

DANVERS HOUSING AUTHORITY

REQUEST FOR QUOTES (RFQ)

FIRE ALARM TESTING, MAINTENANCE & REPAIR SERVICE CONTRACT

RFQ # **05142025DHA**

Issue Date: Wednesday, May 14, 2025

Submission Due Date: Thursday, May 29, 2025

Danvers Housing Authority

14 Stone Street

Danvers, MA 01923



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SECTION 1: INTRODUCTION

1.1 Danvers HOUSING AUTHORITY

The Danvers Housing Authority (hereinafter, "Authority" or "Owner" or "LHA") is a public entity that provides subsidized housing and housing assistance to low-income families, within the Town of Danvers, Massachusetts. The Authority is headed by an Executive Director and is governed by a board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations, Mass. General Law and the Authority's procurement policy.

Currently, the Authority owns and/or manages: 14 Stone Street (40 One Bedroom Apartments and Office Building); 95 Holten Street (40 One Bedroom Apartments); 15-27 Rice Street (62 One Bedroom Apartments); 7 Charter Street (23 One Bedroom Apartments); 80 Maple Street (15 One Bedroom Apartments); Perry Terrace (25 One Bedroom Apartments); 67 Poplar Street (10 person group home); 1-36 Rand Circle (11 Four Bedroom, 15 Three Bedroom and 10 Two Bedroom Apartments); 10 Water Street (4 Two Bedroom and 4 Three Bedroom Apartments); 24 Cherry Street (1 Four Bedroom and 1 Two Bedroom Apartments); and 4 Two Bedroom and 4 Three Bedroom Apartments at Stone, Ash, and Fellows Street throughout the Town of Danvers.

The Authority is requesting quotes from qualified, licensed and insured Contractors to provide full Fire Alarm Testing, Maintenance and Repair services as specified in the enclosed documents. The successful bidder will be required to sign a contract with the Authority for a period of one-year beginning June 1, 2025 through May 30, 2026, with the option to renew for two (2) additional one-year periods, for a maximum total of three years. The renewal of any consecutive year is at the sole discretion of the Authority. The contract price for each year is a fixed price equal to the pricing for recurring services established on the attached Form for Quote as well as an estimate for repairs based on the hourly pricing provided on the bid submitted.

1.2 PUBLIC NOTIFICATION

PUBLIC NOTIFICATION FOR WRITTEN QUOTES

The Danvers Housing Authority, the Awarding Authority, invites written quotes from Contractors for Fire Alarm Testing, Maintenance and Repairs Service Contract for the Danvers Housing Authority in Danvers, Massachusetts, in accordance with the documents herein.

The estimated three (3) year value of this Contract is \$ 45,000 Not to exceed \$50,000

All Quotes are subject to applicable bidding laws including, but not limited to M.G.L. c.149 §44A – H, M.G.L. c.30 and applicable federal procurement laws. To the extent there are inconsistencies between state and federal procurement laws, the more stringent standard will be followed for purposes of this Request for Quotes.

Written Quotes will be received until 2:00 PM, Thursday, May 29, 2025

All Quotes should be submitted via email to cdunn@danvershousing.org or delivered to Danvers Housing Authority, 14 Stone Street and received no later than the date & time specified above. Quotes may be emailed, hand delivered or mailed.

Contract Documents will be available for pick-up at: 14 Stone Street or downloaded at www.danvershousing.org after 05/14/2025

There will be a recommended, but non-mandatory, pre-bid conference held on 05/21/2025 located at 14 Stone Street at 11 am.

All questions and requests for interpretation must be submitted in writing to cdunn@danvershousing.org no later than 05/22/2025 at noon. Questions and requests for interpretations may be responded to via addendum, as determined by the Owner.

END OF PUBLIC NOTIFICATION FOR WRITTEN QUOTES

SECTION 2: INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

Each Bidder (hereinafter called the "Bidder") by making a Quote (hereinafter called "Quote") represents that:

- 1.1 The Bidder has read and understands the Contract Documents and the Quote is made in accordance therewith.
- 1.2 The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.3 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation arising from submitting a Quote.
- 1.4 By receiving and reviewing this document, each Bidder is thereby agreeing to abide by all terms and conditions listed herein.

ARTICLE 2 - BIDDER CERTIFICATIONS – OSHA & LEAD TRAINING

- 2.1 Massachusetts law requires all workers on this project construction site must have no less than 10 hours of OSHA-approved safety and health training.
- 2.2 The Contractor shall comply with requirements of EPA Regulation 40 CFR 745 including but not limited to Company, supervisor, and worker training.

ARTICLE 3 - MBE/WBE PARTICIPATION GOALS – NO REQUIREMENTS

ARTICLE 4 - REQUESTS FOR INTERPRETATION

- 4.1 Bidders shall promptly notify the Owner and or his/her Representative of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 4.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Owner and or his/her Representative. The Owner and or his/her Representative will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 4.3 Interpretation, correction, or change in the Contract Documents will be made by written Addendum which will become part of the Contract Documents. Neither the Owner nor the Owner Representative will be held accountable for any oral interpretations, corrections, or changes
- 4.4 Each individual or firm recorded (registered plan holder) as having requested a set of Contract Documents will be electronically notified via email when any addenda are issued. Hard copy addenda will not be issued.
- 4.5 Copies of addenda will be made available for inspection at the locations listed in the Advertisement where Contract Documents are on file or available.

ARTICLE 5 - PREPARATION AND SUBMISSION OF QUOTES

- 5.1 Quotes should be submitted on the "Form for Quotes" as appropriate, furnished at no cost by the Owner.
 - 5.1.1 All entries on the Form for Quotes shall be made by typewriter or in ink.
 - 5.1.2 Where so indicated on the Form for Quotes sums shall be expressed in both words and figures. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the words shall control.
 - 5.1.3 **DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED!** Contractors are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Authority by the contractor, such may invalidate that bid. If, after accepting such a bid, the Authority decides that any such entry has not changed the intent of the bid that the Authority intended to receive, the Authority may accept the bid and the bid shall be considered by the Authority as if those additional marks, notations or requirements were not entered on such.
 - 5.1.4 Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority.

5.2 Bid Deposits – **NOT required** for contracts with a three (3) year estimated contract value less than \$50,000.

5.3 Delivery of Quotes

- 5.3.1 The Quote shall be submitted with the following clearly marked on the envelope, fax cover sheet, or email:
- QUOTE FOR:
 - NAME OF HOUSING AUTHORITY AND RFQ NUMBER
 - BIDDER'S NAME AND BUSINESS ADDRESS
 - PHONE NUMBER & CONTACT PERSON
- 5.3.2 Date and time for receipt of Quotes is set forth in the Public Notification.
- 5.3.3 Timely delivery of a Quote at the location designated shall be the full responsibility of the Bidders.
- 5.3.4 The Owner shall have no obligation to compensate any contractor for any costs incurred in responding to this RFQ

ARTICLE 6 - WITHDRAWAL OF QUOTES

6.1 Before Opening of Quotes

- 6.1.1 Any quote may be withdrawn prior to the time designated for receipt of quotes upon written request. Withdrawal of Quotes must be confirmed over the Bidder's signature by written notice post-marked or sent by email on or before the date and time set for receipt of Quotes.
- 6.1.2 Withdrawn quotes may be resubmitted up to the time designated for the receipt of Quotes.

6.2 After Opening of Quotes

- 6.2.1 Bidders may withdraw Quotes, without penalty, any time up to the time of Award as defined in paragraph 7.1, and upon demonstrating, to the satisfaction of the Housing Authority, that a bona fide clerical error was made during the preparation of the Quote.

6.3 In the event of a Quotes Withdrawal after Opening of Quotes, the Housing Authority shall consider the Quote from next lowest eligible and responsible bidder

ARTICLE 7 - CONTRACT AWARD

- 7.1 **Award** means the determination of the lowest, responsible and eligible Bidder by the Owner.
- 7.2 The Owner will award the contract to the lowest responsible bidder, subject to Board approval, within thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the opening of quotes.
- 7.3 As used herein, the term "responsible" shall mean the person:
- 7.3.1 Who demonstrably possesses the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of M.G.L. c. 149(44)(d)
- 7.3.2 Who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; and
- 7.3.3 Who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- 7.3.4 Who is not debarred from bidding under M.G.L. c. 149, §44C.
- 7.4 The Owner reserves the right to reject any or all bids, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the Authority to be in its best interests.
- 7.5 The Owner reserves the right not to award a contract pursuant to this RFQ.
- 7.6 The Owner reserves the right to reject and not consider any bid that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.

ARTICLE 8 - FORMS REQUIRED AT CONTRACT APPROVAL

8.1 Upon award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the Bidder by Owner and three (3) originals must be submitted.

1. Owner-Contractor Agreement.

2. Form of Certificate of Vote of Authorization (If Applicable)
 3. **Form of Contractor's Equal Employment Certification** in accordance with Section 00.73.36 of the General Conditions.
 4. **FOR PROJECTS or contracts with a bid/contract cost exceeding \$25,000: Form of Performance Bond and Form of Payment Bond** must be submitted by the General Contractor on DHCD's form, in accordance with Section 3.10 of the General Conditions. The dates on the bonds must coincide with the contract date, and a current Power-of-Attorney must be attached to each bond.
- 8.2 Insurance Certificates for the coverage required by Section 3.8 of the General Conditions must be submitted prior to contract validation; refer to Section 3 for minimum coverage requirements.
- 8.2.1 General Contractors must indicate on Builders Risk insurance Certificate or installation floater if stored materials are covered.
- 8.3 Contractor's Company Certification with EPA Regulation 40 CFR 745 must be submitted prior to contract validation.

ARTICLE 9 - CONTRACT VALIDATION

- 9.1 The Notice to Proceed for services shall not be issued until the Owner-Contractor Agreement has been executed by the Contractor and the Awarding Authority.
- 9.2 Incomplete or unacceptable submissions of forms required by paragraphs **8.1 - 8.3** will delay the execution of the Owner-Contractor Agreement by the Awarding Authority.

END OF SECTION INSTRUCTIONS TO BIDDERS

SECTION 3: GENERAL CONDITIONS

3.1 THE CONTRACT DOCUMENTS

The Contract for Testing, Maintenance and Repair Services consist of the Contract Documents which include the Owner-Contract Agreement, Public Notification, Quote Form, Conditions of the Contract, Specifications, Drawings, all Addenda issued prior to execution of the Contract and any other documents listed in the Agreement and Modifications issued after execution of the Contract.

3.2 OWNER

The term "Owner" sometimes also referred to as the "Awarding Authority" or "Authority" means the Housing Authority identified in the Owner-Contractor Agreement, organized and existing under the provisions of M.G.L. c.121B

3.3 BIDDER

The term "Quote(s)" "Bid(s)" or "Bidder(s)" shall mean the person or firm from which prices have been submitted to the Owner for services identified in these documents.

3.4 DEPARTMENT

The term "Department" means the Commonwealth of Massachusetts, Executive Office of Housing and Community Development, also referred to as "EOHLC."

3.5 PROJECT FUNDING

The Work under this Contract may be funded wholly or in part by the Commonwealth of Massachusetts through the Department pursuant to a Contract for Financial Assistance between the Department and the Owner. The Work under this Contract may also be funded wholly or in part with by the federal government through the Department of Housing and Urban Development. To the extent federal funds are received by the Owner for the Work, the supplementary conditions attached hereto shall be part of this Contract, and where the terms or conditions of said supplementary conditions conflict with this Contract, the more stringent terms or conditions shall apply.

3.6 CONTRACTOR

The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

3.7 CONTRACTOR'S PERSONNEL

The Contractor shall employ a supervisor, licensed in the applicable trade, and all skilled tradesmen necessary to perform the services required in this contract. The Authority shall have the right to require the Contractor to remove and/or replace any of the personnel for non-performance or unprofessional behavior. The Contractor or his supervisor shall be available to inspect such work as required by the Authority.

