



PROJECT MANUAL

MODERNIZATION OF STATE & HUD AIDED PUBLIC HOUSING

LOWELL HOUSING AUTHORITY
IFB #2022-7

PLUMBING SERVICES

U.S. HUD-AIDED DEVELOPMENTS AND STATE-AIDED DEVELOPMENTS

<p>LOWELL HOUSING AUTHORITY 350 Moody Street Lowell, MA 01854 (978) 937-3500 FAX: (978) 937-5758 (All bids to be delivered, opened and read at this address.)</p>	<p>PROJECT ADDRESS: AMP1, AMP2, AMP3, AMP4 & STATE</p>
<p>Philip L. Shea, Chairperson Mony Var, Commissioner Rodney Elliott, Commissioner</p>	<p>Matthew Marr, Commissioner Joanie Bernes, Commissioner Dr. Gary K. Wallace, Executive Director</p>

Procurement Director

Rita V. Brousseau
Chief Procurement Officer
T: (978) 364-5341
F: (888) 364-8835
rbrousseau@lhma.org

(Note: all communication for this IFB must be by and through the Procurement Department.)

Architect

N/A

BID RELEASE DATE: Wednesday, June 1, 2022

PRE-BID SITE VISIT: NONE

LAST DAY TO SUBMIT WRITTEN QUESTIONS: June 22, 2022 by 3:00 PM

BIDS DUE: June 30, 2022 by 11:00 AM

All documents may be downloaded from: www.lhma.org/bids



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CONTRACTOR BID SUBMISSION CHECKLIST

The following list of forms must be included in your bid to be considered responsive. Please include this form with your submission.

- _____ Form for General Bid (bid pricing sheet)
- _____ 5% Bid Bond
- _____ HUD 5369-A Representations, Certifications and Other Statements of Bidders
- _____ Bidders Reference Form
- _____ Non-Collusion Form
- _____ Tax Compliance Certification
- _____ Form W9
- _____ OSHA Certification
- _____ Section 3 Business Preference (if applicable)

ADVERTISEMENT FOR BIDS IFB # 2022-7

The Lowell Housing Authority and the Board of Commissioners, the Awarding Authority, invite sealed bids from General Contractors for Plumbing Services for the Lowell Housing Authority in Lowell, Massachusetts, in accordance with the IFB documents.

The Project consists of: labor, materials, equipment and services necessary for miscellaneous plumbing services at various properties on an as needed basis.

The work is estimated to cost approximately **\$70,000.00** during a one-year contract period.

These specifications are in anticipation of funding. All contracts are voided if funds are not available.

Bids are subject to M.G.L. c.149 and to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive, Davis Bacon Wage Determination for Residential Construction, MA1 & MA4, 40 U.S.C. 276, 29 C.F.R. 1.

General Bids will be received until **11:00 AM, Thursday, June 30, 2022.**

All Bids should be clearly labeled and delivered to: Lowell Housing Authority, 350 Moody St., Lowell, MA 01854 **Attn: Dept. of Finance & Procurement**, and received no later than the date and time specified above.

General bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (considering all alternates) and made payable to the Lowell Housing Authority.

Bid Forms and Contract Documents will be available electronically only at www.lhma.org/bids, as of June 1, 2022.

General bidders must agree to contract with minority and women business enterprises as certified by the Supplier Diversity Office (SDO), formerly known as SOMWBA. The combined goal reserved for such enterprises shall not be less than 10.4% of the final contract price including accepted alternates. See Contractor's Affirmative Action Requirements for additional information.

The LHA reserves the right to cancel the IFB, reject any or all bids and waive informalities.

END OF SECTION

ADVERTISEMENT

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Lowell Housing Authority
350 Moody Street, P.O.Box 60
Lowell, MA 01853-0060

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. 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. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

LOWELL HOUSING AUTHORITY

LOWELL, MASSACHUSETTS

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Lowell Housing Authority
Department of Finance and Procurement
350 Moody Street
Lowell, MA 01854

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [X] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[X] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [30] calendar days or per statute.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

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

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)	
Staff	Processing and Control		
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour 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 control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

INTRODUCTION

Political Subdivision Status

The Lowell Housing Authority (the "LHA") is an autonomous, public housing authority created in 1937 as a public body politic and corporate with the City of Lowell and a political subdivision of the Commonwealth of Massachusetts. Enabling legislation is Massachusetts General Laws, chapter 121B, *et seq.* The LHA is governed by a five-member appointed Board of Commissioners, which is the LHA awarding authority.

