/01/2024	\$35.29	\$13.99	\$17.57	\$0.00	\$66.85
	09/07/2025	\$36.12	\$14.98	\$17.91	\$0.00	\$69.01
	09/06/2026	\$37.04	\$15.96	\$18.27	\$0.00	\$71.27

Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.65	\$13.99	\$4.41	\$0.00	\$36.05
2	55	\$19.41	\$13.99	\$4.46	\$0.00	\$37.86
3	60	\$21.17	\$13.99	\$17.15	\$0.00	\$52.31
4	65	\$22.94	\$13.99	\$17.20	\$0.00	\$54.13
5	70	\$24.70	\$13.99	\$17.25	\$0.00	\$55.94
6	75	\$26.47	\$13.99	\$17.30	\$0.00	\$57.76
7	80	\$28.23	\$13.99	\$17.36	\$0.00	\$59.58
8	85	\$30.00	\$13.99	\$17.41	\$0.00	\$61.40

Effective Date - 09/07/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.06	\$14.98	\$4.51	\$0.00	\$37.55
2	55	\$19.87	\$14.98	\$4.57	\$0.00	\$39.42
3	60	\$21.67	\$14.98	\$17.48	\$0.00	\$54.13
4	65	\$23.48	\$14.98	\$17.53	\$0.00	\$55.99
5	70	\$25.28	\$14.98	\$17.59	\$0.00	\$57.85
6	75	\$27.09	\$14.98	\$17.64	\$0.00	\$59.71
7	80	\$28.90	\$14.98	\$17.70	\$0.00	\$61.58
8	85	\$30.70	\$14.98	\$17.75	\$0.00	\$63.43

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
LABORERS - ZONE 2	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21

For apprentice rates see "Apprentice- LABORER"

WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS LOCAL 4</i>	09/01/2024	\$55.35	\$9.90	\$17.42	\$0.00	\$82.67
	03/01/2025	\$56.75	\$9.90	\$17.42	\$0.00	\$84.07
	09/01/2025	\$58.15	\$9.90	\$17.42	\$0.00	\$85.47
	03/01/2026	\$59.55	\$9.90	\$17.42	\$0.00	\$86.87
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

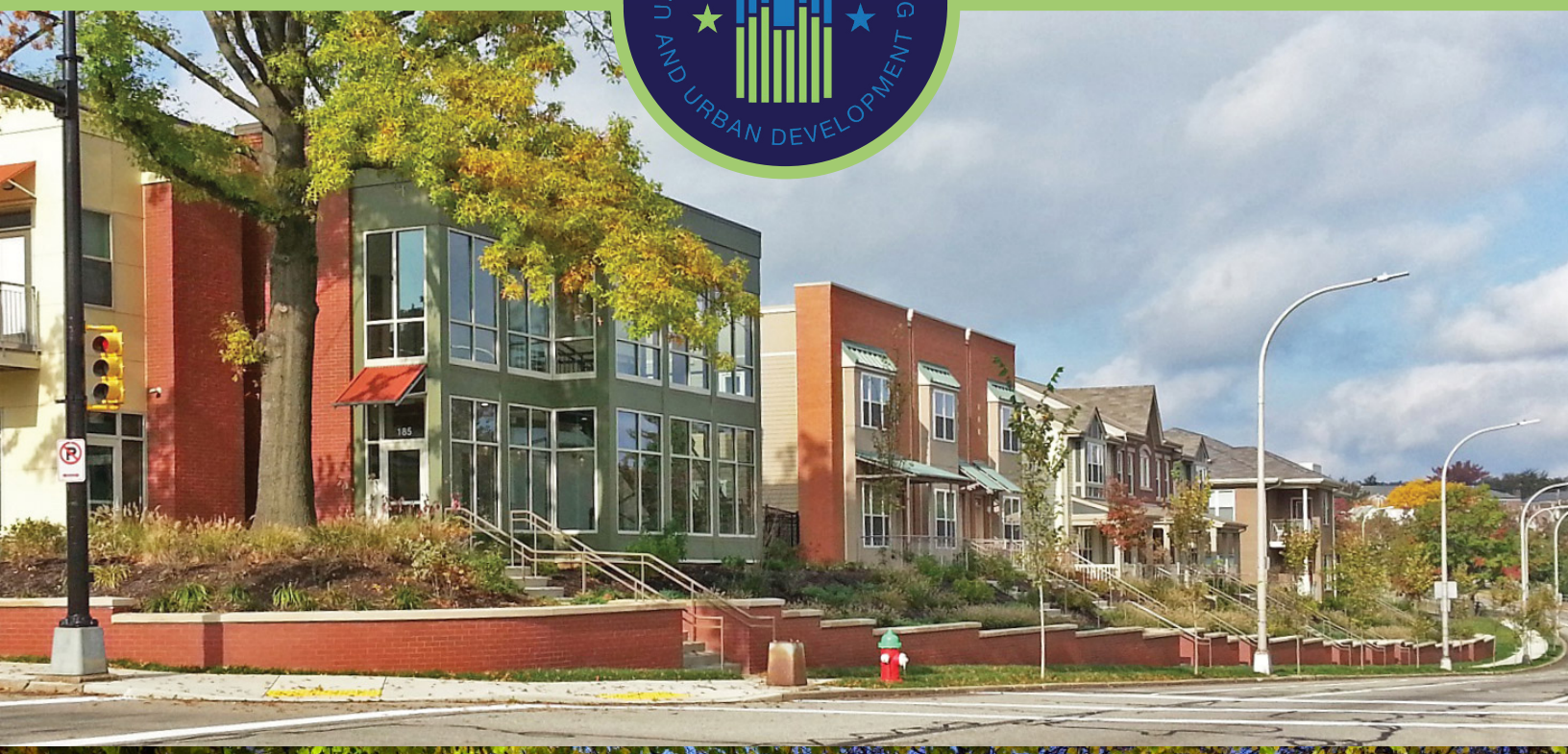
All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



DAVIS-BACON AND LABOR STANDARDS AGENCY/CONTRACTOR GUIDE

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INTRODUCTION

This Guide has been developed as part of HUD's communications strategy with its approximately 5,000 client agencies, and contractors performing work on construction projects that are assisted by the U.S. Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. While the guidance contained in this Guide is generally applicable to any Davis-Bacon-covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

This Guide has been designed to help agencies develop organizational and administrative policies that will enable them to meet labor standards contractual responsibilities in the administration of HUD-assisted programs as efficiently as possible. It is also useful as a training tool and a ready reference for compliance staff. Further, it may be used by contractors to provide further background. While this Guide is intended to address numerous situations, it was not written to cover every possible labor standards issue. If there is a labor standards issue not addressed in this Guide, please contact your local HUD Labor Standards Specialist (LSS). Throughout this Guide, the acronym "LCA" or "LCAs" shall mean state, tribal, and local agencies.

This Guide also provides information to assist with Davis-Bacon labor standards compliance. HUD's Office of Davis-Bacon and Labor Standards worked with the U.S. Department of Labor's Wage and Hour Division to ensure that the labor standards provisions required to be incorporated in Davis-Bacon contracts and the specifics of complying with them represent the latest information. The U.S. Department of Labor (DOL) has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

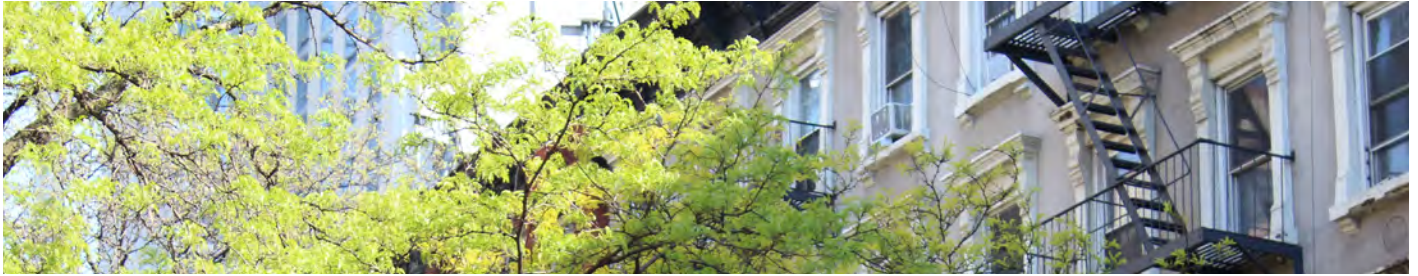
This Guide contains five main chapters. The first chapter includes basic DBA definitions that affect every Davis-Bacon-covered project. The second chapter lists the responsibilities of state, tribal, and local contracting agencies that administer HUD programs. The third chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The fourth chapter describes LCA flexibility for labor standards responsibilities. The fifth and final chapter discusses payroll compliance reviews and corrections.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. If you need assistance in determining whether Davis-Bacon wage rates apply to a project or if you need other related technical assistance, please contact the HUD Labor Standards Field staff for your area. If you do not know which staff to contact, a list of Labor Standards field offices with their geographic areas, telephone numbers and email addresses are located on HUD's Home Page at the address below.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:

www.hud.gov/program_offices/davis_bacon_and_labor_standards



KEY LABOR STANDARDS OBJECTIVES OF THE GUIDE

The Office of Davis-Bacon and Labor Standards has identified five Key Labor Standards Objectives—the basics of what must be accomplished in order to protect workers' rights. We also identified all the policies, procedures, and paperwork at our disposal—what we do ourselves and what we impose on contractors. HUD eliminated superfluous requirements and will not institute policies, procedures, or paperwork that is not required by statute or regulation, or that does not contribute to one or more of the Key Objectives.

Apply Davis-Bacon requirements properly

Make certain that labor standards, including Davis-Bacon prevailing wage rates, are applied where required. Ensure that any exemptions or exceptions are identified.

Through education and advice, support contractor compliance with labor standards

Provide basic training and technical support to contractors to ensure that they understand their obligations under prevailing wage and reporting requirements.

Monitor contractor performance

Perform reviews of certified payroll submissions and other information to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers.

Investigate probable violations and complaints of underpayment

Thoroughly explore any evidence of violations, especially allegations of underpayment.

Pursue debarment and other available sanctions against repeat labor standards violators

Carry out a zero tolerance policy toward contractors who violate prevailing wage laws.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



BASIC DBA DEFINITIONS

There are several compliance principles, definitions, and interpretations that affect every Davis-Bacon-covered project.