The Contractor shall provide certification in writing to the Authority confirming that all employees employed by the contractor have successfully passed a Criminal Offenders background check.

All work must be performed by or under direct supervision of a licensed person, licensed in the applicable trade pursuant to this RFQ. The Contractor must provide a copy of their license as well as each employee employed by the Contractor and working on the Authority's properties.

3.8 CARE OF WORK/DAMAGES

All work is to be carefully protected so no damages will come of it from water, frost, accident or any other cause. Any damages which may come to any of the work shall be repaired immediately by the Contractor at his/her own expense and without additional cost to the Authority. This shall also apply to any abutting or adjoining work on the premises. The Contractor shall be responsible for any damage to abutting or adjoining surfaces; in the event of such damage, the Contractor shall repair said damaged areas immediately at his/her own expense without additional cost to the Authority.

3.9 MATERIAL

The Authority reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the Authority. The Contractor must be willing to make repairs using parts supplied by the Authority when applicable. The Authority reserves the right to purchase necessary materials, supplies, components and equipment when it determines that it is in the best interest of the Authority to do.

3.10 REMOVAL OF DEBRIS

It is the Contractor's responsibility to remove all debris. Debris of any nature shall be completely removed from the site at the end of each day's work and disposed of in accordance with all Federal, State and Local regulations.

3.11 SECURITY OF WORK

The Contractor is responsible for the security of all work, materials and equipment until it is accepted by the Authority.

3.12 HOURS OF OPERATION

For purposes of this RFQ, unless specifically authorized by the Authority, in writing, regular working hours are Monday – Friday 7:30 a.m. to 4:00 p.m. After hours are Monday – Friday 4:00 p.m. to 7:30 a.m. and anytime Saturday, Sunday and Holidays.

3.13 SALES TAX EXEMPTION AND OTHER TAXES

To the extent that materials and supplies are used or incorporated in the performance of this contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.

Purchases by the Authority are exempt from any Federal, State or Municipal Sales and/or Excise Taxes.

The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the work.

3.14 PERMITS, FEES AND NOTICES

The Contractor shall secure, and the Owner shall pay for any and all permits. The Contractor shall secure and pay for all licenses, and other fees required for the proper execution of services.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the work. If the Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Authority, the Contractor shall assume full responsibility for such work and shall bear the attributed costs.

The Contractor shall secure all permits and governmental fees, licenses and inspections necessary for proper execution and completion of services

The Contractor may invoice permits at cost with appropriate documentation verifying that such permit/s have been obtained.

3.15 BONDS

For Contracts exceeding \$25,000, the Contractor shall provide the Owner with a 100% performance and payment (labor and materials) bonds in the form provided by the Department, executed by a surety licensed by the Commonwealth's Division of Insurance. Each such bond shall be in the amount of the Contract Sum.

Bonds must be submitted by the Contractor on DHCD's forms and shall obtain the bonds within ten (10) days from the date of notification of contract award.

3.16 EXECUTIVE ORDERS

The Contractor shall comply with the provisions of M.G.L. c. 151B; Executive Order 478, regarding non-discrimination, diversity, equal opportunity; Executive Order 481, prohibiting the use of undocumented workers on state contracts; U.S. Department of Labor Executive Order 11246 regarding Equal Opportunity Employment and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, and regulations are incorporated herein by reference and made a part of this Contract.

3.17 OSHA AND SAFETY

The Contractor shall provide copies of OSHA cards to the Authority confirming that all employees employed by the Contractor have successfully completed ten (10) hours of OSHA training per year.

The Contractor must comply with all Federal, State, and local safety laws and regulations applicable to work performed under this Contract.

3.18 RIGHT TO KNOW LAW

The Contractor 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. c. 111F, sections 8,9, and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c 111F section 7 and regulations contained in 441 CMR 21.06 when deliveries are made. Failure to furnish MSDS 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 contain said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA 02133, Telephone: (617) 727-2834.

3.19 INVOICING

Invoices should be submitted within 30 days of completion of services. Invoices shall include, but not limited to, date and location of service, hours worked, hourly rate as based on the quoted pricing, description of work performed, certified payroll reports, itemized list of materials used and permits at cost.

The Authority will pay for time on-site only. The Authority shall not pay travel expenses associated with the performance of work outlined under this RFQ.

Prior written authorization from the Authority is needed when two or more employees are necessary to complete the work.

All costs for parts/materials, not covered under this contract as noted in Section 5, shall be paid on a cost plus 10% margin to compensate for the bidder's overhead costs. It will be the contractor's responsibility to provide a copy of their supplier's invoice for the parts/materials with the invoice to the Owner. No parts/materials will be paid for without the contractor's supplier invoice for those parts/materials.

3.20 PAYMENTS

Payments to the Contractor shall be made within thirty days after the work has been completed, fully inspected, accepted by the Authority and all necessary documentation has been submitted.

Necessary documentation will include but not limited to certificate of insurance, copies of licenses, permits, written invoice, inspection reports, warranty certificates, installation and owner's manuals for any equipment installed.

The Contractor shall as hereinafter specified under Section 4 submit payroll reports with each invoice.

3.21 AUTHORITY'S RIGHTS

The Authority reserves the right to call the next lowest contractor if the awarded Contractor cannot fulfill his/her obligations to the agreement.

The Authority reserves the right to undertake whatever actions it deems necessary to correct a fault within the system which may jeopardize the safety of any resident or building, regardless of this RFQ and provisions and/or conditions herein stated.

The Authority reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the Contractor(s).

3.22 INSURANCE

The Contractor shall provide insurance coverage as listed in subparagraphs 3.22.1 - 3.22.6. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract.

3.22.1 WORKERS' COMPENSATION and EMPLOYERS LIABILITY

Workers' Compensation: Coverage A	Per G.L. c149 §34 and c152, as amended.
Employer's liability: Coverage B	\$500,000 Bodily Injury by Accident each accident
	\$500,000 Bodily Injury by Disease each employee
	\$500,000 Bodily Injury by Disease policy limit

3.22.2 COMMERCIAL GENERAL LIABILITY

Contractor shall provide to the Owner the "Commercial General Liability" policy form CG0001, or the exact equivalent with the limits of no less than:

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
Damages to Premises Rented by You	
Not Specified Medical Expenses	\$5,000

Additional insured coverage for the Commercial General Liability policy should apply to both ongoing and completed operations with endorsements at least as broad as forms CG2010 0413, CG2038 0423 and CG2037 0412.

3.22.3 AUTOMOBILE LIABILITY

Contractor shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA0001, or the exact equivalent. If contractor owns no vehicles, this requirement may be met through a non-owned endorsement to the Commercial General Liability.

Bodily Injury	\$500,000 each person
	\$1,000,000 each accident
Property Damage	\$500,000 each accident
	or
	\$1,000,000 combined single limit

3.22.4 OWNER AS CO-INSURED

The Owner, the **Department and where applicable, the Owner's Regional Capital Assistance Team (RCAT)** as described in G.L. 121B, §26C or other agent, shall be named as additional insureds on the Contractor's liability policies. Coverage should apply on a primary and non-contributory basis.

3.22.5 CERTIFICATES OF INSURANCE, POLICIES

The Contractor shall not commence work on this contract until proof of compliance with this article has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the Contractual Liability Coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the Owner within sixty days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

3.22.6 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

3.23 WARRANTY

(A) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of **1 YEAR** from the date of final acceptance of the work. Each payment made to the Contractor by the Owner shall establish the acceptance date for work performed listed therein with each invoice and each payment date shall establish the beginning of the warranty period for work listed on the invoice. If the Authority takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year (unless otherwise indicated) from the date that the Authority takes possession.

(B) The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Authority-owned or controlled real or personal property when the damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(C) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year (unless otherwise indicated) from the date of repair or replacement.

(D) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(E) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Authority shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(F) With respect to all warranties, expressed or implied from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Authority; and,
- (3) Enforce all warranties for the benefit of the Authority.

(G) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the Authority may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(H) Contractor shall not be liable for the repair of any defect of material or design furnished by the Authority nor for the repair of any damage that results from any defect in Authority furnished material or design.

(I) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(J) This warranty shall not limit the Authority's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

3.24 TERMINATION FOR CAUSE AND FOR CONVENIENCE

The Authority may terminate this contract in whole, or from time to time in part, for the Authority's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The Authority shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Authority all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. If the termination is for the convenience of the Authority, the Authority shall be liable only for payment for services rendered before the effective date of the termination. If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the Authority may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the Authority, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the Authority; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the Authority by the Contractor. In the event of termination for cause/default, the Authority shall be liable to the Contractor for reasonable cost incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:

1. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
2. A receiver has been appointed over the Contractor's property.
3. All or a part of the Work has been abandoned.
4. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract Documents.
5. The Owner has determined that the rate of progress required on the project is not being met.
6. The Contractor has substantially violated any provisions of this Contract.
7. **Unauthorized Sub-Contracting Prohibited:** The successful contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of the Authority. Contractor requesting such written consent must do so at the time of bid submission and within 5 calendar days after the receipt of bid shall provide to the Authority with the company name, address and principal of such company. If this information is not provided within such time, the contractor shall be deemed unresponsive and such bid shall be rejected. Any purported assignment of interest or delegations of duty, without the prior written consent of the Authority, shall be void and may result in cancellation of the contract with the Contractor, or may result in the full or partial forfeiture of the funds paid to the successful bidder as a result of the proposed contract: either as determined by the Authority.

3.25 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Authority from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

END OF SECTION GENERAL CONDITIONS

SECTION 4: PREVAILING WAGES AND LABOR REGULATIONS

4.1 PREVAILING WAGE RATES

- 4.1.1 **Work for certain professional services covered under this contract are excluded from prevailing wage rates. These exclusions include: Inspections, testing, and monthly preventative maintenance of fire prevention, detection and signaling devices without repairs.**
- 4.1.2 **Installations, repairs and or replacements of any parts associated with the work under this contract are subject to the prevailing wage rates and the follow subsections 4.1.3 through 4.4.2 shall apply.**
- 4.1.3 The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Massachusetts Department of Labor Standards. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract. Any questions relative to the applicability of any wage rate shall be directed to the Division of Occupational Safety.
- 4.1.4 Keep a legible copy of said schedule posted on the site at all times. Provide the Owner, on a weekly basis, and keep an on-site file of the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Department, Architect, or any agency having jurisdiction.
- 4.1.5 Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by MGL c149 § 34B, as amended. Such police officers shall be covered by Worker's Compensation Insurance and Employers Liability Insurance provided by the Contractor.

4.2 WAGE RATE REPORTING

- 4.2.1 The Contractor and all subcontractors shall provide certified payroll affidavits verifying compliance with MGL c.149 §526 - 27H.
- 4.2.2 The Contractor shall provide a Statement of Compliance within 15 days of the completion of any services. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- 4.2.3 Weekly Payroll Form www.mass.gov/lwd/docs/dos/prevaling-wage/pw-payroll.pdf
- 4.2.4 Statement of Compliance www.mass.gov/lwd/docs/dos/prevaling-wage/pw-compliance.pdf

4.3 APPRENTICE REQUIREMENTS

Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.

4.4 EMPLOYEE OSHA SAFETY TRAINING

- 4.4.1 All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004.
- 4.4.2 The Contractor and all Subcontractors shall furnish to the Owner, with the certified payroll reports, documentation indicating that each employee has successfully completed 10 hours of a course in construction safety and health. This course must be approved by the United States Occupational Health and Safety Administration (OSHA).