Housing Units

The LHA owns and/or manages 3,147 units of housing comprising of: (a) 1,625 units in federal family and elderly/disabled housing developments. The HUD-aided properties are managed under an Asset Management Project model ("AMP"). The LHA has four (4) AMPs and the state-aided portfolio. (b) 148 units in state housing developments, 42 units in HUD Multi-family new construction/substantial rehabilitation development and (c) 1,384 U.S. HUD Section 8 Housing Choice Vouchers. Images of the LHA housing units may be viewed on the website: www.LHMA.org.

Staff

The LHA currently employs approximately 93 full and part-time employees, including its central administration/management, property managers for each of the five property development areas, and facilities/maintenance staff.

Funding

The LHA receives both federal and state grants that supplement its operational expenditures and support capital improvements. Annual operational spend is approximately \$44M with state and federal capital expenditures of approximately \$4M.

IFB INFORMATION AT A GLANCE:

Agency Contact Person:	Rita V. Brousseau, Chief Procurement Officer Tel: 978-364-5341 E-Mail: rbrousseau@lhma.org 350 Moody St, PO Box 60, Lowell, MA 01854 TDD/TTY: 1-800-545-1833 x178
How to Obtain IFB Documents:	www.lhma.org/bids
IFB Issue Date:	June 1, 2022
Pre-Proposal Conference (Optional):	NONE
Deadline for Written Questions:	June 22, 2022 by 3:00 PM
How to Fully Respond to this IFB:	As instructed in Bid Conditions & Instructions section of the IFB document.
Proposal Submission Date and Time:	June 30, 2022 by 11:00 AM
Anticipated LHA Board Approval:	July 13, 2022

*Regularly scheduled LHA Board Meetings are held at the Armand P. Mercier Community Center Board Room, 21 Salem St, Lowell, MA on the second Wednesday of every month at 5:00 P.M.

BID CONDITIONS & INSTRUCTIONS

1. **Bid Submittal** - Pursuant to M.G.L. Chapter 149, the Lowell Housing Authority seeks bids from qualified vendors interested in providing "on-call" type Plumbing Services. Bidder shall submit one copy of their bid in a sealed envelope and properly labeled as follows:

Lowell Housing Authority
Department of Finance and Procurement
350 Moody Street
Lowell, MA 01854
"Plumbing Services, Bids Due: 06/30/22 @ 11:00 AM"
Late bids will not be considered.

1.1 Bid Forms & Submittals

The following forms, incorporated herein and included elsewhere in the bid documents, must be submitted with the bid:

- a. Form for General Bid
- b. 5% Bid Bond
- c. HUD 5369-A Representations, Certifications, and Other Statements of Bidders
- d. Bidder's Reference Form
- e. Certificate of Non-Collusion
- f. Certificate of Tax Compliance
- g. OSHA Compliance Certification
- h. Form W9
- i. Section 3 Business Preference, if applicable

2. **Time for Award** - The Chief Procurement Officer, after a recommendation from the initiating department head shall review and award. An award of contract will be made within thirty (30) days after the bid submission date or as soon as practicable thereafter. The time for award may be extended for up to thirty (30) days by mutual agreement.
3. **Addenda** - If any changes are made to this IFB, an addendum will be issued. Addenda and made available on the LHA website www.lhma.org/bids. If the HA issues any addenda to this IFB, each bidder shall acknowledge on the Price Bid Form the receipt of each addendum by addendum number.
4. **Questions** - concerning this IFB must only be submitted in writing to Rita V. Brousseau, Chief Procurement Officer, before **3:00 p.m., June 22, 2022**. Questions may be mailed, delivered or emailed to rbrousseau@lhma.org. Written responses will be emailed to all bidders on record as having received the IFB package. *The Lowell Housing Authority has identified a sole point of contact with bidders for the purpose of this IFB. Any attempt to contact any other Lowell Housing Authority employee or to circumvent these procedures in any manner may be grounds for disqualification of the bidder from the procurement process.*
5. **Firm Bid** - All bids received by Lowell Housing Authority in response to this IFB shall be considered "firm" and may only be withdrawn as provided by M.G.L. c.149. A proposer may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received in the Office of the Chief Procurement Officer prior to the time and date set forth for bid submission.
6. **Quantities** - All quantities entered by the Agency herein and within the corresponding Pricing Items are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB, as the ensuing contract will be a Requirements Contract, in that the Agency shall retain one contractor only and shall retain the right

to order from that contractor (successful bidder), on a purchase order basis, any amount of services the Agency requires.