Responsibilities of employers

All employers (contractors, subcontractors, and any lower-tier subcontractors) are required to pay all laborers and mechanics employed or working on the site of the work unconditionally and not less often than once per week the full amount of wages and bona fide fringe benefits computed at rates not less than those contained in the wage decision. Employers must prepare, certify, and submit weekly payroll reports reflecting all the laborers and mechanics (employees) engaged in construction on the site of the work. Employers may also be required to submit related documentation in order to demonstrate compliance.

Responsibilities of the principal (prime) contractor

The principal contractor (also referred to as the “prime contractor”) is responsible for the full compliance of all employers (itself, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project.

Prime contractor

The principal contractor.

Subcontractor

All subcontractors and lower-tier subcontractors.

Employer

Any contractor, subcontractor, or lower-tier subcontractor that has engaged the services of laborers or mechanics on the project.

To make this Guide easier to understand, the term “prime contractor” will mean the principal contractor; “subcontractor” will mean all subcontractors including lower-tier subcontractors; and the term “employer” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

Laborers and mechanics

Those individuals whose duties are manual or physical in nature, including workers who are performing the work of a trade (e.g., electrician). “Laborers” and “mechanics” include apprentices, trainees, helpers, and, for contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), watchmen and guards.

Working foremen

Foremen or supervisors that perform construction work and devote more than 20% of their time as a laborer or mechanic are treated, for labor standards purposes, as “laborers” or “mechanics” for their time spent working as a laborer or mechanic.

Exclusions

Persons whose duties are primarily administrative, managerial, or clerical are not laborers or mechanics.

Employee

Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such person.

Working subcontractors

Persons who perform the work of laborers or mechanics and who represent themselves to be owners of businesses, sole proprietors, or self-employed are not exempt from prevailing wage requirements. These laborers and mechanics are “employed” and are entitled to the prevailing wage for the type of work they perform, and must be reported on the payroll report for their craft, hours of work, and wages paid. For additional information, see LR-96-01, Labor Standards for Self-Employed Laborers and Mechanics.



Administrative allowances

HUD permits administrative allowances concerning payroll reporting and certification requirements relating to the following:

- Owners of Businesses Working with Their Crew
- Owner/Operators of Power Equipment
- Owner/Operators of Trucks

Apprentice

A person employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL-recognized State Apprenticeship Agency (SAA). (Note that an SAA must also partner with a State Apprenticeship Council (SAC). The SAC must consist of an equal number of representatives of employer and employee organizations.)

Probationary apprentice

A person in the first 90 days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such program may be considered an “apprentice” provided that DOL or SAC has certified that such person is eligible for probationary employment as an apprentice.

Pre-apprentice

A person who is employed as a “pre-apprentice”—that is, in a preparatory position which may result in registration in an apprenticeship program—is not considered to be an “apprentice.”

Trainee

A person registered and receiving on-the-job training in a construction occupation pursuant to a training program approved in advance by the Office of Apprenticeship Training.

Prevailing wages or wage rates

Davis-Bacon prevailing wage rates generally appear as a basic hourly rate plus fringe benefits, if any. “Prevailing wage” is made up of two interchangeable components: the basic hourly wage, and fringe benefits. The total of the basic hourly wage and fringe benefits comprises the “prevailing wage” obligation. This obligation may be met by any combination of cash wages and creditable “bona fide” fringe benefits provided by the employer. For example:

The Davis-Bacon wage decision requires:

Basic Hourly Rate	\$10.00
Fringe Benefits	\$1.00
Total Prevailing Wage	\$11.00

Employers may comply by paying:

1. \$11.00 in cash wages;
2. \$10.00 plus \$1.00 in bona fide fringe benefits; or
3. Any combination of wages and benefits that totals \$11.00 per hour.



Piece rate/piece work employees

Employees whose earnings are calculated by the amount of work produced (rather than hours worked) must receive no less than the applicable DBRA/MWD (Davis-Bacon and Related Acts/Maintenance Wage Determination) wage rate based upon the hours of work performed. The employer must divide the piece rate earnings by the actual hours worked to determine the “effective” hourly rate. The effective hourly rate must be calculated for each week’s earnings and must be no less than the applicable prevailing wage rate. It does not matter whether the effective hourly rate changes from week to week as long as the result is at least as much as the prevailing wage rate. If the effective hourly rate is less than the applicable prevailing wage rate, the employee must be compensated at the prevailing wage rate for all hours worked.

Fringe benefits

Fringe benefits may include:

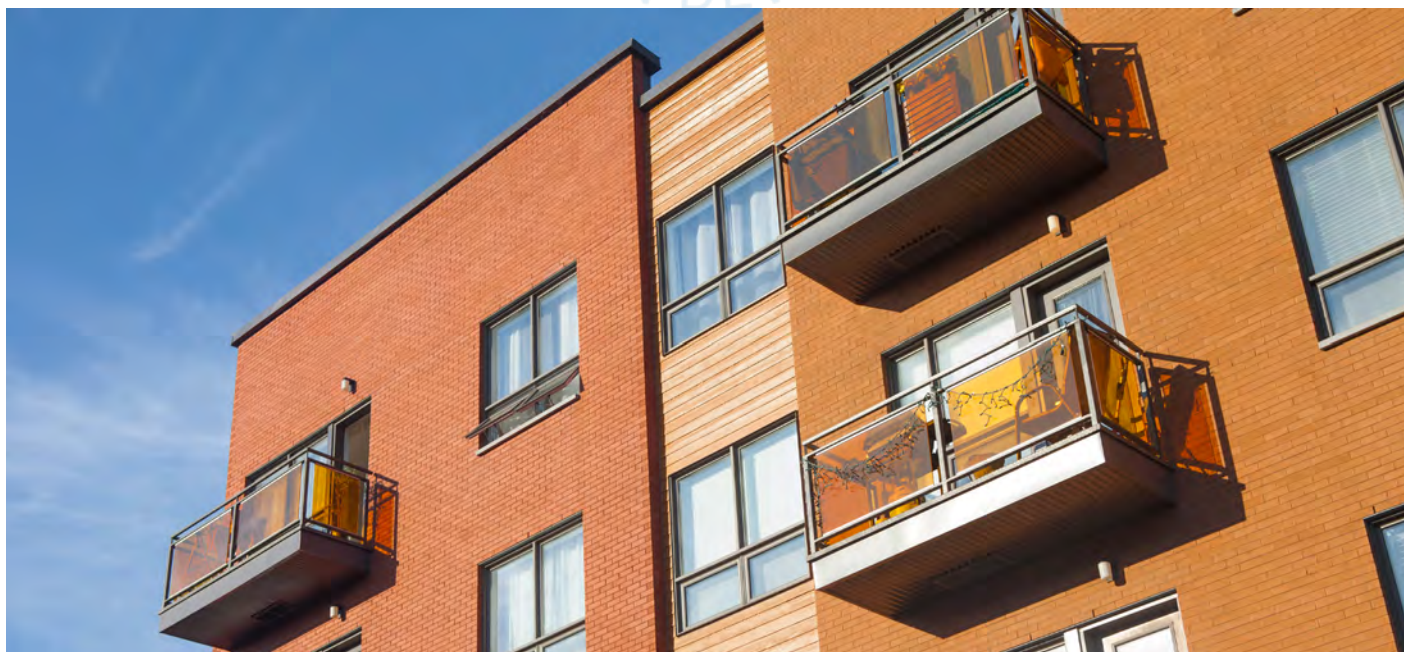
- Sick, vacation, or holiday pay;
- Costs to defray expenses of apprenticeship or similar programs;
- Medical or hospital care;
- Supplemental unemployment benefits;
- Life insurance;
- Pensions on retirement or death;
- Compensation for injuries or illness resulting from occupational activity;
- Other bona fide fringe benefits; or
- Insurance to provide any of the above.

MORE INFO

In addition, fringe benefits may reflect the rate of costs to the employer that may be reasonably anticipated in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible program.

MORE INFO

Fringe benefits do not include employer contributions or payments required by other federal, state, or local law, such as FICA (Federal Insurance Contributions Act), workers’ compensation, or unemployment compensation.



Overtime

Overtime (O/T) hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by Federal labor standards, O/T hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time (S/T) rate of any required fringe benefits.

Deductions

The employer may make payroll deductions as permitted by DOL regulations in 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick back” any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement contributions, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee (which will require documentation).

Site of work

The “site of work” is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. “Site of work” includes other adjacent or nearby properties used by the contractor/subcontractor in the construction of the project (e.g., fabrication sites) provided they are dedicated exclusively

or nearly so to the performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

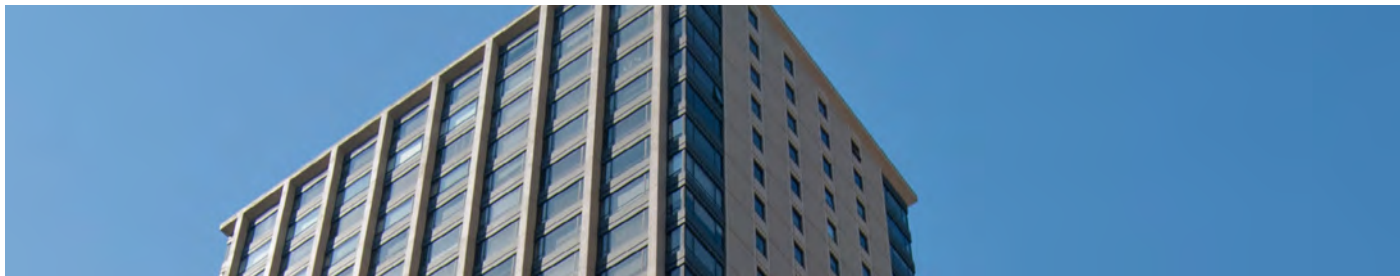
Proper designation of trade

Each laborer and mechanic shall be classified in accordance with the work classifications listed on the wage decision and the actual type of work they perform and shall be paid the appropriate wage rate and fringe benefits for the classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for carpenters even if they aren’t considered by the employer to be fully trained as a carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

Split classification

Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.