**INSERT WAGE RATES OBTAINED FROM
Department of Labor Standards**

[See Appendix "A"](#)

SECTION 5: SCOPE OF TESTING, MAINTENANCE AND REPAIR SERVICES

5.1 GENERAL SCOPE

All fire alarm testing shall be performed by a licensed technician holding a Massachusetts Class D or E license. Current NICET certification shall also be required for all technicians performing testing under this agreement. All testing shall comply with NFPA 72, Federal, State and Local laws/codes, regulations, procedures, etc. Regular examination and testing of fire prevention, detection and signaling devices listed herein shall be performed. Costs of supplies for testing and inspectional recurring services should be included within fixed price bid for annual testing and inspections. If conditions warrant additional repairs or replacement of equipment/parts, this work shall be completed at applicable hourly rate plus cost of any parts.

The Contractor shall provide the Owner with an itemized cost estimate for any additional or recommended repair work and shall NOT perform any additional or recommended work without the written consent from the Owner.

The Owner reserves the right to seek competitive bids from qualified Contractors for any additional and or recommended work.

5.1.1 HOURS OF WORK

The Contractor shall perform testing, inspection and repair services as specified herein to all fire alarm systems listed herein during normal business hours Monday thru Friday, 7:30 am to 4:00 pm. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the Owner.

Work shall not be accomplished on an overtime basis unless prior approval in writing has been obtained from the Owner. Payment of overtime requires prior written approval from the Owner

5.1.2 MATERIALS

All materials and equipment incorporated in the work under the contract shall be new, unused and in accordance with the contract documents. All replacement parts, components or devices shall meet state code and be warranted by the manufacturer specifications as compatible. All workmanship must be performed by persons qualified in their respective trades and warranted for one year. Work not conforming to these warranties shall be deemed unacceptable and shall not be paid.

All costs for parts/materials, not covered under this contract, shall be paid on a cost plus 10% margin to compensate for the bidder's overhead costs. It will be the contractor's responsibility to provide a copy of their supplier's invoice for the parts/materials with the invoice to the Owner. No parts/materials will be paid without the contractor's supplier invoice for those parts/materials.

5.2 FIRE ALARM SYSTEMS COVERED UNDER THIS CONTRACT

The Contractor shall provide testing, maintenance and repair services as specified herein to each fire alarm system listed below:

<i>Development:</i>	<i>Description</i>
Rand Circle	18 Duplexes – 36 Apartments
Highland Manor	40 one-bedroom apartments in 5 buildings, and one office building
Tapley Manor	40 one-bedroom apartments in 1 four story building with elevator.
Hawkes Manor	62 one-bedroom apartments in 7 buildings, and one community room.
Maple Street	15 one-bedroom apartments in 1 two story building.
Charter Street	23 one-bedroom apartments in 1 two story building.
Perry Terrace	25 one-bedroom apartments, and one community room.
Port School	4 three bedroom and 4 two-bedroom townhouses.
Scattered Sites	2 two bedroom and 2 three-bedroom duplexes.
Cherry Street	One 2 story building with two apartments
Collins Street	8 Person Group Home

5.3 TESTING

Testing Summary: The Contractor shall perform annual testing of all devices and semi-annual testing of the elevator at 95 Holten Street. The Contractor shall test all devices whether they are hard wired and/or battery operated. All heat detectors, smoke detectors, carbon monoxide detectors, pull stations, signals, door holders, evacuation systems, remote enunciators, tamper/flow switches and any other relevant fire protection equipment and/or mechanisms shall be tested at least once per year unless otherwise specifically stated herein, or unless otherwise mandated as per NFPA 72, Federal, State or Local entity. Noted repairs from Tests and Inspections shall be reviewed by the LHA and scheduled replacements will occur in a timeframe acceptable to the LHA and AHJ. The cost for these repairs/replacements will be fixed price at the hourly rates stated on the Form for Quote.

All fire alarm testing shall be performed by the contractor. All testing shall include but not be limited to:

1. A visual inspection of each device to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design.
2. Every device and control function will be physically activated to ensure its functionality as designed and installed. This includes but is not limited to: Control panel operations, system smoke detectors, audible devices, pull stations, heat detectors, standby battery power, all zones for supervision, remote annunciators, all sprinkler flow and tamper switches, and proper alarm transmission to Fire Department.
3. System components will be cleaned, recalibrated and retested if necessary to ensure continued performance and reduce the risk of component or system failure.
4. Replacement of fire alarm control panel back-up batteries per manufacturer's recommended intervals shall occur during testing.
5. Testing takes into consideration the AHJ (Authority Having Jurisdiction) requirements, local ambient conditions and the manufacturer's recommendations.
6. Contractor will follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing.
7. System configuration is verified during inspections and compared to existing records.
8. Testing of the elevator recall during State Elevator Inspections will be required and shall be captured as a fixed price for such services on the form for quote.
9. Smoke detector sensitivity testing will be performed in accordance with NFPA 72 using the manufacturer's recommended test methods and a UL approved testing device.
10. System Software Updates for Microprocessor based systems shall be completed during testing and in accordance with any and all manufacturer's recommendations. In addition, the awarded contractor must maintain the listing requirements of the AHJ.
11. **REPORTS** Test/inspection reports will include at a minimum:
 - a. Company's Name, person's conducting the test, and contact information.
 - b. Detailed device information such as make, model, type and location including all audible/visual and peripheral devices.
 - c. Number of each device tested per type and whether that device passed or failed. Simply stating "all devices" including audible/visual will not be sufficient. The requirement is the actual number of each device tested.
 - d. Detailed fire alarm panel information such as make and model and location of the fire panel
 - e. Certification of system
12. Contractor will provide an analysis of the report along with recommendations for devices that require repairs and or replacement. Complete documentation of testing and a report of any deficiencies will be presented for LHA review prior to payment for services.

All fire alarm panels shall be tested and left clear of trouble indications. Any deficiencies shall immediately be reported to the Authority and cured the same day the deficiency(s) is detected.

NOTE: For scheduled testing, the awarded contractor shall break down his/her lump sum price from the form for quote in a schedule of values to differentiate the cost of testing for each system. This break down shall be furnished to the LHA prior to invoicing for testing services. If this documentation is not provided, the contractor shall evenly divide the lump sum pricing by the number of systems serviced and invoice accordingly upon completion of these scheduled tasks.

5.4 REPAIRS / ON-CALL AS NEEDED CALL BACK SERVICES

Noted repairs from Tests and Inspections shall be reviewed by the LHA and scheduled replacements will occur in a timeframe acceptable to the LHA and AHJ. The cost for these repairs/replacements will be fixed price at the hourly rates stated on the Form for Quote.

The Contractor must demonstrate capacity to provide unlimited on-call as needed services, twenty-four (24) hour, three hundred sixty-five (365) days to insure minimum system downtime. The Contractor must respond to **regular, non-emergency service calls** within ninety (90) minutes or as per the needs of the LHA, and emergency calls within thirty (30) minutes, as reported by the Authority. The Contractor must return all calls within 20 minutes acknowledging the Authority's call. The cost for this service work will be fixed price at the hourly rates stated on the Form for Quote.

The Authority reserves the right to call upon any Contractor if the awarded Contractor cannot provide services in a reasonable amount of time. At such time, a reasonable amount of time will be determined by the Owner and based upon the severity of the emergency/situation.

Prior authorization from the Authority is needed when two or more employees are necessary to complete the work.

The Contractor's failure to comply with the conditions specified herein shall be cause for immediate termination of this Agreement by the Owner without further obligation than the payment sums owed to the Contractor up to and including the date of termination.

The authority reserves the right to seek competitive quotes for substantial repairs when the value of such repairs would exceed the estimated value of this contract.

SECTION 6:

FORM FOR QUOTES

TO THE AWARDING AUTHORITY: Danvers

A. The undersigned proposes to comply with all terms and conditions and shall furnish all labor, material and equipment required to provide full maintenance and repair services and 24-hour emergency call-back services in accordance with all documents in RFQ number # 05142025DHA. For the contract price specified below, subject to additions and deductions according to the terms of the bid documents and is certifying that he/she has submitted this bid in good faith after reviewing all bid documents provided in the IFB # 05142025DHA by the Danvers Housing Authority.

Annual Testing of All Smoke and CO Alarms _____ X 75 = \$ _____ (1)
Alarm systems and medical alerts. Hourly Rate 75 hours

Semi Annual Testing of Elevator at 95 Holten St: _____ X 6 = \$ _____ (2)
Hourly Rate 6 hours

Repairs Monday through Friday _____ X 20 = \$ _____ (3)
7:30 am – 4 pm Hourly Rate 20 hours

Repairs Monday through Friday _____ X 10 = \$ _____ (4)
4 pm – 7:30 am, Saturdays Hourly Rate 10 hours
Sundays and Holidays

Estimated Annual Materials Allowance = \$ \$5,000 (5)

TOTAL QUOTATION EQUALS THE SUM OF LINES 1-5 ABOVE \$ _____

Contractor’s estimated response time for **emergency service calls** regular services calls _____ minutes.

Contractor’s estimated response time to **emergency service calls** _____ minutes.

Quantities, number of hours and estimated materials listed herein are estimates based on historic use and shall not guarantee any number of hours or amount of materials to be used under any contract pursuant to this RFQ.

*Hourly rates are inclusive of all fees, including but not limited to travel time, mileage, gas, truck/van fees and technician. Prior authorization from the Authority is needed when two or more employees are necessary to complete the work.

**Maintenance, repairs and service calls shall be a one Mechanic/Tradesman operation unless additional Mechanics/Tradesmen are approved by the Authority.

***Recognized Holidays for this Contract are: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, , Thanksgiving Day and Christmas Day

B. This Quote includes Addendum No(s) _____ and _____.

Initials

Date

- C. The undersigned hereby certifies that they can furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to State, Federal and Local Laws.
- D. The undersigned further certifies under the penalties of perjury that this Bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

Name of Bidder

By:

Signature + Title of person signing Bid

Business Address

Date:

City and State

Note: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of general partners if different from business address.

Provide with Form for Quotes

Bidders Name _____ Phone: () _____

LHA/Project Title: _____ Email: _____

The bidder must provide five (5) business references for projects performed & completed within the past five (5) years. Attach additional pages if necessary.

(1) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(2) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(3) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(4) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(5) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

References will be contacted to confirm the bidder's skills, abilities and qualifications to faithfully perform the work specified. The Authority reserves the right to contact references not listed above. The Bidder will be given the opportunity to explain any unfavorable references received from such outreach

SECTION 8: OWNER – CONTRACTOR AGREEMENT

This agreement made the Enter day of Month and Year by and between the Name Housing Authority hereinafter called the "Authority", and Contractor name hereinafter called the "Contractor"

Witnesseth, that the Authority and the Contractor, for the consideration hereinunder named, agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor proposes to furnish all labor, material and equipment required to provide Fire Alarm Testing, Maintenance and 24-hour Repair Services for the Name Housing Authority at LHA address of its housing developments as described in RFQ # Enter IFB # here

ARTICLE 2. CONTRACT DURATION: The Contract shall be for a one-year period beginning on Click to enter date here through Click to enter date with the option to renew for two (2) additional one-year periods, for a maximum total of three years. The renewal of any consecutive year is at the sole discretion of the Authority.

ARTICLE 3. CONTRACT SUM: The Authority shall pay the Contractor based on the conditions set forth in the contract documents and at the rates submitted on the Form For Quotes.

ARTICLE 4. The Contract Documents: The following together with this Agreement shall form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein, the Advertisement, Bid Documents # Enter RFQ # here, Contract Forms, Conditions of the Contract, Specifications and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Condition of the Contract shall have the same meanings designated in those Conditions.

ARTICLE 5. RECAP CERTIFICATION: Pursuant to M.G.L. c.62(c) §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

ARTICLE 6 WORKERS DOCUMENTATION CERTIFICATION: In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.