- 7. Evaluation of Bids** - Bids will be evaluated in good faith and bidders are expected to bid in good faith on a rate that will be charged to the HA in order to make the necessary repairs. An eligible bidder is a bidder who has submitted a bid that conforms in all respects to the invitation for bids. A responsible bidder is a bidder who has the capability to perform fully the contract requirements and the integrity and reliability that assure good faith performance.

All bids submitted in response to this IFB will be evaluated in accordance with the provisions established under Massachusetts General Law Chapter 149. Bidders will be required to adhere to the guidelines established under this statute.

- 8. Use of Trade Names** - The use of a proprietary or trade name in any description of equipment, materials or supplies in this IFB is not intended to restrict this IFB to the manufacturer or proprietor; instead, it is intended only to describe, by convenient reference to familiar products, the features or characteristics required by the Housing Authority of Lowell. Further, the use of any trademark in any description of equipment, materials or supplies does not constitute any endorsement of the product by the Housing Authority.

Any item that is the equivalent, in style, quality dimensions and color, to the brand specified will be acceptable to the Housing Authority. Items not marked on the cost bid form, as being equivalent shall be evaluated as being the item specified and be ordered as such, if an award is made. The Housing Authority will be the sole judge as to the fitness of any equivalent item for the purpose intended in this bid.

- 9. Withdrawal of Bid** - After the bid submission deadline, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Housing Authority or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Once a bid is submitted and received by the HA for final consideration and comparison with other bids similarly submitted, the Bidder agrees that he/she may not and will not withdraw his/her bid within thirty (30) consecutive days after the actual date of opening bids.

- 10. References** - Bidders shall provide the Housing Authority with a list of three ongoing service & repair contracts with customers in similar size and scope that include contact names and telephone numbers.
- 11. Contract Award** - A contract shall be awarded pursuant to M.G.L. Chapter 149 to the responsible and eligible bidder offering the lowest total bid price.
- 12. Bid Pricing Calculations:** Wherever a mathematical error is clearly evident, the Unit Price listed shall not be changed and will be factored with the estimated quantities

listed to arrive at the extended price. A NO BID shall be placed in the field where a Contractor wishes not to submit a price or bid on that item.

13. **Licensing and Insurance Requirements:** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:
- a) An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
 - b) An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - c) An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;
 - d) An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - e) If applicable; a copy of the bidder's business license allowing that entity to provide these such services within the Commonwealth of Massachusetts and City of Lowell if appropriate. City of Lowell business certificate link: <http://bit.ly/I2uoVA>;
 - f) If applicable, a copy of the bidder's license issued by the State of Massachusetts licensing authority allowing the bidder to provide the services detailed herein.
 - g) The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE BID SUBMITTAL--we will garner the necessary certificates from the successful bidder prior to contract execution

These specifications are in anticipation of funding. All contracts are voided if funds are not available.

14. **Contract Term-** The HA expects to award a contract for a period of one-year. The Lowell Housing Authority reserves the right, at its sole discretion, to renew this contract for one additional one-year contract period,
15. **Rejection of Bids** - The Housing Authority reserves the right to cancel this IFB or reject in whole or in part any and all bids, if the Housing Authority determines that cancellation or rejection serves the best interests of the Housing Authority.
16. **Conditional Bids** - Bids which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.
17. **Annual Appropriation** - The contract award is subject to an appropriation by the Housing Authority Board for the fiscal year in which the contract is executed and for any subsequent fiscal year during the contract term.
18. **Change Orders** - A change order may be issued by the Lowell Housing Authority for changes in the Work within the scope of the Contract, including but not limited to,

changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Lowell Housing Authority-furnished facilities, equipment, materials, services, or Site; or (4) the schedule for performance of the Work. The Contractor shall immediately perform any change order work that is ordered in writing by the HA.

The HA is not obligated to pay for change orders that are not approved in writing by the HA's authorized signatory.