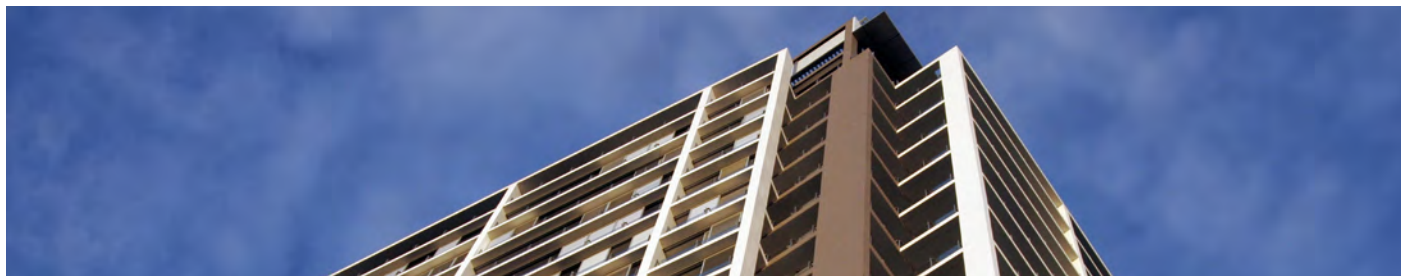




LCA RESPONSIBILITIES

State, tribal, and local contracting agencies (LCAs) that administer HUD programs agree to administer and enforce Davis-Bacon requirements as a condition for receiving HUD program assistance. LCAs have the following responsibilities:

1. Designate appropriate staff (e.g., a Contract Administrator) before the start of construction to ensure compliance with all applicable labor standards requirements and to act for and in liaison with HUD. Provide the name(s) of the staff to the appropriate HUD Field Office of Davis-Bacon and Labor Standards.
2. Establish a construction contract management system that meets the standards of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Ensure that all bid documents, contracts, and subcontracts contain the applicable Davis-Bacon wage decision and Federal labor standards provisions.
4. Ensure that no contract is awarded to a contractor that is ineligible (e.g., debarred) for Federally-assisted work.
5. Conduct on-site inspections including interviews with laborers and mechanics employed on the construction project. Ensure that the applicable Davis-Bacon wage decision, DOL's Davis-Bacon poster (Form WH-1321), and additional classifications are displayed at the job site.
6. Review certified payroll reports (CPRs) and related documentation. Identify any discrepancies and/or violations. Ensure that any needed corrections are made promptly, including the payment of wage restitution as needed, and the assessment and collection of liquidated damages, as appropriate.
7. Maintain full documentation of Federal labor standards administration and enforcement activities.
8. Refer potential criminal or complex enforcement actions to HUD, in addition to CWHSSA liquidated damages assessments for O/T violations and debarment recommendations.
9. Comply with all HUD requirements concerning statutory, program, and/or other requirements.
10. Prepare Federal labor standards enforcement reports as required in DOL regulations (29 CFR Part 5, § 5.7).



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The DBA, enacted in 1931, applies to contracts in excess of \$2,000 for construction, alteration, and/or repair of public buildings or public works, including painting and decorating, to which the United States or the District of Columbia is a party. This type of applicability is referred to as direct Davis-Bacon Act or DBA coverage. An example of DBA coverage is when HUD contracts directly for repairs to HUD-owned properties. HUD's Office of the Chief Procurement Officer manages these types of contracts. The DBA requires that the advertised specifications for such contracts contain a provision stating that the minimum wages to be paid to various classes of laborers and mechanics must be based upon the wages found to be prevailing by the Secretary of Labor.

Most HUD construction work is not covered by the DBA since HUD does not usually contract directly for construction work. Rather, Davis-Bacon wage rates apply to HUD programs because of prevailing wage requirements expressed in HUD "Related Acts" such as the U. S. Housing Act of 1937 and the Housing and Community Development Act of 1974, as amended. The Related Acts (referred to throughout this Guide as the Davis-Bacon and Related Acts or DBRA) are discussed further in Section 5.9.

The DBA includes provisions that:

1. Require the contractor or subcontractor to pay all mechanics and laborers at least once per week;
2. Prohibit contractors or subcontractors from taking deductions or rebates from wages earned by laborers and mechanics;
3. Require the contractor or subcontractor to pay Davis-Bacon wages to all laborers and mechanics employed on the site of the work regardless of their skill level, and regardless of any contractual relationship alleged to exist between the laborers and mechanics and the contractor or subcontractor;

4. Require the contractor or subcontractor to post the scale of wages to be paid (i.e., the applicable Davis-Bacon wage decision) in a prominent and accessible place at the work site;
5. Define prevailing wages to include fringe benefits;
6. Permit the withholding of payments due to the contractor on account of wage restitution that may be found due to the laborers and mechanics;
7. Permit the payment of wage restitution from amounts withheld from contract payments;
8. Permit the termination of the contract where it is found that any laborer or mechanic is underpaid; and
9. Permit the debarment of persons or firms found to have disregarded their obligations to employees and subcontractors.

The Contract Work Hours and Safety Standards Act (CWHSSA)

The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

CWHSSA O/T provisions do not apply to laborers and mechanics employed directly by PHAs or IHAs. However, O/T provisions generally apply to these workers under the Fair Labor Standards Act (FLSA). HUD does not have authority to enforce FLSA violations. Refer complaints of FLSA violations to DOL, Wage and Hour Division.

CWHSSA provides that all O/T hours (defined as hours worked in excess of 40 during any workweek on the CWHSSA-covered project site) must be compensated at a rate not less than one and one-half times the regular basic rate of pay. Where CWHSSA O/T provisions are applicable, compensatory time in lieu of premium pay for O/T hours is not permissible. In the event of O/T violations, the CWHSSA renders the contractor liable to the underpaid workers for wage restitution and to the United States Government for liquidated damages computed per person per day at a rate that DOL publishes annually. It is a federal criminal misdemeanor to intentionally violate CWHSSA standards.

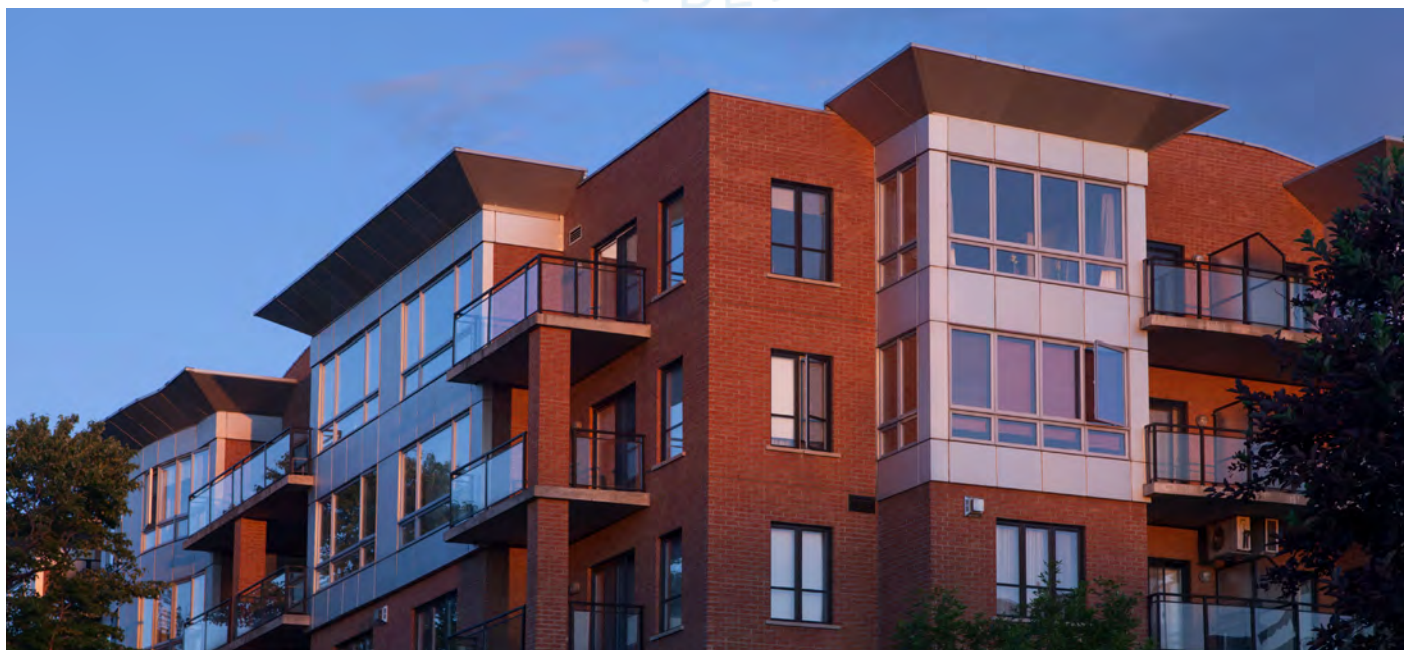
Exemptions:

- CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.
- CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

RESOURCE

DOL posts current fines at:

<https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>



The Copeland Act (Anti-Kickback Act)

The Copeland Act concerns three facets of prevailing wage compliance:

1. The “anti-kickback” provision prohibits contractors and subcontractors from inducing an employee working on a covered contract to give up any part of the compensation to which he or she is entitled. Violations are a criminal offense and are punishable by a \$5,000 fine or imprisonment up to five years, or both.
2. Associated DOL regulations restrict payroll deductions to those that are permissible without DOL approval as explained at 29 CFR § 3.5; deductions that require advance DOL approval are explained at 29 CFR § 3.6.
3. The Act requires the submission of weekly CPRs accompanied by a Statement of Compliance by all contractors and subcontractors engaged in such construction, prosecution, completion, or repair. The willful falsification of a CPR or statement of compliance may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 3729 of Title 31 of the United States Code (USC), and may also be a cause for debarment.

Exemptions:

- Copeland Act CPR requirements are applicable only where Davis-Bacon (DBA or DBRA) prevailing wage provisions are applicable.
- Copeland Act anti-kickback provisions do not apply where the only federal assistance is a loan guarantee.



The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Portal-to-Portal Act (PA)

The PA applies to the DBA and prevents the commencement of any court suit for unpaid S/T wages more than two years after performance of the work (three years in the case of willful violations), where permissible under the law. However, DOL's position is that the PA does not apply to administrative actions initiated through Administrative Law Judge (ALJ) hearing procedures; thus, the PA does not preclude corrective administrative action after two (or three) years.

The PA does not apply to federally-assisted (DBRA) projects. Instead, the various State statutes of limitations apply to such projects in private actions where they are judicially determined to be permissible under the law. The Federal six-year statute of limitations applies in government enforcement actions.

McNamara-O'Hara Service Contract Act (SCA)

The SCA governs maintenance and other service work and applies

when the Federal Government or the District of Columbia contracts directly for such services and the value of the contract exceeds \$2,500. SCA coverage in HUD programs is limited because HUD infrequently enters into direct contracts for services in the administration of its programs. By way of example, however, a contract for maintenance service at an HUD-owned multifamily property would be covered by the SCA. Like DBA contracts, SCA contracts are managed under the auspices of HUD's Office of the Chief Procurement Officer. SCA enforcement authority resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29



Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and with the O/T provisions of the CWHSSA (applicable

only when the prime contract is valued at over \$100,000).