Contractors Name

LHA Name

Contractors street address

LHA street address

Contractors address city state zip

LHA address city state zip

By:

By:

Date:

Date:

SECTION 9:

CERTIFICATE OF VOTE OF AUTHORIZATION

2025

I hereby certify that a meeting of the Board of Directors of the _____

(Corporation)

duly called and held at _____ on the _____ day of _____, 2025 at which a quorum was present and acting, it was voted that _____

(Name)

The duly qualified and acting _____ of the Corporation, be and hereby

(Title)

authorized to execute and deliver for the Corporation, a Contract with the **Danvers** Housing Authority for:

(Project)

in the City/Town of **Danvers**, Massachusetts, and as Principal to execute a contract with the **Danvers** Housing Authority.

I further certify that said vote has not been repealed, rescinded or amended.

A true copy of record.

Attest:

(Clerk of the Corporation)

_____, 2025

SUBSCRIBED AND SWORN TO THIS DAY OF _____ BEFORE ME.

(Notary Public)

My commission Expires: _____

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
KNOW ALL MEN BY THESE PRESENTS:**

That we, _____, as **Principal**, and _____, as **Surety**, are held and firmly bound unto the _____ **HOUSING AUTHORITY**, as **Obligee**, in the sum of _____ dollars (\$ _____)

to be paid to the **Obligee**, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of _____, 20__ for the _____ in _____, Massachusetts.

PROJECT TITLE

NOW, the condition of this obligation is such that if the **Principal** and all Subcontractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the **Obligee**, with or without notice to the **Surety**, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN THE EVENT, that the contract is abandoned by the **Principal**, or in the event that the **Obligee**, under the provisions of Article 19 of the General Conditions of said contract terminates the employment of the **Principal** or the authority of the **Principal** to continue the work, said **Surety** hereby further agrees that said **Surety** shall, if requested in writing by the **Obligee**, take such action as is necessary to complete said contract.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

_____ Day of _____ 20__

PRINCIPAL _____

SURETY _____

By: _____

By: _____

SEAL

ATTORNEY-IN FACT

Attest: _____

Attest: _____

The rate for this bond is _____% for the first \$ _____ and _____% for the next \$ _____

The total premium for this bond is \$ _____

EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as **Principal**, and _____, as **Surety**, are held and firmly bound unto the _____ **HOUSING AUTHORITY**, as **Obligee**, in the sum of _____ **dollars (\$ _____)** to be paid to the **Obligee**, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of _____, **20__** for the _____ in _____, Massachusetts.
PROJECT TITLE

NOW the conditions of this obligation are such that if the **Principal** and all subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L. c.149 §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

_____ Day of _____ 20__

PRINCIPAL _____

SURETY _____

By: _____

By: _____

SEAL

ATTORNEY-IN FACT

Attest: _____

Attest: _____

The rate for this bond is _____% for the first \$ _____ and _____% for the next \$ _____

The total premium for this bond is \$ _____

SECTION 12: APPENDICES

APPENDIX "A" PREVAILING WAGE RATES

APPENDIX "B" SUPPLEMENTARY FEDERAL REQUIREMENTS

Forms only applicable to Authorities with Federal Properties

Appendix B SHALL apply to this Contract.

Appendix A



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: Danvers Housing Authority
Contract Number: 05142025DHA **City/Town:** DANVERS
Description of Work: The DHA is requesting wage rates for the repair and service of its fire alarm and fire suppression systems.
Job Location: Danvers Housing Authority

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>	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>	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>	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 1)</i>	01/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.70	\$9.90	\$18.36	\$0.00	\$67.96
	06/01/2025	\$41.09	\$9.90	\$18.36	\$0.00	\$69.35
	12/01/2025	\$42.47	\$9.90	\$18.36	\$0.00	\$70.73
	06/01/2026	\$43.91	\$9.90	\$18.36	\$0.00	\$72.17
	12/01/2026	\$45.35	\$9.90	\$18.36	\$0.00	\$73.61
	06/01/2027	\$46.80	\$9.90	\$18.36	\$0.00	\$75.06
	12/01/2027	\$48.25	\$9.90	\$18.36	\$0.00	\$76.51
	06/01/2028	\$49.75	\$9.90	\$18.36	\$0.00	\$78.01
	12/01/2028	\$51.25	\$9.90	\$18.36	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.70	\$9.90	\$18.46	\$0.00	\$68.06
	06/01/2025	\$41.09	\$9.90	\$18.46	\$0.00	\$69.45
	12/01/2025	\$42.47	\$9.90	\$18.46	\$0.00	\$70.83
	06/01/2026	\$43.91	\$9.90	\$18.46	\$0.00	\$72.27
	12/01/2026	\$45.35	\$9.90	\$18.46	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$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>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.70	\$9.90	\$18.36	\$0.00	\$67.96
	06/01/2025	\$41.09	\$9.90	\$18.36	\$0.00	\$69.35
	12/01/2025	\$42.47	\$9.90	\$18.36	\$0.00	\$70.73
	06/01/2026	\$43.91	\$9.90	\$18.36	\$0.00	\$72.17
	12/01/2026	\$45.35	\$9.90	\$18.36	\$0.00	\$73.61
	06/01/2027	\$46.80	\$9.90	\$18.36	\$0.00	\$75.06
	12/01/2027	\$48.25	\$9.90	\$18.36	\$0.00	\$76.51
	06/01/2028	\$49.75	\$9.90	\$18.36	\$0.00	\$78.01
	12/01/2028	\$51.25	\$9.90	\$18.36	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.70	\$9.90	\$18.46	\$0.00	\$68.06
	06/01/2025	\$41.09	\$9.90	\$18.46	\$0.00	\$69.45
	12/01/2025	\$42.47	\$9.90	\$18.46	\$0.00	\$70.83
	06/01/2026	\$43.91	\$9.90	\$18.46	\$0.00	\$72.27
	12/01/2026	\$45.35	\$9.90	\$18.46	\$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) <i>BRICKLAYERS LOCAL 3 (LYNN)</i>	02/01/2025	\$65.80	\$11.49	\$23.59	\$0.00	\$100.88
	08/01/2025	\$67.95	\$11.49	\$23.59	\$0.00	\$103.03
	02/01/2026	\$69.30	\$11.49	\$23.59	\$0.00	\$104.38
	08/01/2026	\$71.50	\$11.49	\$23.59	\$0.00	\$106.58
	02/01/2027	\$72.90	\$11.49	\$23.59	\$0.00	\$107.98

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

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.90	\$11.49	\$23.59	\$0.00	\$67.98
2	60	\$39.48	\$11.49	\$23.59	\$0.00	\$74.56
3	70	\$46.06	\$11.49	\$23.59	\$0.00	\$81.14
4	80	\$52.64	\$11.49	\$23.59	\$0.00	\$87.72
5	90	\$59.22	\$11.49	\$23.59	\$0.00	\$94.30

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.98	\$11.49	\$23.59	\$0.00	\$69.06
2	60	\$40.77	\$11.49	\$23.59	\$0.00	\$75.85
3	70	\$47.57	\$11.49	\$23.59	\$0.00	\$82.65
4	80	\$54.36	\$11.49	\$23.59	\$0.00	\$89.44
5	90	\$61.16	\$11.49	\$23.59	\$0.00	\$96.24

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2024	\$47.35	\$9.90	\$19.05	\$0.00	\$76.30
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2025	\$48.85	\$9.90	\$19.05	\$0.00	\$77.80
	12/01/2025	\$50.35	\$9.90	\$19.05	\$0.00	\$79.30
	06/01/2026	\$51.90	\$9.90	\$19.05	\$0.00	\$80.85
	12/01/2026	\$53.40	\$9.90	\$19.05	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2024	\$46.20	\$9.90	\$19.05	\$0.00	\$75.15
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2025	\$47.70	\$9.90	\$19.05	\$0.00	\$76.65
	12/01/2025	\$49.20	\$9.90	\$19.05	\$0.00	\$78.15
	06/01/2026	\$50.75	\$9.90	\$19.05	\$0.00	\$79.70
	12/01/2026	\$52.25	\$9.90	\$19.05	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN	12/01/2024	\$46.53	\$9.90	\$19.05	\$0.00	\$75.48
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2025	\$48.03	\$9.90	\$19.05	\$0.00	\$76.98
	12/01/2025	\$49.53	\$9.90	\$19.05	\$0.00	\$78.48
	06/01/2026	\$51.08	\$9.90	\$19.05	\$0.00	\$80.03
	12/01/2026	\$52.58	\$9.90	\$19.05	\$0.00	\$81.53

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	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 - 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

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.89	\$9.83	\$1.73	\$0.00	\$34.45
2	45	\$22.89	\$9.83	\$1.73	\$0.00	\$34.45
3	55	\$27.98	\$9.83	\$3.40	\$0.00	\$41.21
4	55	\$27.98	\$9.83	\$3.40	\$0.00	\$41.21
5	70	\$35.61	\$9.83	\$16.51	\$0.00	\$61.95
6	70	\$35.61	\$9.83	\$16.51	\$0.00	\$61.95
7	80	\$40.70	\$9.83	\$18.24	\$0.00	\$68.77
8	80	\$40.70	\$9.83	\$18.24	\$0.00	\$68.77

Notes:

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
	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

Classification

All Aspects of New Wood Frame Work

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (LYNN)	07/01/2024	\$49.19	\$13.35	\$24.21	\$1.80	\$88.55
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Lynn)

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.60	\$13.35	\$16.43	\$0.00	\$54.38
2	60	\$29.51	\$13.35	\$19.21	\$1.80	\$63.87
3	65	\$31.97	\$13.35	\$20.21	\$1.80	\$67.33
4	70	\$34.43	\$13.35	\$21.21	\$1.80	\$70.79
5	75	\$36.89	\$13.35	\$22.21	\$1.80	\$74.25
6	80	\$39.35	\$13.35	\$23.21	\$1.80	\$77.71
7	90	\$44.27	\$13.35	\$24.21	\$1.80	\$83.63

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$58.18	\$15.55	\$16.50	\$0.00	\$90.23
	06/01/2025	\$59.51	\$15.55	\$16.50	\$0.00	\$91.56
	12/01/2025	\$60.98	\$15.55	\$16.50	\$0.00	\$93.03
	06/01/2026	\$62.31	\$15.55	\$16.50	\$0.00	\$94.36
	12/01/2026	\$63.79	\$15.55	\$16.50	\$0.00	\$95.84

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

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 LABORERS - ZONE 2	12/02/2024	\$46.25	\$9.90	\$18.90	\$0.00	\$75.05
	06/02/2025	\$47.75	\$9.90	\$18.90	\$0.00	\$76.55
	12/01/2025	\$49.25	\$9.90	\$18.90	\$0.00	\$78.05
	06/01/2026	\$50.80	\$9.90	\$18.90	\$0.00	\$79.60
	12/07/2026	\$52.30	\$9.90	\$18.90	\$0.00	\$81.10
	06/07/2027	\$53.90	\$9.90	\$18.90	\$0.00	\$82.70
	12/06/2027	\$55.50	\$9.90	\$18.90	\$0.00	\$84.30
	06/05/2028	\$57.18	\$9.90	\$18.90	\$0.00	\$85.98
	12/04/2028	\$58.85	\$9.90	\$18.90	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/02/2024	\$47.25	\$9.90	\$18.90	\$0.00	\$76.05
	06/02/2025	\$48.75	\$9.90	\$18.90	\$0.00	\$77.55
	12/01/2025	\$50.25	\$9.90	\$18.90	\$0.00	\$79.05
	06/01/2026	\$51.80	\$9.90	\$18.90	\$0.00	\$80.60
	12/07/2026	\$53.30	\$9.90	\$18.90	\$0.00	\$82.10
	06/07/2027	\$54.90	\$9.90	\$18.90	\$0.00	\$83.70
	12/06/2027	\$56.50	\$9.90	\$18.90	\$0.00	\$85.30
	06/05/2028	\$58.18	\$9.90	\$18.90	\$0.00	\$86.98
	12/04/2028	\$59.85	\$9.90	\$18.90	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 2	12/02/2024	\$47.00	\$9.90	\$18.90	\$0.00	\$75.80
	06/02/2025	\$48.50	\$9.90	\$18.90	\$0.00	\$77.30
	12/01/2025	\$50.00	\$9.90	\$18.90	\$0.00	\$78.80
	06/01/2026	\$51.55	\$9.90	\$18.90	\$0.00	\$80.35
	12/07/2026	\$53.05	\$9.90	\$18.90	\$0.00	\$81.85
	06/07/2027	\$54.65	\$9.90	\$18.90	\$0.00	\$83.45
	12/06/2027	\$56.25	\$9.90	\$18.90	\$0.00	\$85.05
	06/05/2028	\$57.93	\$9.90	\$18.90	\$0.00	\$86.73
	12/04/2028	\$59.60	\$9.90	\$18.90	\$0.00	\$88.40