19. **Notices; permits:** The contractor shall give all notices, take out all permits and licenses (at contractor's expense), obtain and post yearly certificates of inspection, pay all charges and other rates therefore, relative to the work in accordance with the requirements of law and of all public authorities and to the satisfaction of the HA Contract Manager.
 Contractors are required to pull permits at their cost for applicable work in the City of Lowell.
20. **Conflict of Interest** - It is prohibited for any bid to be submitted that would constitute a violation of the conflict of interest statute, M.G.L. chapter 268A.
21. **IFB** - This Invitation for Bid (IFB), with all of its terms and conditions, will be part of the contract.

BID SUBMITTAL REQUIREMENTS

1. **Bid Deposit** - Bidders must submit a five percent (5%) bid deposit with their bid. The bid deposit must be in the form of a bid bond issued by a surety company certified to do business in the Commonwealth of Massachusetts; a certified treasurer's or cashier's check drawn on a responsible bank or trust company payable to the Lowell Housing Authority.
2. **Prevailing Wage Requirements/Davis Bacon Wages** - The contractor is required to pay prevailing wages and/or Davis Bacon Wages as required on a per-property basis on all projects associated with this contract in accordance with attached Prevailing Wage Statement and Davis Bacon Statement. The associated Certified payroll records must be submitted to the Lowell Housing Authority, Department of Finance and Procurement, 350 Moody Street, Lowell, MA 01854.
3. **Payment & Performance Bond Requirements** - The bidder awarded the contract is required to submit within (5) five days, a 50% payment bond drawn on a responsible bank or trust company authorized to do business in the Commonwealth of Massachusetts and made payable to the Lowell Housing Authority.

In case to whom a contract is awarded shall fail or neglect to submit a payment & performance bond within the five days as pursuant to M.G.L. Chapter 149, the HA may determine that the Contractor has abandoned the contract and may award the contract to the next lowest responsible and responsive bidder. THIS CLAUSE WILL BE STRICTLY ENFORCED.

4. **OSHA Requirement** - Awarded Contract shall furnish certification documents for all employees to be employed in the project subject to this bid showing that they 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.

No contract will be issued to a vendor without proof of OSHA certification pursuant to M.G.L. c. 149, §44A.

5. **Licenses-** The Contractor shall possess a Massachusetts contractor's license. Licensure from any other state will be subject to approval by the HA.

PERFORMANCE MEASUREMENTS

1. The Contractor shall have full responsibility for the performance of the services under this contract and shall not subcontract any portion of the services without the prior approval of the Lowell Housing Authority. Any approved Subcontractor shall accept and fully comply with the terms and conditions of the contract and the Contractor shall be responsible for any unsatisfactory performance by said Subcontractor.
2. Any and all work performed through the duration of the contract must be guaranteed by the contractor to be completed in a workmanship-like manner and according to applicable codes and industry accepted standards. The HA reserves the right to inspect all work, either in progress or upon completion. In the event the work is deemed unsatisfactory, the Contractor will be notified and will have forty - eight (48) hours to correct the deficient work. Failure to make corrections will be cause for contract termination.
3. All material and debris from the work shall be removed by the Contractor. The premises shall be left clean at all times.
4. Bidders are required to adhere to any and all public construction requirements and guidelines as defined in Massachusetts General Law. The HA reserves the right to request services of any licenses or certifications required by these statutes. A bidder who does not hold the required licenses or certifications will be considered non-responsive and their bid will be rejected.

END OF SECTION

SCOPE OF SERVICES

Rule for Award: A one-year contract shall be awarded pursuant to the provisions of M.G.L. Chapter 149, to the responsive and responsible bidder offering the lowest price. The Lowell Housing Authority reserves its sole option to renew the contract for an additional one-year contract period.

Start Date: Services are anticipated to begin on or about July 2022.

Work Schedule: All work shall be done between 8:00 A.M. and 4:30 P.M., Monday through Friday, excluding legal holidays, unless otherwise directed by the HA. Work done at other times shall be compensated at a maximum of time and one half.