The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).

RESOURCE

A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms
Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.



Specific Davis-Bacon Related Act (statute) for the program involved

Related Acts are program statutes that contain provisions requiring compliance with the wages that the Secretary of Labor finds to be prevailing pursuant to the Davis-Bacon Act. These are commonly referred to as the Davis-Bacon and Related Acts or DBRA.

HUD Related Acts include (but are not limited to) the:

- National Housing Act;
- U. S. Housing Act of 1937;
- Housing and Community Development Act of 1974;
- National Affordable Housing Act of 1990; and
- Native American Housing Assistance and Self-determination Act of 1996, each as amended.

Many of the labor provisions in HUD Related Acts contain applicability thresholds based upon the number of dwelling units involved. Some thresholds are based upon the amount of HUD assistance or the use of HUD funds or assistance. In addition, most HUD Related Acts contain exemptions from prevailing wage coverage for bona-fide volunteers. It is important for DBLS and LCA staff to be familiar with the statutory provisions and how these are interpreted.

The labor provisions found in current HUD Related Acts are excerpted for reference in Appendix II-1 to this Guide. Applicability factors relating to specific HUD Related Acts are in Appendix II-6.

Labor Standards Letters

This special directives series is designed to provide current and thorough guidance on Davis-Bacon issues in HUD programs. Popular topics include Davis-Bacon applicability, and prevailing wage requirements concerning self-employed laborers and mechanics. Labor Standards Letters are available online at the Davis-Bacon and Labor Standards Library: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olr_lrl

HUD Guides

These Guides complement the guidance and instructions provided in HUD Handbook 1344.1, Federal Labor Standards Compliance in HUD Programs. These Guides are also available at the Davis-Bacon and Labor Standards Library.

Davis-Bacon Wage Decisions

The term “wage decision” includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term “wage decision” is used within this Guide to mean the Davis-Bacon wage decision. The terms “wage decision” and “wage determination” are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county



or group of counties, and four general characters of construction work.

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RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov

Character of work

There are four basic categories (or characters) of wage decisions based on the type of construction. DOL established these categories and provides details of each one in All Agency Memoranda Nos. 130 and 131. DOL provides further guidance in All Agency Memorandum 236, Prevailing Wage Resource Book, and Field Operations Handbook, Chapter 15. The four categories include:

1. **Residential:** Residential construction includes the construction, alteration, or repair of single-family houses or apartment buildings of no more than four stories in height. This typically includes all incidental items unless there is an established area practice to the contrary.

Incidental items are elements of a project whose function is to support the principal purpose and do not change the overall character of work. Examples of incidental items include sidewalks and handrails installed to support residential or building projects. While sidewalks intrinsically constitute “highway” construction, this element considered in conjunction with a residential or building project becomes incidental to the principal purpose of the construction and is subject to the same wage decision that applies to the principal purpose.



Character of work (continued)

2. **Building:** Building construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. This category includes buildings exceeding four stories in height that have housing units and buildings of four stories or less that do not have housing units. This category also includes incidental items such as grading, sidewalks, and utilities. Building examples include high-rise apartment buildings, nursing homes and convalescent facilities, community centers, fire stations, commercial buildings, parking garages, and dormitories.
3. **Highway:** Highway construction includes the construction, alteration, or repair of roads, streets, highways, alleys, parking areas, and other similar projects not incidental to the main category of construction, which is either residential or building for housing development projects.
4. **Heavy:** Heavy construction includes those projects that are not properly classified as “residential,” “building,” or “highway.” Some examples include antenna towers, canals, landscaping, drainage and irrigation projects, permanent erosion control, storm sewers, and storage tanks.

General wage decisions

Most Davis-Bacon wage decisions are general wage decisions. DOL usually publishes these annually and may modify or supersede them throughout the year. LCAs and HUD Labor Standard Specialists (LSS) may use general wage decisions without advance notice or approval from DOL. Most Davis-Bacon wage decisions are available as published

general wage decisions.

General wage decisions and project wage decisions may be modified from time to time to keep them current, correct errors, and for other purposes. Modifications may be limited to one or more particular work classifications and wage rates. Modifications are effective to a project if HUD or an LCA receives them, or if notice of the modification is published at www.sam.gov prior to the lock-in date. Modifications to a project wage decision expire on the same date as the original project wage decision. A modification to a general wage determination remains in effect until it is superseded by a subsequent modification, or the original general wage decision is superseded or cancelled.

Project wage decisions

If an appropriate wage decision (by location, character of work, or specific trade required) is not published in the general wage decisions, a project wage decision shall be requested from DOL. Project wage decisions are applicable only to the construction work specified on the request to DOL and listed on the front page of the wage decision. Project wage decisions are valid for 180 days from the date of original issuance by DOL. The issuance and expiration dates will be indicated on the front page of the wage decision. Like general wage decisions, project wage decisions may be modified.

A project wage decision may be applicable even though a general wage determination is published which covers the geographic location and character of work involved. For example: A project involves only roof replacement on a 4-story apartment building and the only classification needed for the entire contract is a roofer.



Project wage decisions (continued)

A general wage decision is published for residential construction in the county in which the project is located; however, the general wage decision does not include a roofer classification and wage rate. In this case, the general wage decision is not relevant to the roof replacement and a project wage decision may be requested from DOL.

RESOURCE

General wage decisions and modifications are available at

www.sam.gov

This is the only online location endorsed by DOL. Project wage decisions must be requested on a case by case basis from DOL.

Project wage decisions, as needed

The LCA or LSS shall submit a completed SF-308, Request for Wage Determination And Response to Request, to the DOL National Office, allowing 30 days for receipt of the project wage decision from DOL.

Selecting the correct wage decision

The responsible contracting officer (also referred to as the contract administrator) selects and assigns wage decisions to specific contracts or projects. For HUD-administered projects (e.g., FHA-insured multifamily development), the responsible contracting officer is the LSS. In addition, the LSS provides technical support and oversight to LCAs

administering HUD programs in selecting and assigning appropriate wage decisions. Determining wage decisions is dependent upon the geographic location and the character of work (Residential, Building, Highway, and/or Heavy) assigned to the project.

A request for additional classification and wage rates may be made only after contract award. The request must originate with the contractor/employer and must be submitted by the LCA to DOL.

MORE INFO

Conformances (additional classifications)

At times, the wage decision will not contain some of the work classification and wage rates that are needed for the construction work. In these cases, send a form SF 1444 to DOL at

whd-cbaconformance_incoming@dol.gov



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RESOURCE

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Verify contractor eligibility

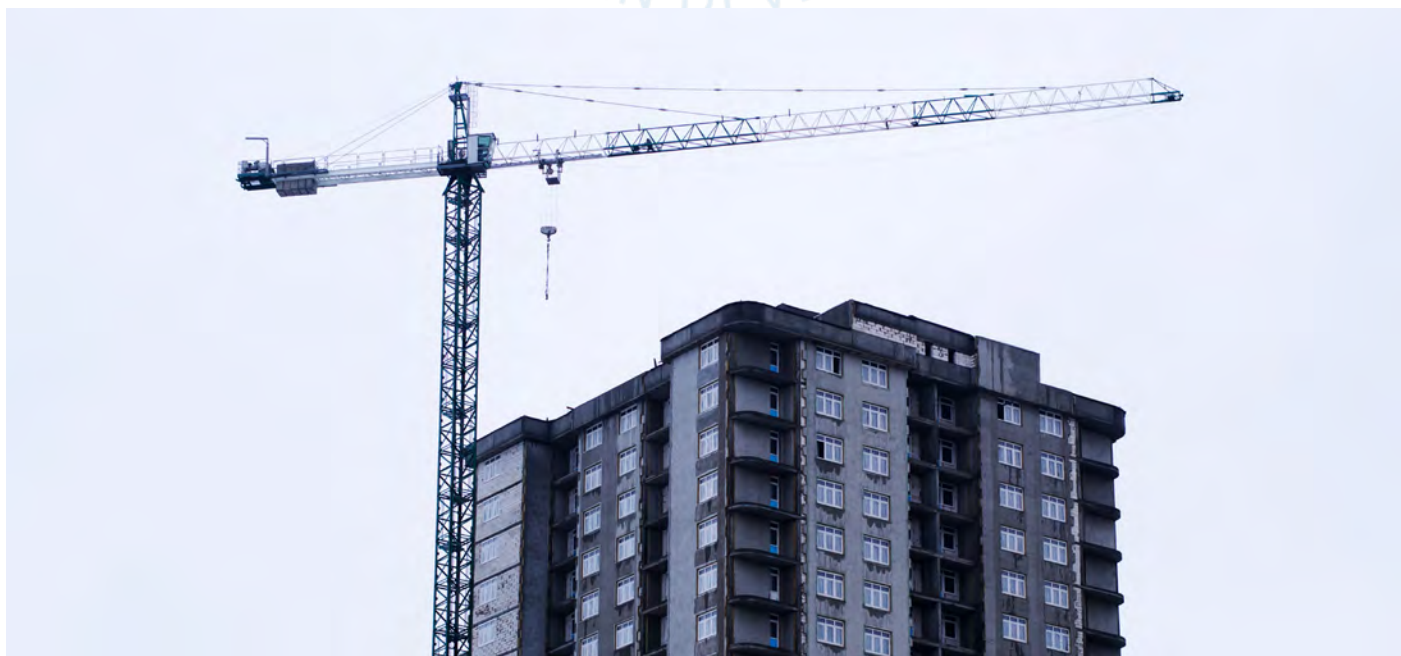
Once the LCA has selected the contractor to whom they wish to award the contract, the LCA must verify that the contractor is not ineligible (e.g., debarred) from participation in Federal programs. Only the eligibility of the prime contractor needs to be verified. The U.S. General Services Administration (GSA) maintains a list of ineligible contractors, which can be accessed online at www.sam.gov.

An additional classification and wage rate will be approved by DOL where:

1. The requested work classification is used in the area of the project by the construction industry;
2. The work that will be performed is not performed by a work classification already contained in the wage decision;
3. The proposed wage rate bears a reasonable relationship to the wage rates on the wage decision; and
4. The workers that will be employed in the requested work classification (if known) or the workers' representatives (if any) agree with the proposed wage rate.

Provide contractor training

The LCA must make certain that the contractor understands its responsibilities for Davis-Bacon compliance: The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. LCAs may also wish to provide formal training separate from the contracting process for contractors that are interested in performing work on HUD-assisted contracts and want to learn more about what is involved.