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/02/2024	\$47.25	\$9.90	\$18.90	\$0.00	\$76.05
	06/02/2025	\$48.75	\$9.90	\$18.90	\$0.00	\$77.55
	12/01/2025	\$50.25	\$9.90	\$18.90	\$0.00	\$79.05
	06/01/2026	\$51.80	\$9.90	\$18.90	\$0.00	\$80.60
	12/07/2026	\$53.30	\$9.90	\$18.90	\$0.00	\$82.10
	06/07/2027	\$54.90	\$9.90	\$18.90	\$0.00	\$83.70
	12/06/2027	\$56.50	\$9.90	\$18.90	\$0.00	\$85.30
	06/05/2028	\$58.18	\$9.90	\$18.90	\$0.00	\$86.98
	12/04/2028	\$59.85	\$9.90	\$18.90	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/02/2024	\$47.00	\$9.90	\$18.90	\$0.00	\$75.80
	06/02/2025	\$48.50	\$9.90	\$18.90	\$0.00	\$77.30
	12/01/2025	\$50.00	\$9.90	\$18.90	\$0.00	\$78.80
	06/01/2026	\$51.55	\$9.90	\$18.90	\$0.00	\$80.35
	12/07/2026	\$53.05	\$9.90	\$18.90	\$0.00	\$81.85
	06/07/2027	\$54.65	\$9.90	\$18.90	\$0.00	\$83.45
	12/06/2027	\$56.25	\$9.90	\$18.90	\$0.00	\$85.05
	06/05/2028	\$57.93	\$9.90	\$18.90	\$0.00	\$86.73
	12/04/2028	\$59.60	\$9.90	\$18.90	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/02/2024	\$46.25	\$9.90	\$18.90	\$0.00	\$75.05
	06/02/2025	\$47.75	\$9.90	\$18.90	\$0.00	\$76.55
	12/01/2025	\$49.25	\$9.90	\$18.90	\$0.00	\$78.05
	06/01/2026	\$50.80	\$9.90	\$18.90	\$0.00	\$79.60
	12/07/2026	\$52.30	\$9.90	\$18.90	\$0.00	\$81.10
	06/07/2027	\$53.90	\$9.90	\$18.90	\$0.00	\$82.70
	12/06/2027	\$55.50	\$9.90	\$18.90	\$0.00	\$84.30
	06/05/2028	\$57.18	\$9.90	\$18.90	\$0.00	\$85.98
	12/04/2028	\$58.85	\$9.90	\$18.90	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2024	\$78.11	\$10.08	\$21.66	\$0.00	\$109.85
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2024	\$83.69	\$10.08	\$24.29	\$0.00	\$118.06
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01/2025	\$64.26	\$13.00	\$23.03	\$0.00	\$100.29
	09/01/2025	\$66.17	\$13.00	\$23.09	\$0.00	\$102.26
	03/01/2026	\$67.37	\$13.00	\$23.12	\$0.00	\$103.49
	09/01/2026	\$69.28	\$13.00	\$23.18	\$0.00	\$105.46
	03/01/2027	\$70.47	\$13.00	\$23.21	\$0.00	\$106.68
	09/01/2027	\$72.39	\$13.00	\$23.27	\$0.00	\$108.66
	03/01/2028	\$73.59	\$13.00	\$23.31	\$0.00	\$109.90

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$25.70	\$13.00	\$0.77	\$0.00	\$39.47
2	40	\$25.70	\$13.00	\$0.77	\$0.00	\$39.47
3	45	\$28.92	\$13.00	\$17.17	\$0.00	\$59.09
4	45	\$28.92	\$13.00	\$17.17	\$0.00	\$59.09
5	50	\$32.13	\$13.00	\$17.70	\$0.00	\$62.83
6	55	\$35.34	\$13.00	\$18.24	\$0.00	\$66.58
7	60	\$38.56	\$13.00	\$18.77	\$0.00	\$70.33
8	65	\$41.77	\$13.00	\$19.30	\$0.00	\$74.07
9	70	\$44.98	\$13.00	\$19.83	\$0.00	\$77.81
10	75	\$48.20	\$13.00	\$20.37	\$0.00	\$81.57

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$26.47	\$13.00	\$0.79	\$0.00	\$40.26
2	40	\$26.47	\$13.00	\$0.79	\$0.00	\$40.26
3	45	\$29.78	\$13.00	\$17.19	\$0.00	\$59.97
4	45	\$29.78	\$13.00	\$17.19	\$0.00	\$59.97
5	50	\$33.09	\$13.00	\$17.73	\$0.00	\$63.82
6	55	\$36.39	\$13.00	\$18.27	\$0.00	\$67.66
7	60	\$39.70	\$13.00	\$18.80	\$0.00	\$71.50
8	65	\$43.01	\$13.00	\$19.34	\$0.00	\$75.35
9	70	\$46.32	\$13.00	\$19.87	\$0.00	\$79.19
10	75	\$49.63	\$13.00	\$20.41	\$0.00	\$83.04

Notes :

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2025	\$53.22	\$15.30	\$16.40	\$0.00	\$84.92
	11/01/2025	\$54.51	\$15.30	\$16.40	\$0.00	\$86.21
	05/01/2026	\$55.95	\$15.30	\$16.40	\$0.00	\$87.65
	11/01/2026	\$57.24	\$15.30	\$16.40	\$0.00	\$88.94
	05/01/2027	\$58.67	\$15.30	\$16.40	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2025	\$54.82	\$15.30	\$16.40	\$0.00	\$86.52
	11/01/2025	\$56.12	\$15.30	\$16.40	\$0.00	\$87.82
	05/01/2026	\$57.57	\$15.30	\$16.40	\$0.00	\$89.27
	11/01/2026	\$58.87	\$15.30	\$16.40	\$0.00	\$90.57
	05/01/2027	\$60.32	\$15.30	\$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>	05/01/2025	\$26.22	\$15.30	\$16.40	\$0.00	\$57.92
	11/01/2025	\$26.98	\$15.30	\$16.40	\$0.00	\$58.68
	05/01/2026	\$27.83	\$15.30	\$16.40	\$0.00	\$59.53
	11/01/2026	\$28.59	\$15.30	\$16.40	\$0.00	\$60.29
	05/01/2027	\$29.44	\$15.30	\$16.40	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2025	\$64.26	\$13.00	\$23.03	\$0.00	\$100.29
	09/01/2025	\$66.17	\$13.00	\$23.09	\$0.00	\$102.26
	03/01/2026	\$67.37	\$13.00	\$23.12	\$0.00	\$103.49
	09/01/2026	\$69.28	\$13.00	\$23.18	\$0.00	\$105.46
	03/01/2027	\$70.47	\$13.00	\$23.21	\$0.00	\$106.68
	09/01/2027	\$72.39	\$13.00	\$23.27	\$0.00	\$108.66
	03/01/2028	\$73.59	\$13.00	\$23.31	\$0.00	\$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i> / COMMISSIONING <i>ELECTRICIANS</i>	03/01/2025	\$51.41	\$13.00	\$20.90	\$0.00	\$85.31
	09/01/2025	\$52.94	\$13.00	\$20.95	\$0.00	\$86.89
	03/01/2026	\$53.90	\$13.00	\$20.98	\$0.00	\$87.88
	09/01/2026	\$55.42	\$13.00	\$21.02	\$0.00	\$89.44
	03/01/2027	\$56.38	\$13.00	\$21.05	\$0.00	\$90.43
	09/01/2027	\$57.91	\$13.00	\$21.10	\$0.00	\$92.01
	03/01/2028	\$58.87	\$13.00	\$21.13	\$0.00	\$93.00
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$45.96	\$15.55	\$16.50	\$0.00	\$78.01
	06/01/2025	\$47.02	\$15.55	\$16.50	\$0.00	\$79.07
	12/01/2025	\$48.19	\$15.55	\$16.50	\$0.00	\$80.24
	06/01/2026	\$49.25	\$15.55	\$16.50	\$0.00	\$81.30
	12/01/2026	\$50.43	\$15.55	\$16.50	\$0.00	\$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$27.01	\$9.90	\$18.46	\$0.00	\$55.37
	06/01/2025	\$28.09	\$9.90	\$18.46	\$0.00	\$56.45
	12/01/2025	\$28.09	\$9.90	\$18.46	\$0.00	\$56.45
	06/01/2026	\$29.21	\$9.90	\$18.46	\$0.00	\$57.57
	12/01/2026	\$29.21	\$9.90	\$18.46	\$0.00	\$57.57
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2025	\$57.73	\$8.83	\$20.27	\$0.00	\$86.83
	09/01/2025	\$59.23	\$8.83	\$20.27	\$0.00	\$88.33
	03/01/2026	\$60.73	\$8.83	\$20.27	\$0.00	\$89.83
	09/01/2026	\$62.23	\$8.83	\$20.27	\$0.00	\$91.33
	03/01/2027	\$63.73	\$8.83	\$20.27	\$0.00	\$92.83

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
2	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
3	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
4	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
5	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
6	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
7	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52
8	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$26.65	\$8.83	\$1.76	\$0.00	\$37.24
2	45	\$26.65	\$8.83	\$1.76	\$0.00	\$37.24
3	55	\$32.58	\$8.83	\$3.52	\$0.00	\$44.93
4	55	\$32.58	\$8.83	\$3.52	\$0.00	\$44.93
5	70	\$41.46	\$8.83	\$16.75	\$0.00	\$67.04
6	70	\$41.46	\$8.83	\$16.75	\$0.00	\$67.04
7	80	\$47.38	\$8.83	\$18.51	\$0.00	\$74.72
8	80	\$47.38	\$8.83	\$18.51	\$0.00	\$74.72

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

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	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$31.37	\$0.00	\$0.00	\$0.00	\$31.37
2	60	\$34.22	\$15.55	\$16.50	\$0.00	\$66.27
3	65	\$37.07	\$15.55	\$16.50	\$0.00	\$69.12
4	70	\$39.92	\$15.55	\$16.50	\$0.00	\$71.97
5	75	\$42.77	\$15.55	\$16.50	\$0.00	\$74.82
6	80	\$45.62	\$15.55	\$16.50	\$0.00	\$77.67
7	85	\$48.48	\$15.55	\$16.50	\$0.00	\$80.53
8	90	\$51.33	\$15.55	\$16.50	\$0.00	\$83.38

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$32.08	\$0.00	\$0.00	\$0.00	\$32.08
2	60	\$35.00	\$15.55	\$16.50	\$0.00	\$67.05
3	65	\$37.91	\$15.55	\$16.50	\$0.00	\$69.96
4	70	\$40.83	\$15.55	\$16.50	\$0.00	\$72.88
5	75	\$43.75	\$15.55	\$16.50	\$0.00	\$75.80
6	80	\$46.66	\$15.55	\$16.50	\$0.00	\$78.71
7	85	\$49.58	\$15.55	\$16.50	\$0.00	\$81.63
8	90	\$52.50	\$15.55	\$16.50	\$0.00	\$84.55