CONTRACTOR RESPONSIBILITIES

See Section 4 in the Contractor Addendum.

CONTRACT ADMINISTRATOR RESPONSIBILITIES

See Section 5 in the Contractor Addendum.

LCA FLEXIBILITY FOR LABOR STANDARDS RESPONSIBILITIES

While some aspects of labor standards administration are inflexible, such as which wage decision is applicable to a specific project, the following aspects are not. For these, HUD leaves the preference of how to achieve end results with the LCA.

LCAs may hold preconstruction conferences for labor standards purposes.

HUD acknowledges that there are many good reasons to hold a preconstruction conference (PCC), and these conferences are strongly encouraged in order to have the opportunity to discuss topics such as construction inspections, progress and contractor payment requirements, Section 3 employment and training, and other issues particular to the project. However, HUD has determined that the time and resources used to conduct and document PCCs for labor standards purposes do not yield measurably better results.

Many contractors have prior Davis-Bacon contract experience and have demonstrated successful performance. These contractors do not require the repetitive basic training that is provided at most PCCs. Contractors new to Davis-Bacon projects that understand the basic requirements and choose not to comply will likely not be persuaded to fully comply just because they attended a PCC.

LCAs may prepare Project Wage Rate Sheets

Some general wage decisions cover large areas (e.g., several counties or different characters of construction) and may contain wage rates that do not apply to the contract/project to which the wage decision applies. Such wage decisions can be difficult to decipher and confusing to contractors and subcontractors, and to the workers reviewing the wage decision to determine whether they are being paid correctly. For ease of reference for the LSS/LCA, the prime contractor and any subcontractors, and the workers, the LSS/LCA may prepare a form HUD-4720, Project Wage Rate Sheet, which should reflect the most commonly used work classifications and wage rates as contained in the wage decision applicable to the project. The Project Wage Rate Sheet should be prepared only after the wage decision has been “locked-in” by contract award or start of construction, as applicable. The Project Wage Rate Sheet does not replace the wage decision; it is only provided as a convenience. If there is a conflict between the Project Wage Rate Sheet and the wage decision, the wage decision prevails.

LCAs can prepare a Project Wage Rate Sheet for contracts using the onscreen fillable versions in either the HUD Forms or DBLS websites. HUD DBLS staff is available to provide assistance to LCAs in preparing Project Wage Rate Sheets. HUD strongly recommends incorporation of the full wage decision text into bid solicitations and contracts, either in hard copy or by specific reference.

LCAs may develop their own labor standards file system

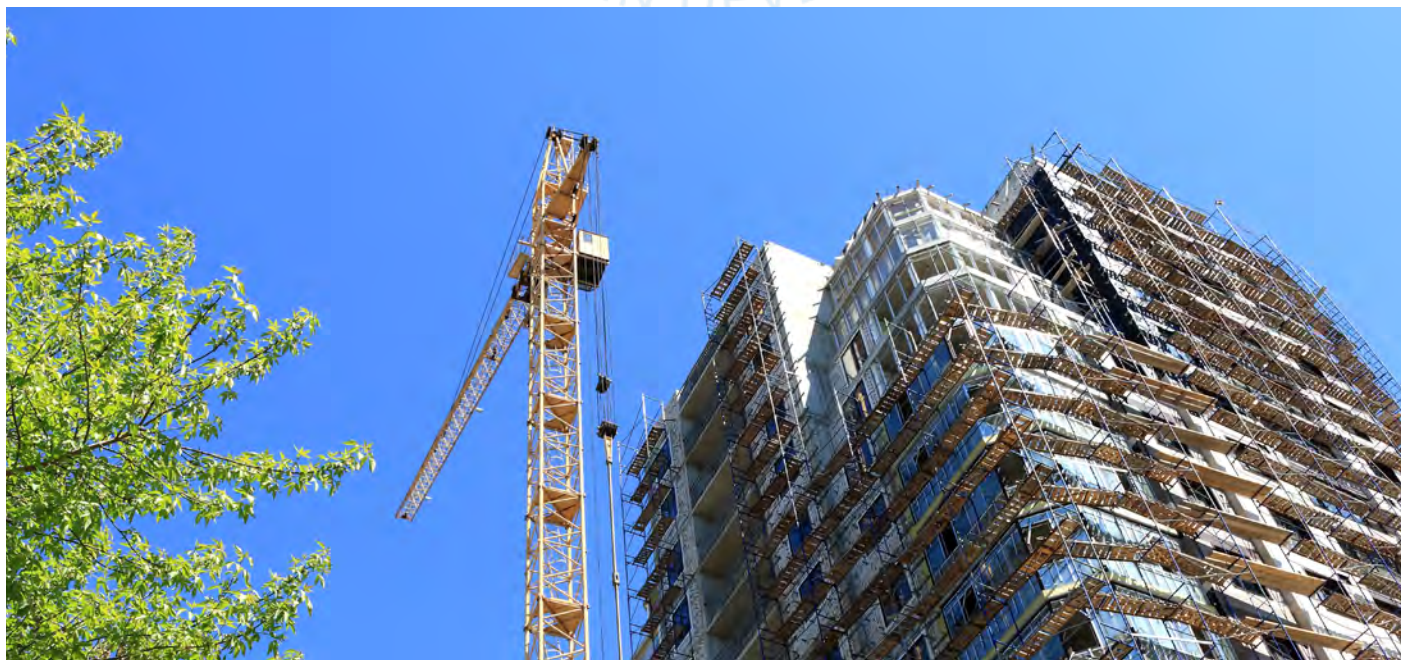
HUD believes that LCAs can best determine how to maintain their files provided that certain minimum requirements are met. The minimum requirements include compliance with DOL regulations that certified payrolls and basic records relating to the payrolls be preserved for no less than three years after completion of the project and the resolution of any enforcement actions that may carry over after completion. In addition, the files must be maintained in such a way that the LCA can utilize them to demonstrate its own compliance with its labor standards administration and enforcement responsibilities. For example, the LCA must, at HUD's request, demonstrate how it has documented that the eligibility of the prime contractor was verified for each contract.

LCAs may target on-site interviews with laborers and mechanics

HUD is interested in using on-site interviews as a proactive enforcement tool rather than to meet a "representative sampling" quota. Instead of conducting interviews randomly for the sake of assembling a sample, LCAs are encouraged to target interviews to projects or groups of workers where violations are suspected or alleged. In this way, on-site interviews can be used to support a specific ongoing enforcement action. HUD realizes that this approach may mean that fewer on-site interviews may be conducted randomly; HUD considers targeting a far more efficient and effective means of utilizing on-site interview resources.

LCAS may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison

The goal: to detect falsification. HUD believes that serious violations involving underpaid workers and significant wage restitution may be overlooked because the contract administrator is overtasked with HUD-mandated payroll review minutiae. HUD recognizes that it is not possible to conduct payroll reviews in 100% of cases; therefore, it is not possible to identify and correct every discrepancy and underpayment. It is also the case that the violations disclosed behind falsified payrolls are much more egregious (both in terms of affected workers and the amount of underpayment) than violations that appear on the face of the payroll records. Accordingly, HUD has prioritized payroll reviews so that the objective is to detect falsification, and so that enforcement activities will yield the greatest impact. HUD has developed guidance on how to detect falsification through spot-checks and HUD-11 interview comparison. (See Willful Violations and Falsification Applicability in Appendix III-1.)



LCAS may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison (continued)

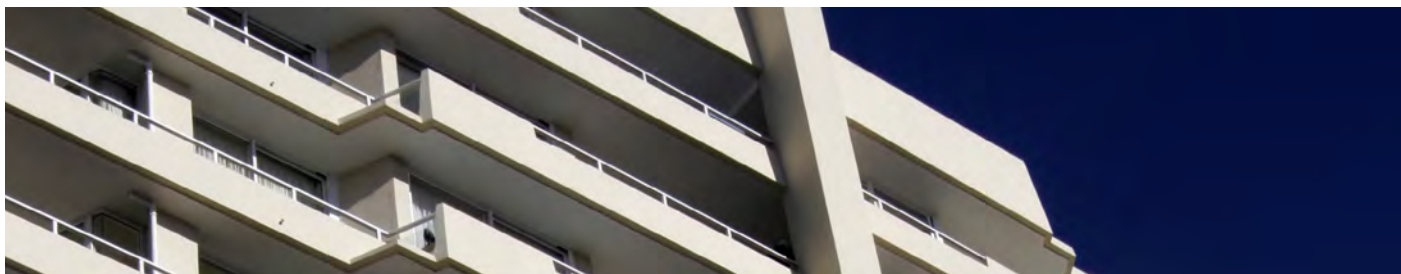
Routine payroll review results may be communicated to the prime contractor by telephone and documented with a record in the file. Many times, the types of deficiencies that come to the attention of the contract administrator can be handled more efficiently and just as effectively with good informal communication (e.g., a telephone call, email, etc.) with the employer/prime contractor rather than with formal letters. Examples of the types of issues that could easily be addressed informally—assuming the cooperation of both sides—include a missing payroll report or missing apprenticeship certificates, requests for employee authorizations for deductions, small underpayments that appear on the face of the payroll, and similar matters. With the prime contractor's cooperation, these matters can be disposed of quickly with a telephone call and a brief note to the contract file documenting the call. If the employer/prime contractor does not respond appropriately to this type of communication, it may be necessary to resort to more formal means.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms





FEDERAL LABOR STANDARDS COMPLIANCE CHECKLIST FOR DAVIS-BACON COVERED PROJECTS

RESOURCE

See LCA DBRA Checklist online at the link below:

https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/OLRLibrary

REVIEWING PAYROLLS

See Section 7 in the Contractor Addendum.

REPORTING PAYROLLS

See Section 8 in the Contractor Addendum.

PAYROLL COMPLIANCE REVIEWS AND CORRECTIONS

Compliance reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. DOL may also independently conduct its own reviews (see 10.2.2 in the Contractor Addendum). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. Contractors will be notified by

the contract administrator if these reviews find any discrepancies or errors, and will be given instructions about what steps must be taken to correct any problems.

On-site interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative (or HUD or DOL representative). The interviews are confidential and the employees will be asked about the number of hours they work, the kind of work they perform, and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the ongoing work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator. Completed HUD-11s must be compared to the corresponding contractor and subcontractor certified payrolls to test and verify the accuracy of the payroll information.

RESOURCE

HUD 11 forms are available online in English and in Spanish in a fillable format via the HUD Forms website (www.hud.gov/program_offices/administration/hudclips/forms) and at the DBLS website (www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform).