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2025	\$59.13	\$14.91	\$28.27	\$2.98	\$105.29
	08/01/2025	\$60.98	\$14.91	\$28.27	\$2.98	\$107.14
	02/01/2026	\$62.93	\$14.91	\$28.27	\$2.98	\$109.09

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	03/01/2025	\$64.26	\$13.00	\$23.03	\$0.00	\$100.29
	09/01/2025	\$66.17	\$13.00	\$23.09	\$0.00	\$102.26
	03/01/2026	\$67.37	\$13.00	\$23.12	\$0.00	\$103.49
	09/01/2026	\$69.28	\$13.00	\$23.18	\$0.00	\$105.46
	03/01/2027	\$70.47	\$13.00	\$23.21	\$0.00	\$106.68
	09/01/2027	\$72.39	\$13.00	\$23.27	\$0.00	\$108.66
	03/01/2028	\$73.59	\$13.00	\$23.31	\$0.00	\$109.90

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2025	\$59.13	\$14.91	\$28.27	\$2.98	\$105.29
	08/01/2025	\$60.98	\$14.91	\$28.27	\$2.98	\$107.14
	02/01/2026	\$62.93	\$14.91	\$28.27	\$2.98	\$109.09

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.70	\$9.90	\$18.36	\$0.00	\$67.96
	06/01/2025	\$41.09	\$9.90	\$18.36	\$0.00	\$69.35
	12/01/2025	\$42.47	\$9.90	\$18.36	\$0.00	\$70.73
	06/01/2026	\$43.91	\$9.90	\$18.36	\$0.00	\$72.17
	12/01/2026	\$45.35	\$9.90	\$18.36	\$0.00	\$73.61
	06/01/2027	\$46.80	\$9.90	\$18.36	\$0.00	\$75.06
	12/01/2027	\$48.25	\$9.90	\$18.36	\$0.00	\$76.51
	06/01/2028	\$49.75	\$9.90	\$18.36	\$0.00	\$78.01
	12/01/2028	\$51.25	\$9.90	\$18.36	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.70	\$9.90	\$18.46	\$0.00	\$68.06
	06/01/2025	\$41.09	\$9.90	\$18.46	\$0.00	\$69.45
	12/01/2025	\$42.47	\$9.90	\$18.46	\$0.00	\$70.83
	06/01/2026	\$43.91	\$9.90	\$18.46	\$0.00	\$72.27
	12/01/2026	\$45.35	\$9.90	\$18.46	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2024	\$56.92	\$14.75	\$19.61	\$0.00	\$91.28
	09/01/2025	\$60.34	\$14.75	\$19.61	\$0.00	\$94.70
	09/01/2026	\$63.76	\$14.75	\$19.61	\$0.00	\$98.12

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

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.46	\$14.75	\$14.32	\$0.00	\$57.53
2	60	\$34.15	\$14.75	\$15.37	\$0.00	\$64.27
3	70	\$39.84	\$14.75	\$16.43	\$0.00	\$71.02
4	80	\$45.54	\$14.75	\$17.49	\$0.00	\$77.78

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.17	\$14.75	\$14.32	\$0.00	\$59.24
2	60	\$36.20	\$14.75	\$15.37	\$0.00	\$66.32
3	70	\$42.24	\$14.75	\$16.43	\$0.00	\$73.42
4	80	\$48.27	\$14.75	\$17.49	\$0.00	\$80.51

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (LAWRENCE AREA)</i>	03/16/2024	\$49.56	\$8.35	\$26.70	\$0.00	\$84.61
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Lawrence

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.74	\$8.35	\$26.70	\$0.00	\$64.79
2	70	\$34.69	\$8.35	\$26.70	\$0.00	\$69.74
3	75	\$37.17	\$8.35	\$26.70	\$0.00	\$72.22
4	80	\$39.65	\$8.35	\$26.70	\$0.00	\$74.70
5	85	\$42.13	\$8.35	\$26.70	\$0.00	\$77.18
6	90	\$44.60	\$8.35	\$26.70	\$0.00	\$79.65

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 2</i>	12/01/2024	\$38.95	\$9.90	\$18.36	\$0.00	\$67.21
	06/01/2025	\$40.34	\$9.90	\$18.36	\$0.00	\$68.60
	12/01/2025	\$41.72	\$9.90	\$18.36	\$0.00	\$69.98
	06/01/2026	\$43.16	\$9.90	\$18.36	\$0.00	\$71.42
	12/01/2026	\$44.60	\$9.90	\$18.36	\$0.00	\$72.86
	06/01/2027	\$46.05	\$9.90	\$18.36	\$0.00	\$74.31
	12/01/2027	\$47.50	\$9.90	\$18.36	\$0.00	\$75.76
	06/01/2028	\$49.00	\$9.90	\$18.36	\$0.00	\$77.26
	12/01/2028	\$50.50	\$9.90	\$18.36	\$0.00	\$78.76

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.37	\$9.90	\$18.36	\$0.00	\$51.63
2	70	\$27.27	\$9.90	\$18.36	\$0.00	\$55.53
3	80	\$31.16	\$9.90	\$18.36	\$0.00	\$59.42
4	90	\$35.06	\$9.90	\$18.36	\$0.00	\$63.32

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.20	\$9.90	\$18.36	\$0.00	\$52.46
2	70	\$28.24	\$9.90	\$18.36	\$0.00	\$56.50
3	80	\$32.27	\$9.90	\$18.36	\$0.00	\$60.53
4	90	\$36.31	\$9.90	\$18.36	\$0.00	\$64.57

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2024	\$38.95	\$9.90	\$18.46	\$0.00	\$67.31
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$40.34	\$9.90	\$18.46	\$0.00	\$68.70
	12/01/2025	\$41.72	\$9.90	\$18.46	\$0.00	\$70.08
	06/01/2026	\$43.16	\$9.90	\$18.46	\$0.00	\$71.52
	12/01/2026	\$44.60	\$9.90	\$18.46	\$0.00	\$72.96

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.37	\$9.90	\$18.46	\$0.00	\$51.73
2	70	\$27.27	\$9.90	\$18.46	\$0.00	\$55.63
3	80	\$31.16	\$9.90	\$18.46	\$0.00	\$59.52
4	90	\$35.06	\$9.90	\$18.46	\$0.00	\$63.42

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.20	\$9.90	\$18.46	\$0.00	\$52.56
2	70	\$28.24	\$9.90	\$18.46	\$0.00	\$56.60
3	80	\$32.27	\$9.90	\$18.46	\$0.00	\$60.63
4	90	\$36.31	\$9.90	\$18.46	\$0.00	\$64.67

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>	12/01/2024	\$38.95	\$9.90	\$18.36	\$0.00	\$67.21
	06/01/2025	\$40.34	\$9.90	\$18.36	\$0.00	\$68.60
	12/01/2025	\$41.72	\$9.90	\$18.36	\$0.00	\$69.98
	06/01/2026	\$43.16	\$9.90	\$18.36	\$0.00	\$71.42
	12/01/2026	\$44.60	\$9.90	\$18.36	\$0.00	\$72.86
	06/01/2027	\$46.05	\$9.90	\$18.36	\$0.00	\$74.31
	12/01/2027	\$47.50	\$9.90	\$18.36	\$0.00	\$75.76
	06/01/2028	\$49.00	\$9.90	\$18.36	\$0.00	\$77.26
	12/01/2028	\$50.50	\$9.90	\$18.36	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$38.95	\$9.90	\$18.36	\$0.00	\$67.21
	06/01/2025	\$40.34	\$9.90	\$18.36	\$0.00	\$68.60
	12/01/2025	\$41.72	\$9.90	\$18.36	\$0.00	\$69.98
	06/01/2026	\$43.16	\$9.90	\$18.36	\$0.00	\$71.42
	12/01/2026	\$44.60	\$9.90	\$18.36	\$0.00	\$72.86
	06/01/2027	\$46.05	\$9.90	\$18.36	\$0.00	\$74.31
	12/01/2027	\$47.50	\$9.90	\$18.36	\$0.00	\$75.76
	06/01/2028	\$49.00	\$9.90	\$18.36	\$0.00	\$77.26
	12/01/2028	\$50.50	\$9.90	\$18.36	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/02/2024	\$39.04	\$9.90	\$18.42	\$0.00	\$67.36
	06/02/2025	\$40.43	\$9.90	\$18.42	\$0.00	\$68.75
	12/01/2025	\$41.81	\$9.90	\$18.42	\$0.00	\$70.13
	06/01/2026	\$43.25	\$9.90	\$18.42	\$0.00	\$71.57
	12/07/2026	\$44.69	\$9.90	\$18.42	\$0.00	\$73.01
	06/07/2027	\$46.14	\$9.90	\$18.42	\$0.00	\$74.46
	12/06/2027	\$47.59	\$9.90	\$18.42	\$0.00	\$75.91
	06/05/2028	\$49.09	\$9.90	\$18.42	\$0.00	\$77.41
	12/04/2028	\$50.59	\$9.90	\$18.42	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$38.95	\$9.90	\$18.36	\$0.00	\$67.21
	06/01/2025	\$40.34	\$9.90	\$18.36	\$0.00	\$68.60
	12/01/2025	\$41.72	\$9.90	\$18.36	\$0.00	\$69.98
	06/01/2026	\$43.16	\$9.90	\$18.36	\$0.00	\$71.42
	12/01/2026	\$44.60	\$9.90	\$18.36	\$0.00	\$72.86
	06/01/2027	\$46.05	\$9.90	\$18.36	\$0.00	\$74.31
	12/01/2027	\$47.50	\$9.90	\$18.36	\$0.00	\$75.76
	06/01/2028	\$49.00	\$9.90	\$18.36	\$0.00	\$77.26
	12/01/2028	\$50.50	\$9.90	\$18.36	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2024	\$38.95	\$9.90	\$18.36	\$0.00	\$67.21
	06/01/2025	\$40.34	\$9.90	\$18.36	\$0.00	\$68.60
	12/01/2025	\$41.72	\$9.90	\$18.36	\$0.00	\$69.98
	06/01/2026	\$43.16	\$9.90	\$18.36	\$0.00	\$71.42
	12/01/2026	\$44.60	\$9.90	\$18.36	\$0.00	\$72.86
	06/01/2027	\$46.05	\$9.90	\$18.36	\$0.00	\$74.31
	12/01/2027	\$47.50	\$9.90	\$18.36	\$0.00	\$75.76
	06/01/2028	\$49.00	\$9.90	\$18.36	\$0.00	\$77.26
	12/01/2028	\$50.50	\$9.90	\$18.36	\$0.00	\$78.76
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>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

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

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.04	\$11.49	\$21.62	\$0.00	\$59.15
2	60	\$31.25	\$11.49	\$21.62	\$0.00	\$64.36
3	70	\$36.46	\$11.49	\$21.62	\$0.00	\$69.57
4	80	\$41.66	\$11.49	\$21.62	\$0.00	\$74.77
5	90	\$46.87	\$11.49	\$21.62	\$0.00	\$79.98

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
BRICKLAYERS LOCAL 3 - MARBLE & TILE	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 - 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

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.99	\$11.49	\$23.56	\$0.00	\$69.04
2	60	\$40.78	\$11.49	\$23.56	\$0.00	\$75.83
3	70	\$47.58	\$11.49	\$23.56	\$0.00	\$82.63
4	80	\$54.38	\$11.49	\$23.56	\$0.00	\$89.43
5	90	\$61.17	\$11.49	\$23.56	\$0.00	\$96.22

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/06/2025	\$45.09	\$10.08	\$21.47	\$0.00	\$76.64
	01/05/2026	\$47.42	\$10.08	\$21.47	\$0.00	\$78.97

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/06/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.80	\$10.08	\$5.50	\$0.00	\$40.38
2	65	\$29.31	\$10.08	\$6.50	\$0.00	\$45.89
3	75	\$33.82	\$10.08	\$18.97	\$0.00	\$62.87
4	85	\$38.33	\$10.08	\$19.97	\$0.00	\$68.38

Effective Date - 01/05/2026

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.08	\$10.08	\$5.50	\$0.00	\$41.66
2	65	\$30.82	\$10.08	\$6.50	\$0.00	\$47.40
3	75	\$35.57	\$10.08	\$18.97	\$0.00	\$64.62
4	85	\$40.31	\$10.08	\$19.97	\$0.00	\$70.36

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

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	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"

OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	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>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
Painter (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

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) *	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*

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

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

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

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

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

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) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92
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Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

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)	12/01/2024	\$38.95	\$9.90	\$18.46	\$0.00	\$67.31
<i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2025	\$40.34	\$9.90	\$18.46	\$0.00	\$68.70
	12/01/2025	\$41.72	\$9.90	\$18.46	\$0.00	\$70.08
	06/01/2026	\$43.16	\$9.90	\$18.46	\$0.00	\$71.52
	12/01/2026	\$44.60	\$9.90	\$18.46	\$0.00	\$72.96

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

PANEL & PICKUP TRUCKS DRIVER	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
<i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
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PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
<i>PILE DRIVER LOCAL 56 (ZONE 1)</i>						

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.11	\$10.08	\$2.53	\$0.00	\$37.72
2	55	\$30.68	\$10.08	\$5.07	\$0.00	\$45.83
3	70	\$39.05	\$10.08	\$19.22	\$0.00	\$68.35
4	80	\$44.63	\$10.08	\$21.76	\$0.00	\$76.47

Notes:
 % Indentured BEFORE 8/1/20; 50/60/70/75/80/80/90/90
 Apprentice to Journeyworker Ratio: 1:2
 Apprentice to Journeyworker Ratio: 1:2 / 4 \$76.21/ 5&6 \$79.00/ 7&8 \$84.58

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537 (Local 138)	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
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Apprentice - PIPEFITTER Local 537 (Local 138)

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$27.55	\$12.70	\$9.05	\$0.00	\$49.30
2	45	\$31.00	\$12.70	\$21.80	\$0.00	\$65.50
3	60	\$41.33	\$12.70	\$21.80	\$0.00	\$75.83
4	70	\$48.22	\$12.70	\$21.80	\$0.00	\$82.72
5	80	\$55.10	\$12.70	\$21.80	\$0.00	\$89.60

Notes:
 ** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
 Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)
 Apprentice to Journeyworker Ratio:**

PIPELAYER LABORERS - ZONE 2	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PLUMBER <i>PLUMBERS & GASFITTERS LOCAL 12 (Local 138)</i>	03/02/2025	\$69.84	\$14.32	\$20.31	\$0.00	\$104.47

Apprentice - PLUMBER/GASFITTER - Local 12 (Local 138)

Effective Date - 03/02/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.44	\$14.32	\$7.41	\$0.00	\$46.17
2	40	\$27.94	\$14.32	\$8.42	\$0.00	\$50.68
3	55	\$38.41	\$14.32	\$11.43	\$0.00	\$64.16
4	65	\$45.40	\$14.32	\$13.50	\$0.00	\$73.22
5	75	\$52.38	\$14.32	\$15.53	\$0.00	\$82.23

**Notes: ** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Steps are 1 yr
Step 4 with lic\$69.00, Step5 with lic\$76.87**

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.70	\$9.90	\$17.54	\$0.00	\$67.14
	06/01/2025	\$41.09	\$9.90	\$17.54	\$0.00	\$68.53
	12/01/2025	\$42.47	\$9.90	\$17.54	\$0.00	\$69.91
	06/01/2026	\$43.91	\$9.90	\$17.54	\$0.00	\$71.35
	12/01/2026	\$45.35	\$9.90	\$17.54	\$0.00	\$72.79
	06/01/2027	\$46.80	\$9.90	\$17.54	\$0.00	\$74.24
	12/01/2027	\$48.25	\$9.90	\$17.54	\$0.00	\$75.69
	06/01/2028	\$49.75	\$9.90	\$17.54	\$0.00	\$77.19
	12/01/2028	\$51.25	\$9.90	\$17.54	\$0.00	\$78.69

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21

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

POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.95	\$9.90	\$18.36	\$0.00	\$68.21
	06/01/2025	\$41.34	\$9.90	\$18.36	\$0.00	\$69.60
	12/01/2025	\$42.72	\$9.90	\$18.36	\$0.00	\$70.98
	06/01/2026	\$44.16	\$9.90	\$18.36	\$0.00	\$72.42
	12/01/2026	\$45.60	\$9.90	\$18.36	\$0.00	\$73.86
	06/01/2027	\$47.05	\$9.90	\$18.36	\$0.00	\$75.31
	12/01/2027	\$48.50	\$9.90	\$18.36	\$0.00	\$76.76
	06/01/2028	\$50.00	\$9.90	\$18.36	\$0.00	\$78.26
	12/01/2028	\$51.50	\$9.90	\$18.36	\$0.00	\$79.76

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.95	\$9.65	\$18.46	\$0.00	\$68.06
	06/01/2025	\$41.34	\$9.65	\$18.46	\$0.00	\$69.45
	12/01/2025	\$42.72	\$9.65	\$18.46	\$0.00	\$70.83
	06/01/2026	\$44.16	\$9.65	\$18.46	\$0.00	\$72.27
	12/01/2026	\$45.60	\$9.65	\$18.46	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 42 - J.G. MacLeellan (Wakefield)</i>	05/01/2025	\$30.00	\$12.00	\$7.00	\$0.00	\$49.00
	05/01/2026	\$30.50	\$12.00	\$7.00	\$0.00	\$49.50
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) ROOFERS LOCAL 33	02/01/2025	\$52.03	\$13.28	\$21.70	\$0.00	\$87.01
	08/01/2025	\$53.53	\$13.28	\$21.70	\$0.00	\$88.51
	02/01/2026	\$54.78	\$13.28	\$21.70	\$0.00	\$89.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.02	\$13.28	\$15.55	\$0.00	\$54.85
2	60	\$31.22	\$13.28	\$21.70	\$0.00	\$66.20
3	65	\$33.82	\$13.28	\$21.70	\$0.00	\$68.80
4	75	\$39.02	\$13.28	\$21.70	\$0.00	\$74.00
5	85	\$44.23	\$13.28	\$21.70	\$0.00	\$79.21

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.77	\$13.28	\$15.55	\$0.00	\$55.60
2	60	\$32.12	\$13.28	\$21.70	\$0.00	\$67.10
3	65	\$34.79	\$13.28	\$21.70	\$0.00	\$69.77
4	75	\$40.15	\$13.28	\$21.70	\$0.00	\$75.13
5	85	\$45.50	\$13.28	\$21.70	\$0.00	\$80.48

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 ROOFERS LOCAL 33	02/01/2025	\$52.28	\$13.28	\$21.70	\$0.00	\$87.26
	08/01/2025	\$53.78	\$13.28	\$21.70	\$0.00	\$88.76
	02/01/2026	\$55.03	\$13.28	\$21.70	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2025	\$59.13	\$14.91	\$28.27	\$2.98	\$105.29
	08/01/2025	\$60.98	\$14.91	\$28.27	\$2.98	\$107.14
	02/01/2026	\$62.93	\$14.91	\$28.27	\$2.98	\$109.09

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$24.83	\$14.91	\$6.13	\$0.00	\$45.87
2	42	\$24.83	\$14.91	\$6.13	\$0.00	\$45.87
3	47	\$27.79	\$14.91	\$12.26	\$1.62	\$56.58
4	47	\$27.79	\$14.91	\$12.26	\$1.62	\$56.58
5	52	\$30.75	\$14.91	\$13.24	\$1.74	\$60.64
6	52	\$30.75	\$14.91	\$13.49	\$1.75	\$60.90
7	60	\$35.48	\$14.91	\$14.90	\$1.93	\$67.22
8	65	\$38.43	\$14.91	\$15.88	\$2.04	\$71.26
9	75	\$44.35	\$14.91	\$17.84	\$2.28	\$79.38
10	85	\$50.26	\$14.91	\$19.30	\$2.49	\$86.96

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$25.61	\$14.91	\$6.13	\$0.00	\$46.65
2	42	\$25.61	\$14.91	\$6.13	\$0.00	\$46.65
3	47	\$28.66	\$14.91	\$12.26	\$1.62	\$57.45
4	47	\$28.66	\$14.91	\$12.26	\$1.62	\$57.45
5	52	\$31.71	\$14.91	\$13.24	\$1.74	\$61.60
6	52	\$31.71	\$14.91	\$13.49	\$1.75	\$61.86
7	60	\$36.59	\$14.91	\$14.90	\$1.93	\$68.33
8	65	\$39.64	\$14.91	\$15.88	\$2.04	\$72.47
9	75	\$45.74	\$14.91	\$17.84	\$2.28	\$80.77
10	85	\$51.83	\$14.91	\$19.30	\$2.49	\$88.53

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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>	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 550 - (Section B) Zone 2</i>	03/01/2025	\$64.93	\$11.51	\$23.80	\$0.00	\$100.24

Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.73	\$11.51	\$13.07	\$0.00	\$47.31
2	40	\$25.97	\$11.51	\$13.90	\$0.00	\$51.38
3	45	\$29.22	\$11.51	\$14.72	\$0.00	\$55.45
4	50	\$32.47	\$11.51	\$15.55	\$0.00	\$59.53
5	55	\$35.71	\$11.51	\$16.38	\$0.00	\$63.60
6	60	\$38.96	\$11.51	\$17.20	\$0.00	\$67.67
7	65	\$42.20	\$11.51	\$18.03	\$0.00	\$71.74
8	70	\$45.45	\$11.51	\$18.85	\$0.00	\$75.81
9	75	\$48.70	\$11.51	\$19.68	\$0.00	\$79.89
10	80	\$51.94	\$11.51	\$20.50	\$0.00	\$83.95

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2025	\$51.41	\$13.00	\$20.90	\$0.00	\$85.31
	09/01/2025	\$52.94	\$13.00	\$20.95	\$0.00	\$86.89
	03/01/2026	\$53.90	\$13.00	\$20.98	\$0.00	\$87.88
	09/01/2026	\$55.42	\$13.00	\$21.02	\$0.00	\$89.44
	03/01/2027	\$56.38	\$13.00	\$21.05	\$0.00	\$90.43
	09/01/2027	\$57.91	\$13.00	\$21.10	\$0.00	\$92.01
	03/01/2028	\$58.87	\$13.00	\$21.13	\$0.00	\$93.00

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$23.13	\$13.00	\$0.69	\$0.00	\$36.82
2	45	\$23.13	\$13.00	\$0.69	\$0.00	\$36.82
3	50	\$25.71	\$13.00	\$16.64	\$0.00	\$55.35
4	50	\$25.71	\$13.00	\$16.64	\$0.00	\$55.35
5	55	\$28.28	\$13.00	\$17.07	\$0.00	\$58.35
6	60	\$30.85	\$13.00	\$17.50	\$0.00	\$61.35
7	65	\$33.42	\$13.00	\$17.92	\$0.00	\$64.34
8	70	\$35.99	\$13.00	\$18.35	\$0.00	\$67.34
9	75	\$38.56	\$13.00	\$18.78	\$0.00	\$70.34
10	80	\$41.13	\$13.00	\$19.19	\$0.00	\$73.32