Project payroll reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification, and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed, that employees are paid no less than the wage rate for the work classification shown, that apprentice and trainee certifications are submitted (where needed), that employee or other authorizations for other deductions are submitted (where needed), etc. Contract administrators should be particularly alert for indications of payroll falsification—misinformation on payrolls to conceal underpayments. Falsification on payrolls indicates that a contractor or subcontractor is aware of its obligations, is knowingly underpaying its employees, and is attempting to avoid detection of the violations. See Appendix III-1 for an explanation of willful violations and falsification indicators.

Typical payroll errors and required corrections

Contract administrators must ensure the full correction of all discrepancies disclosed during compliance monitoring conducted by the LCA, HUD, or DOL. This includes the collection of documentation to demonstrate that corrective measures have been successfully completed. They must:

1. **Examine and resolve probable violations and complaints of underpayment.** Contract administrators must explore probable violations—particularly those involving falsification of payrolls and complaints alleging underpayments. In addition to the HUD-11, Record of Employee Interview, HUD has developed a questionnaire form (HUD-4730) and a complaint intake form (HUD-4731) for HUD and LCA use. The forms are available in onscreen fillable formats at the HUD forms website and via the DBLS website;
2. **Refer complex issues and/or falsification cases to HUD or DOL.** Some issues may be more complex than LCAs are able to address. HUD encourages LCAs to consult with the LSS for their area to secure appropriate guidance and support. HUD has decided, in consultation with DOL, that it will refer to DOL cases involving falsification of payrolls or related documents for DOL investigation. HUD strongly suggests that LCAs employ this strategy for cases involving falsification;
3. **Take steps to ensure the full resolution of any monetary liability that has or may be imposed for labor standards reasons.** Contract administrators must take prompt action to ensure that funds will be available to satisfy any labor standards liability that may be imposed. Actions include the withholding of contract payments due to the contractor and requiring funding for an escrow account to guarantee the satisfaction of any restitution and/or liquidated damages assessment that may be pending at contract closeout;



Typical payroll errors and required corrections (continued)

4. **Recommend debarment against repeat violators.** HUD has implemented a zero tolerance policy against contractors who are repeat violators of Davis-Bacon labor standards. The first time an employer is found in violation, the employer is required to pay full restitution to all affected workers and to pay any CWHSSA liquidated damages (for O/T violations) that may be assessed. In addition, the employer must provide written assurance of future compliance. If the employer promptly completes these corrective actions, HUD will not object if the LCA does not recommend debarment against the employer unless there are extenuating circumstances that warrant debarment. If the employer is found in violation again, the LCA must require full correction of any underpayments and payment of CWHSSA liquidated damages assessed. A debarment recommendation made by the LCA against the employer is expected; and
5. **Prepare and submit enforcement reports.** In accordance with DOL regulations (29 CFR Part 5, § 5.7), the contract administrator must prepare and submit to HUD an enforcement report in any case where an employer (contractor or subcontractor) has underpaid its employees by \$1,000 or more or where there is reason to believe that the violations are aggravated or willful, and prepare and submit to HUD semi-annual enforcement reports concerning all Davis-Bacon labor standards administration and enforcement activities involving all HUD-assisted programs. Enforcement reports cover wage underpayments by contractors and subcontractors.

Note that enforcement reports concern only wage violations associated with projects or contracts subject to the labor standards provisions of the DBRA.

Employer-specific enforcement reports

These enforcement reports are used for three general purposes. First, to report to the Secretary of Labor on Davis-Bacon enforcement actions successfully completed in the field by all federal, state, and local agencies. Second, to refer to the Wage and Hour Administrator investigative findings that are in dispute (e.g., where the employer contests findings of underpayment made against it and requests a hearing to appeal the findings). Third, to make recommendations for debarment and other sanctions and for recommendations concerning liquidated damages computed for CWHSSA O/T violations. (See Labor Relations Letter LR-92-02 for additional guidance concerning employer-based enforcement reports.)

6. **Semi-Annual Enforcement Reports.** HUD is required to furnish to DOL semi-annual reports (SARs) concerning the volume of DBRA-covered activities and the compliance and enforcement of DBRA labor standards provisions in HUD programs. The reports are due to DOL by April 30 and October 31 of each calendar year and cover the periods of October 1 through March 31 and April 1 through September 30, respectively. (See DOL regulations at 29 CFR § 5.7(b) and All Agency Memorandum 189.)



Typical payroll errors and required corrections (continued)

To prepare the SAR, HQLS (Headquarters Office Davis-Bacon and Labor Standards) collects data from the LSIS (Labor Standards Information System) and from each RLSO (Regional Labor Standards Officer), and then submits the report to DOL, which accepts electronic submittals of the semi-annual reports in lieu of paper copies at SemiAnnualReport@DOL.gov. HUD collects the reports from its client agencies and compiles a comprehensive report to DOL covering all HUD-assisted Davis-Bacon construction activity. The report may be completed onscreen, saved, and attached to an email message for submission purposes.

RESOURCE

A copy of the Semi Annual Report form (HUD 4710) and instructions (HUD4710i) for LCAs and are available at HUDClips (www.hud.gov/program_offices/administration/hudclips/forms) and at the Davis Bacon and Labor Standards Forms page (www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform).

MORE INFO

States may report directly to DOL, as the state chooses. PHAs, IHAs, and TDHEs should send data for Davis Bacon projects only; data relating to HUD determined maintenance wage rate projects or projects subject to Tribally determined wage rates (for construction or maintenance work) should not be included.



Common errors

The following paragraphs describe common payroll errors and the corrective steps that must be taken.

Inadequate payroll information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate (e.g., does not contain all the necessary information that would be on the optional form WH-347), the employer will be asked to resubmit the payrolls on an acceptable form.

Missing identification numbers

If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

Incomplete payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision, or the employer may request an ad-

ditional classification and wage rate (see Section 9 in the Contractor Addendum). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees (see Section 10 in the Contractor Addendum for instructions about wage restitution).

Wage rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

Indications of falsification on payrolls

The greatest threat to construction workers entitled to a statutorily-mandated prevailing wage for their craft is from employers who know what is required, choose not to pay the required prevailing wage rates, and falsify CPRs to conceal the underpayments. Such willful violators see the workers' underpayment as their own gain and engage in deception to increase this gain. In addition, willful violators that successfully escape detection and are not required to pay prevailing wages will continue to bid on Davis-Bacon contracts until their violations are disclosed and administrative sanctions such as debarment are imposed.

Falsification indicators

HUD has prepared a list and explanation of four common falsification indicators that are detectable during payroll "spot-checks."



Information reported on payrolls that indicate falsification suggests willful, much more serious violations in terms of the amount of back wages that may be due and the number of employees affected.

Such cases most often warrant investigation, which can include on-site interviews, mailing questionnaires to employees, taking written statements or complaints, and other methods to gather and assess the facts of the case. See Appendix III-1 for an explanation of willful violations and falsification indicators.

Apprentices and trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

Overtime

If the employees did not receive at least time and one-half for any O/T hours worked on the project, the following will occur:

1. If the project is subject to CWHSSA O/T requirements, the employer will be asked to pay wage restitution for all O/T hours worked on the project.

The employer may also be liable to the United States for liquidated damages computed at \$26 per day per violation, and indexed to increase annually. Or,

2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA O/T violations.

Also, the contract administrator may refer the matter to DOL for further review.

Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization, or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of CPRs that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.



Fringe benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid (neither 4(a) nor 4(b) is marked on the Statement of Compliance), the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred.

However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

Signature

If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principal or other authorized signatory.

On-site interview comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (e.g., the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction CPR.

Correction certified payroll

Any and all changes to data on a submitted payroll report must be re-

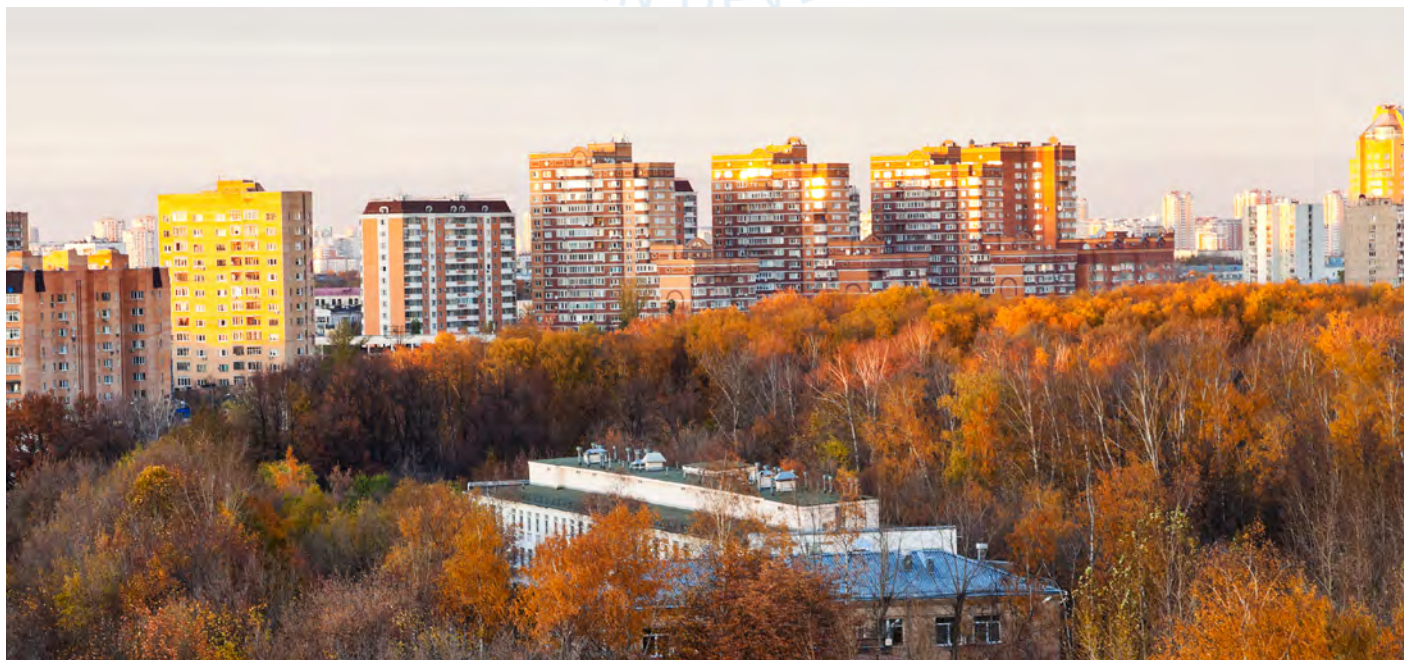
ported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

Restitution for underpayment of wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a CPR. If a violation of labor standards requirements results in an underpayment of wages to employees, the LCA should notify the prime contractor to either make wage restitution or direct its subcontractor to do so. Where restitution amounts are in excess of \$10 per worker, the employer must attest to wage restitution paid on a correction certified payroll.