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$23.82	\$13.00	\$0.71	\$0.00	\$37.53
2	45	\$23.82	\$13.00	\$0.71	\$0.00	\$37.53
3	50	\$26.47	\$13.00	\$16.66	\$0.00	\$56.13
4	50	\$26.47	\$13.00	\$16.66	\$0.00	\$56.13
5	55	\$29.12	\$13.00	\$17.09	\$0.00	\$59.21
6	60	\$31.76	\$13.00	\$17.52	\$0.00	\$62.28
7	65	\$34.41	\$13.00	\$17.95	\$0.00	\$65.36
8	70	\$37.06	\$13.00	\$18.38	\$0.00	\$68.44
9	75	\$39.71	\$13.00	\$18.81	\$0.00	\$71.52
10	80	\$42.35	\$13.00	\$19.23	\$0.00	\$74.58

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	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 - 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

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.45	\$11.49	\$23.59	\$0.00	\$68.53
2	60	\$40.13	\$11.49	\$23.59	\$0.00	\$75.21
3	70	\$46.82	\$11.49	\$23.59	\$0.00	\$81.90
4	80	\$53.51	\$11.49	\$23.59	\$0.00	\$88.59
5	90	\$60.20	\$11.49	\$23.59	\$0.00	\$95.28

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$50.20	\$9.90	\$19.05	\$0.00	\$79.15
	06/01/2025	\$51.70	\$9.90	\$19.05	\$0.00	\$80.65
	12/01/2025	\$53.20	\$9.90	\$19.05	\$0.00	\$82.15
	06/01/2026	\$54.75	\$9.90	\$19.05	\$0.00	\$83.70
	12/01/2026	\$56.25	\$9.90	\$19.05	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$46.32	\$9.90	\$19.05	\$0.00	\$75.27
	06/01/2025	\$47.82	\$9.90	\$19.05	\$0.00	\$76.77
	12/01/2025	\$49.32	\$9.90	\$19.05	\$0.00	\$78.27
	06/01/2026	\$50.87	\$9.90	\$19.05	\$0.00	\$79.82
	12/01/2026	\$52.37	\$9.90	\$19.05	\$0.00	\$81.32

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$46.20	\$9.90	\$19.05	\$0.00	\$75.15
	06/01/2025	\$47.70	\$9.90	\$19.05	\$0.00	\$76.65
	12/01/2025	\$49.20	\$9.90	\$19.05	\$0.00	\$78.15
	06/01/2026	\$50.75	\$9.90	\$19.05	\$0.00	\$79.70
	12/01/2026	\$52.25	\$9.90	\$19.05	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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>	12/01/2024	\$58.43	\$9.90	\$19.50	\$0.00	\$87.83
	06/01/2025	\$59.93	\$9.90	\$19.50	\$0.00	\$89.33
	12/01/2025	\$61.43	\$9.90	\$19.50	\$0.00	\$90.83
	06/01/2026	\$62.98	\$9.90	\$19.50	\$0.00	\$92.38
	12/01/2026	\$64.48	\$9.90	\$19.50	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$60.43	\$9.90	\$19.50	\$0.00	\$89.83
	06/01/2025	\$61.93	\$9.90	\$19.50	\$0.00	\$91.33
	12/01/2025	\$63.43	\$9.90	\$19.50	\$0.00	\$92.83
	06/01/2026	\$64.98	\$9.90	\$19.50	\$0.00	\$94.38
	12/01/2026	\$66.48	\$9.90	\$19.50	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$50.50	\$9.90	\$19.50	\$0.00	\$79.90
	06/01/2025	\$52.00	\$9.90	\$19.50	\$0.00	\$81.40
	12/01/2025	\$53.50	\$9.90	\$19.50	\$0.00	\$82.90
	06/01/2026	\$55.05	\$9.90	\$19.50	\$0.00	\$84.45
	12/01/2026	\$56.55	\$9.90	\$19.50	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$52.50	\$9.90	\$19.50	\$0.00	\$81.90
	06/01/2025	\$54.00	\$9.90	\$19.50	\$0.00	\$83.40
	12/01/2025	\$55.50	\$9.90	\$19.50	\$0.00	\$84.90
	06/01/2026	\$57.05	\$9.90	\$19.50	\$0.00	\$86.45
	12/01/2026	\$58.55	\$9.90	\$19.50	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12 (Local 138)</i>	03/02/2025	\$69.84	\$14.32	\$20.31	\$0.00	\$104.47
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

All apprentices must be registered with the Division of Apprenticeship Training (DAS) in accordance with M.G.L. c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L. c. 149, §§ 26-27D. Apprentice ratios are established by DAS pursuant to M.G.L. c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements (CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate. Parties having questions regarding what ratio to use should contact DAS.

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
 Hispanic Americans Asian Indian Americans
 Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10, and if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name .

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.



PUBLIC & INDIAN HOUSING

ANNUAL SECTION 3 SUMMARY REPORTING REQUIREMENTS

*TECHNICAL ASSISTANCE ON FORM HUD-60002

Applicability of Section 3 to Public and Indian Housing Programs

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD's policy for providing preference to low- and very low-income residents of the community where the funds are spent (regardless of race or gender), and the businesses that substantially employ these persons for new employment, training, and contracting opportunities created from the usage of covered HUD funds.

The requirements of Section 3 apply to **all Public Housing Authorities (PHAs)** regardless of size or number of units [Section 8-Only Housing Authorities are exempt].

The requirements also apply to **all contractors** that receive awards from PHAs, regardless of the dollar amount of the contract.

Section 3 applies to the following types of Public and Indian Housing assistance:

- Public Housing Operating subsidies
- Public Housing Capital Funds for Development and Modernization;
- Hope VI Revitalization Grants;
- Resident Opportunities and Self-Sufficiency (ROSS) Grants;
- Family Self-Sufficiency (FSS) Grants;
- Lead Hazard Control Grants; and
- Economic Stimulus Funding

Recipient Responsibilities Pursuant to Section 3

Each PHA (and their contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for **new** employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residentsⁱ and business concernsⁱⁱ about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3; and
8. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

Section 3 Summary Reports (Form HUD-60002)

Annually, each PHA is required to submit form HUD-60002 to HUD's Economic Opportunity Division in Washington, DC. Pursuant to 24 CFR 135.90, form HUD-60002 is due at one of the following intervals:

- 1) Where the program providing Section 3 covered funding requires the submission of an annual performance report (eg., CAPERs report, etc.), form HUD-60002 shall be submitted at the time that the annual report is due;
- 2) If the program providing the Section 3 covered funding does not require an annual report, form HUD-60002 shall be submitted by January 10th of each year; or
- 3) Form HUD-60002 shall be submitted within 10 days of project completion (e.g., if the project is completed prior to January 10th).

Determining What Should Be Reported on Form HUD-60002

Section 3 Annual Summary Reports are intended to measure each PHA's efforts to comply with the statutory and regulatory requirements of Section 3 in its own operations **AND** those of contractors, subcontractors, and subrecipients.

Accordingly, each submission of form HUD-60002 should indicate the following:

- The total dollar amount of HUD funding that was received by the PHA during the specified reporting period.
- The total number of new employees that were hired by the PHA or its contractors, subcontractors, and subrecipients.
- The amount of new employees that were hired by the PHA or its contractors, subcontractors, and subrecipients, that met the definition of a Section 3 resident.
- The total number of man hours worked on covered projects (optional).
- The aggregate number of hours worked by Section 3 residents on covered projects (optional).
- The total number of Section 3 residents that participated in training opportunities that were made available by the PHA, its contractors, subrecipients, or other local community resource agencies.
- The total dollar amount of construction and/or non-construction contracts (or subcontracts) that were awarded with HUD funding received by the PHA.
- The dollar amount of the PHA's construction or non-construction contracts (or subcontracts) that were awarded to Section 3 business concerns.
- Detailed narrative descriptions of the specific actions that were taken by the PHA, covered contractors, subcontractors, subrecipients, or others to comply with the requirements of Section 3 and/or meet the minimum numerical goals for employment and contracting opportunities.

****PHAs must submit a separate form HUD-60002 for each type of covered financial assistance (e.g., separate reports must be submitted for Operating Subsidies and Capital funding).**

Important Notes for Submitting HUD-60002

- Use the online Section 3 Summary Reporting System at: www.hud.gov/section3 to ensure that your report is received by the appropriate HUD office in a timely manner.
- The “reporting period” option in the online Section 3 Summary Reporting System (box #7) lists quarters but the Section 3 reporting is an annual requirement. Accordingly, recipients should select **Quarter 4** to document the total amount of covered activities that took place during the entire year.
- PHAs should follow the same 12-month reporting period (i.e., fiscal, program, or calendar year) that is used for other HUD reports. If the PHA does not have other HUD reporting requirements, the Section 3 reporting period will follow the 12-month calendar year.
- Section 3 reports document compliance during the previous year (or reporting period). For instance, reports submitted on January 10, 2009, document the PHA’s efforts to comply with Section 3 during 2008.
- If the PHA (or its contractors, subcontractors and subrecipients) did not hire any new employees during the reporting period, and/or if no construction or non-construction contracts were awarded, the PHA must state this in Part III of form HUD-60002 and certify that this information is true and accurate by penalty of law.

Form HUD-60002 and Section 3 Compliance Determinations

Absent evidence to the contrary, the Department considers PHAs to be in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.30ⁱⁱⁱ:

- a. 30 percent of the aggregate number of new hires shall be Section 3 residents;
- b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
- c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

PHAs that fail to meet the numerical goals above bear the burden of demonstrating why it was not possible. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

****** Recipients that submit Section 3 reports containing **all zeros**, without a sufficient explanation to justify their submission, are in **noncompliance** with the requirements of Section 3.

Failure to comply with the requirements of Section 3 may result in sanctions, including: debarment, suspension, or limited denial of participation in HUD programs pursuant to 24 CFR Part 24. PHAs that are subject to annual A-133 Audits may also receive an audit finding for failure to submit form HUD-60002 to HUD.

Where Are Reports Submitted

Form HUD-60002 must be submitted to HUD's Economic Opportunity Division, in Washington, DC. Recipients are strongly encouraged to submit form HUD-60002 online at: www.hud.gov/section3.

Recipients can also download a hard copy of form HUD 60002 from the website listed above. Hard copies shall be submitted via fax or mail to:

U.S. Department of Housing and Urban Development
Attn: Economic Opportunity Division
451 Seventh Street, SW
Room 5235
Washington, DC 20410
202-708-1286 (fax)

Additional Section 3 Guidance and Technical Assistance

The Economic Opportunity Division is committed to providing PHAs guidance and technical assistance for compliance with the requirements of Section 3.

For additional information, please visit the Section 3 website at: www.hud.gov/section3. This webpage provides the following tools and information:

- Section 3 Statute—12 U.S.C. 1701u
- Section 3 Regulation—24 CFR Part 135
- Frequently Asked Questions
- Section 3 Model Programs
- Guidance on Section 3 and Economic Stimulus Funding
- Guidance on Section 3 and the Neighborhood Stimulus Program (NSP)
- Sample Section 3 Certification Forms (residents and business concerns)
- Link to HUD's Local Income Eligibility Calculator
- Link to Section 3 Annual Reporting System(form HUD-60002)
- Downloadable Forms
- Contact Information for Economic Opportunity Division staff
- Email inquiries on Section 3 can be sent to section3@hud.gov

ⁱ Section 3 residents are defined as: 1) residents of public housing; or 2) individuals that reside in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and meet the definition of a low- or very low-income person as defined by HUD).

ⁱⁱ Section 3 business concerns are defined as one of the following: 1) businesses that are 51 percent or more owned by Section 3 residents; 2) businesses whose permanent, full-time employees include persons, at least 30 percent of whom are current Section 3 residents or were Section 3 residents within 3 years of the date of first employment with the business concern; or 3) businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the two previous categories.

ⁱⁱⁱ See Safe Harbor language at 24 CFR Part 135.30(d)