Notification to the Employer/Prime contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.



Notification to the Employer/Prime contractor (continued)

MORE INFO

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work with the prime contractor when the issues are complex, when there are significant underpayments, and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required documentation.

Computing wage restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. Alternatively, wage restitution may be computed by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

Total hours worked times (x) adjustment rate (DB rate – rate paid)
= wage restitution due; or

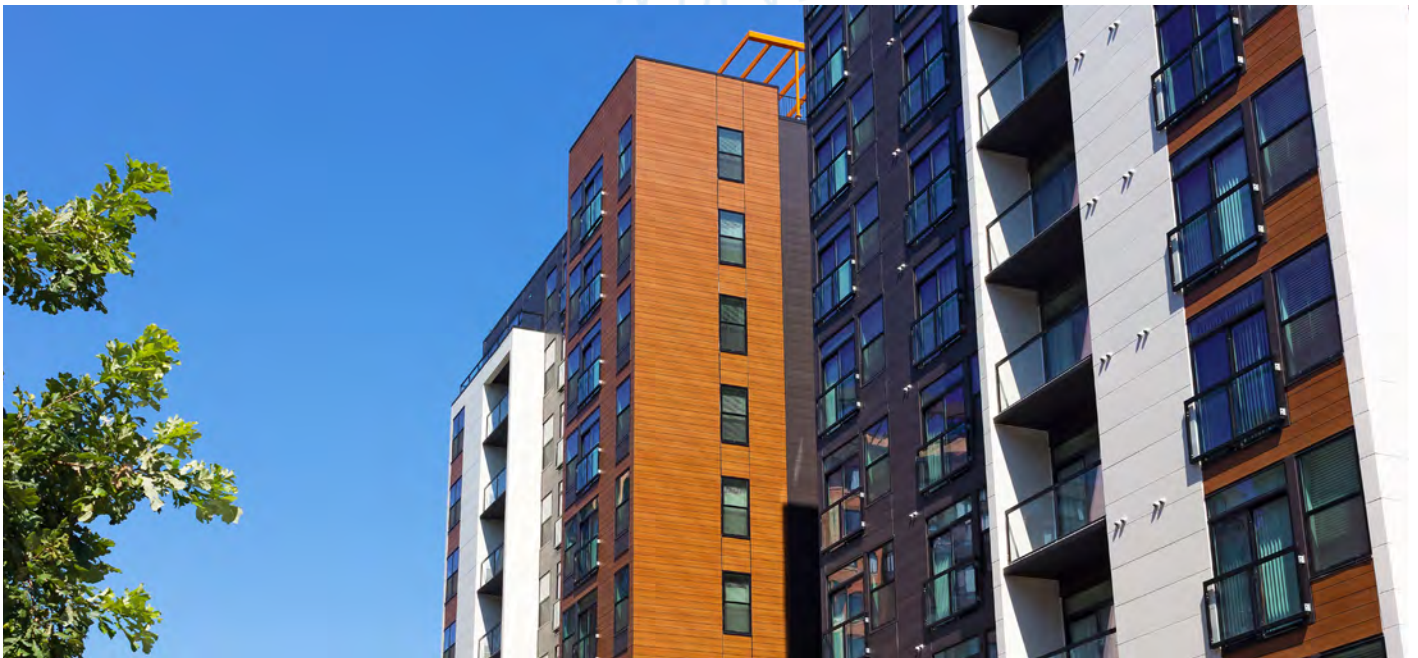
Total wages earned minus (-) total wages paid = wage restitution due.

Correction certified payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period for which restitution is due (e.g., Payrolls #1 through #6, or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification, the total number of work hours involved (daily hours are usually not applicable for wage restitution), the adjustment wage rate (the difference between the required wage rate and the wage rate paid), the gross amount of restitution due, deductions, and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll. HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashier's, canceled, or other) or employee-signed receipts or waivers.

MORE INFO

In the course of basic enforcement and corrections, the employer need only submit a correction CPR to evidence wage restitution paid. Other documentation such as copies of checks, copies of cancelled checks, receipts signed by the employees, employee signatures on the correction CPR, etc., is not required.



Review of correction CPR

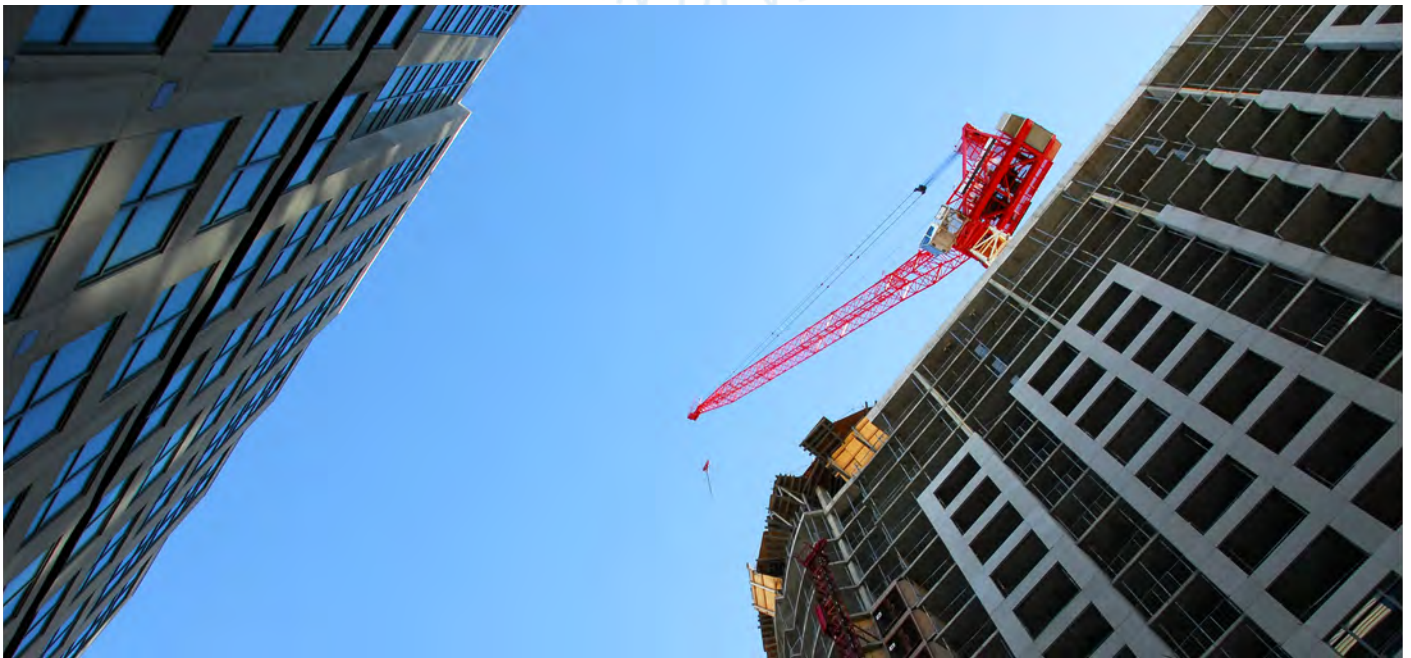
The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

Withholding payments due to the contractor

If wage violations are not corrected within 30 days after notification to the prime contractor, the LCA may cause the withholding of payments due to the contractor in the amount needed to ensure the full payment of restitution and, if applicable, liquidated damages computed for CWHSSA O/T violations. Only the amounts necessary to meet the potential back wage and CWHSSA liquidated damages liabilities should be withheld.

Unfound workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers), providing their name, Social Security number, last known address, and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or labor standards escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for three years after the completion of the project. After three years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD. Contact the HUD LSS for your area if you encounter this situation.





ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

See Section 9 in the Contractor Addendum.

SANCTIONS AND RESTITUTION

See Section 9 in the Contractor Addendum.

APPENDIX

- Appendix I-1 Reorganization Plan No. 14 of 1950
- Appendix I-2 Delegations of Authority
- Appendix I-3 Labor Standards Core Work Activities
- Appendix II-1 HUD Davis-Bacon Related Acts
- Appendix II-2 Davis-Bacon Act Copeland Anti-Kickback Act
- Appendix II-3 Contract Work Hours and Safety Standards Act
- Appendix II-4 Federal Labor Standards Coverage in Major HUD Programs
- Appendix II-5 Factors of Labor Standards Applicability
- Appendix III-1 HUD's Willful Violations and Falsification Applicability
- Appendix III-2 Sample Deposit Schedule
- Appendix III-3 Sample Tax Withholding Notice
- Appendix III-4 Unfound Worker Schedule
- Appendix III-5 Refund of Deposit Memorandum Template
- Appendix IV-1 Acronyms and Symbols



DAVIS-BACON AND LABOR STANDARDS CONTRACTOR GUIDE ADDENDUM

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INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:
www.hud.gov/program_offices/davis_bacon_and_labor_standards

BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project is it because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29

Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting

requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over \$100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).



Davis-Bacon Wage Decisions

The term “wage decision” includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term “wage decision” is used within this Guide to mean the Davis-Bacon wage decision. The terms “wage decision” and “wage determination” are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms

RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov





CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHEs, and States, cities and counties under HUD's CDBG and HOME programs.

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



WAGE BASICS

The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

RESOURCE

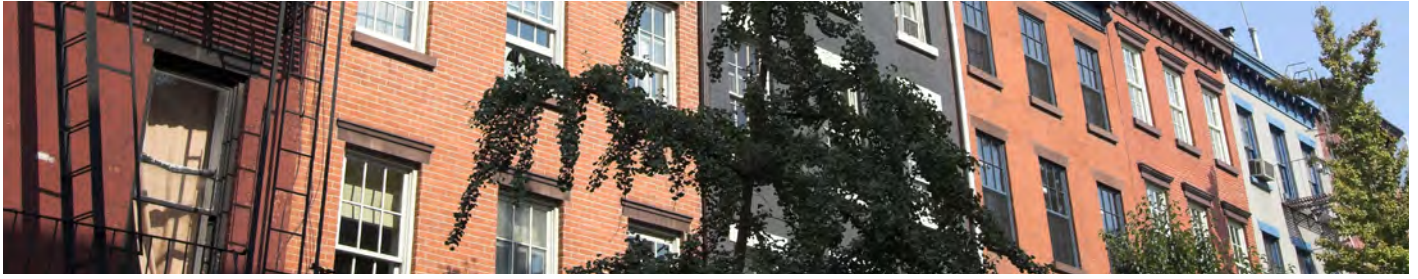
A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms. Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

RESOURCE

The Employee Rights Under the Davis Bacon Act poster replaces the Notice To All Employees. The new poster is available in English and Spanish online at: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13.



REVIEWING PAYROLLS

Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at www.dol.gov/whd/forms/wh347.pdf.

Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

“No Work” payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a “Statement of Compliance” that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).

Payroll Review and Submission

The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.





REPORTING PAYROLLS

Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for Federal labor standards compliance monitoring. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.

Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be: $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$.

Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.



Net pay

Show the net amount of wages paid.

Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

Signature

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

MORE INFO

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.





ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at whd-cbaconformance_incoming@dol.gov. The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision “lock-in” date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

Additional Work Classification and Wage Rate Parameters

Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers’ representatives agree with the proposed wage rate.

General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.

LSS/LCA Review of Request

The LSS/LCA will review the prime contractor/employer's request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

Signing the request, reporting to DOL

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL's dedicated email address:

whd-cbaconformance_incoming@dol.gov.

Disagreement with the request; referring for DOL decision

If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

DOL decision

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

DOL approval

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.



DOL disapproval

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

Notification to the prime contractor/employer

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

Requests for DOL reconsideration

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.





SANCTIONS AND RESTITUTION

Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of

the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

Administrative Review Board

Any interested party may request a review of the Administrator’s decision on reconsideration by DOL’s Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

Rulings and interpretations unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.

Disputes concerning findings of underpayment

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

DOL review

DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

Administrative Review Board

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

Withholding

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.



Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper



documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.

Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

DOL debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

HUD sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.



Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:



States may submit any such recommendation to DOL directly.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.



Superseded General Decision Number: MA20230025

State: Massachusetts

Construction Type: Highway

County: Worcester County in Massachusetts.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	03/22/2024

3	05/31/2024
4	06/21/2024
5	09/13/2024
6	09/20/2024

CARP0336-004 03/01/2024

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 46.86	30.94

* ELEC0103-007 09/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 63.78	36.22

ENGI0004-030 06/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 56.03	32.75
Group 2.....	\$ 55.41	32.75

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
Labor Day, Memorial Day, Independence Day, Patriot's Day,
Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Backhoe/Excavator/Trackhoe; Bobcat/Skid Steer/Skid
Loader; Broom/Sweeper; Gradall; Loader; Paver (Asphalt,
Aggregate, and Concrete); Post Driver (Guardrail/Fences)
Group 2: Bulldozer; Grader/Blade; Roller

ENGI0004-031 05/23/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (Milling Machine).....	\$ 56.03	32.75

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
Labor Day, Memorial Day, Independence Day, Patriot's Day,
Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

IRON0007-028 03/16/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 54.38	36.48

IRON0007-029 03/16/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 54.68	36.48

LAB00039-003 06/01/2018

	Rates	Fringes
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LABORER

Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 33.50	22.92
Common or General.....	\$ 33.25	22.92
Guardrail Installation.....	\$ 33.50	22.92

PAIN0035-023 07/01/2024

	Rates	Fringes
PAINTER (Steel).....	\$ 56.76	36.00

SUMA2014-015 01/11/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 56.70	21.08
IRONWORKER, REINFORCING.....	\$ 56.48	20.62
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 41.78	18.37
LABORER: Landscape.....	\$ 40.39	17.68
OPERATOR: Crane.....	\$ 52.14	21.08
OPERATOR: Forklift.....	\$ 64.67	0.00
OPERATOR: Mechanic.....	\$ 48.14	17.02
OPERATOR: Piledriver.....	\$ 44.46	16.94
PAINTER: Spray (Linestriping)....	\$ 48.00	0.00
PILEDRIVERMAN.....	\$ 45.65	23.33
TRAFFIC CONTROL: Flagger.....	\$ 23.00	20.44
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 44.49	12.41
TRUCK DRIVER: Concrete Truck....	\$ 33.69	15.79
TRUCK DRIVER: Dump Truck.....	\$ 30.38	7.20
TRUCK DRIVER: Flatbed Truck.....	\$ 48.53	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CORI COMPLIANCE / GENDER IDENTITY & EXPRESSION

Vendors entering into contracts with the City of Worcester must affirm that their policies regarding CORI information are consistent with the CORI hiring standards set by the City of Worcester. The City's CORI hiring policy may be downloaded from City of Worcester website www.worcesterma.gov. Questions pertaining to the City's CORI hiring policy are to be directed to the Equal Employment Opportunity Officer, Executive Office of Human Resources at hr@worcesterma.gov

CERTIFICATION

All Vendors must check one of the three lines below.

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth with the CORI hiring standards set by the City of Worcester.
3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth with the CORI hiring standards set by the City of Worcester. (a copy of the Vendor's written CORI policy must accompany this form).

(Typed or printed name of person
signing quotation, bid or proposal)

Signature

Name of Business

A Vendor with a CORI policy that does NOT conform to the City standards must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver granted by the City. For any waiver to be granted, a written request should accompany bid submission explaining in detail why the vendor fails or refuses to comply with the City's CORI hiring standards.

Gender Identity Standards Applicable to Vendors

The city will do business only with vendors that have adopted and employ Gender Identity policies, practices and standards that are consistent with city standards.

The city may review all vendors' Gender Identity policies and practices for consistency with city standards.

By signing this bid, vendor confirms that their Gender Identity policies, practices and standards are consistent with those of the City of Worcester. For further information please refer to the Ordinance Relative to Gender Identity and Expression found at www.worcesterma.gov or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-8486.

VENDOR/SERVICE PROVIDER CERTIFICATION

TO BE AWARDED A VENDOR/SERVICE CONTRACT, ALL PARTS OF THIS FORM THAT APPLY TO YOUR BID MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

Bidder is a Minority Business Enterprise (MBE) - see reverse for definition Yes _____ No _____

Bidder is a Woman Business Enterprise (WBE) - see reverse for definition Yes _____ No _____

IF SUBCONTRACTING any portion of the service covered by this bid, the successful bidder shall demonstrate a good faith effort to seek and use TEN PERCENT (10%) Minority and FIFTEEN PERCENT (15%) Women-owned Businesses.

A. YOUR INTENT TO SUBCONTRACT. CHECK (✓) THE APPROPRIATE BOX:

☐

No work will be subcontracted. Complete Section "C" only.

☐

Some work will be subcontracted. Complete Section "B" and "C"

B. LIST SUBCONTRACTORS Engaged to do any portion of this Bid.

Check (✓) the appropriate box and give complete information.

☐

MBE

☐

WBE

☐

OTHER

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

Check (✓) the appropriate box and give complete information.

☐

MBE

☐

WBE

☐

OTHER

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

C. ITEM/SERVICE BID ON: _____ BID NO.: _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

For purposes of the City’s classification and reporting program, the following definitions apply:

Minority Business Enterprise (MBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. “Minority group members” are U.S. citizens who are African-American, Latin American, Native American, Asian-Pacific American and Asian-Indian American. “Ownership” by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily business operations.

Women Business Enterprise (WBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by women group members. “Ownership” by women means the business is at least 51% owned by women or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more women. Further, those women group members control the management and daily business operations.

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

DATE: _____

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts State Tax Returns and paid all Massachusetts State and City Taxes required under law.

COMPANY NAME: _____

STREET ADDRESS: _____

CITY OR TOWN: _____

STATE: _____

ZIP CODE: _____

TELEPHONE NO.: _____

FAX NO. _____

SOCIAL SECURITY OR FEDERAL IDENTIFICATION NO.: _____

AUTHORIZED SIGNATURE: _____

FAILURE TO COMPLETE THIS FORM MAY RESULT IN REJECTION OF BID AND/OR REMOVAL FROM CITY BID LIST.

RIGHT TO KNOW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111f 228, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulation contained in 441 CMR S21-05. Failure to submit a MSDS and/or labels on each container will place the vendor in noncompliance with the purchase order and/or contract. Failure to furnish MSDS's and/or labels on each container may result in Civil or Criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 1.1F or M.G.L. are cautioned to obtain and read the law and rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834 for \$2.00 plus \$.65 postage. In addition, copy of "Right to Know" law is available in Purchasing Department for review.

WAGE THEFT PREVENTION CERTIFICATION

By the Revised Ordinances, Chapter 2, Section 39, the city of Worcester has established requirements for certain contracts in an effort to prevent wage theft. Prospective contractors must provide the following certification and disclosures with their bids/proposals. The City will not award a contract without receipt of this completed certification.

INSTRUCTIONS: A prospective contractor shall **(a)** check Box 1 *OR* Box 2, as applicable, **(b)** check Boxes 3-5, **(c)** sign this form certifying compliance with the Wage Theft Prevention Ordinance, and **(d)** submit the completed form with its bid/proposal. For multi-year contracts, the successful bidder/proposer shall submit the completed form annually to the Purchasing Director.

Pursuant to the Wage Theft Prevention Ordinance, successful bidders/proposals shall post in conspicuous places the Mass. Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, Sec. 151, and the Fair Labor Standards Act (FLSA). The notice may be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

ALL BIDDERS/PROPOSERS MUST CERTIFY THAT [check either Box 1 or Box 2, as applicable]

1. ☐ Neither this vendor/contractor nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This vendor/contractor, or a prospective subcontractor, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission. The firm shall provide a copy of the same with the bid/proposal.

ALL BIDDERS/PROPOSERS MUST CERTIFY EACH OF THE FOLLOWING

3. ☐ Within five (5) days of receiving notice, the vendor/contractor shall report and provide a copy of any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract provide the same to the Purchasing Director.

4. ☐ A vendor/contractor awarded a contract that has disclosed under paragraph 3 above shall, upon request, furnish monthly certified payrolls for the City contract as the Purchasing Director instructs and shall, at the discretion of the Purchasing Director, obtain a wage/payment bond or other suitable insurance as required by the Wage Theft Prevention Ordinance. Vendors/contractors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. ☐ The contractor shall post notices provided by the City in conspicuous places informing employees of the protections of the Wage Theft Prevention Ordinance, and applicable local, state and federal law.

The undersigned certifies under the pains and penalties of perjury that the contractor is in compliance and agrees to remain in compliance with the provisions of the Wage Theft Prevention Ordinance for the term of its contract with the City.

Signed:

Print Name & Title

Company Name

Date