WORK. During the course of the contract period, the Lowell Housing Authority may require plumbing repair services and/or installation at any of its buildings. The Lowell Housing Authority does not represent that it will utilize Contractor's services any guaranteed number of times over the course of the contract period. Contractor shall:

- On an on-call basis test, repair, and install plumbing and gas systems; grease and steam traps, sinks, water closets, urinals, water systems, compressed air systems and lines, valves (shut off, mixing, relief, etc.), pumps (sump, ejector, circulating, etc), laboratory type plumbing and gas fittings, dishwashers and other kitchen equipment, hot water heaters and boilers, coils (steam, hot water, evaporator, condenser), piping, fittings, flushometers, sanitary and drain systems, roof drains, propane (LP) gas systems, backflow preventers, and all other types of plumbing and gas fitting components.
- On on-call basis work with other skilled trade staff, participate in coordination and/or installation of larger projects requiring multiple trades; read and interpret plans, sketches, and blueprints; prepare cost and time estimates for all types of work; obtain permits required for related work; and recommend and order relevant supplies, equipment, and materials required for performance of duties. Perform regular preventive maintenance to ensure maximum efficiency of all plumbing, gas, and heating systems; keep abreast of all safety and building codes, asbestos laws and guidelines relating to plumbing and heating trades; maintain all hand and power tools in good operating condition; perform all necessary paperwork as directed; maintain a clean and orderly work area; and perform all patching and repair that

Any job exceeding ten thousand dollars (\$10,000.00) shall be submitted to the Housing Authority for review. The Lowell Housing Authority reserves the right to place out to bid any job that is estimated to go over this amount.

Contractor must comply with all local and State laws, rules and regulations for a plumber and possess a valid State of Massachusetts Master Plumber's License and Gas Fitter's License as applicable.

At the request of the Housing Authority, the Contractor shall submit a detailed cost estimate and obtain Housing Authority approval in writing prior to commencing work. In the event of a change in the scope of the work, Housing Authority approval in writing must be obtained prior to proceeding with the work.

All materials shall be new and of satisfactory quality. All workmanship shall conform to the best practice in the trade and be performed by skilled and licensed labor in the field and

comply with all federal, state and municipal laws and regulations. The Housing Authority will reject any unsatisfactory services. All services shall be guaranteed for a period of one year.

The Contractor shall have full responsibility for the performance of the services under this contract and shall not subcontract any portion of the services without the prior approval of the HA. Any approved Subcontractor shall accept and fully comply with the terms and conditions of the contract and the Contractor shall be responsible for any unsatisfactory performance by said Subcontractor.

The Housing Authority reserves the right to inspect all work, either in progress or upon completion. In the event the work is deemed unsatisfactory, the Contractor will be notified and will have forty - eight (48) hours to correct the deficient work. Failure to make corrections will be cause for contract termination.

All material and debris from the work shall be removed by the Contractor. The premises shall be left clean at all times.

The Contractor shall submit, for each job, invoices listing the materials used and labor hours expended with seven (7) calendar days. Materials shall be invoiced at actual cost plus the contracted percentage surcharge and invoices shall show quantities and unit costs. **Copies of the Contractor's own material invoices shall be made available to the Housing Authority upon request.** Labor shall be invoiced at the contracted hourly rates and shall include only the actual time expended on the job and shall not include travel time. The Housing Authority will not pay for Travel Time.

CONTRACTOR REQUIREMENTS

Contractor shall be able to meet ALL the following requirements:

1. Be a Master or Journeyman Plumber and have been regularly and actively engaged in the Plumbing Service contracting business, operating under the same business name and business organization structure, and performing the type of work described above under "SCOPE OF SERVICE" for a minimum of seven years.
2. Have (directly employed) a minimum work force consisting of not less than two (2) full time Plumbers holding (at least) a Commonwealth of Massachusetts Journeyman Plumbing License.
3. Maintain a twenty-four (24) hour, seven (7) day per week emergency response telephone number that is staffed by a person and not just an answering machine. Passive answering machines are not acceptable.
4. Carry the required amount of insurance as shown by the insurance requirements listed in this IFB. Certification of Insurance shall be provided to the Lowell Housing Authority prior to the commencement of work and not later than ten (10) calendar days from the notice of contract award. Insurance shall remain in force during the full term of the contractual agreement and/or until the work is completed and accepted by the Housing Authority, whichever is later.
5. Provide at least three (3) current references that are satisfactory to the Lowell Housing Authority and will serve to illustrate the ability of the contractor's firm to act as the primary conveyor to accomplish plumbing services in accordance with specifications. References used for this purpose shall include Commonwealth of

Massachusetts municipalities and/or state agencies that the Contractor's firm has provided plumbing services for, while serving in the capacity as the "primary" plumbing contractor, versus a subcontractor.

6. Rate per hour of the wages to be paid under this particular contractual agreement shall be not less than the applicable rate of wages as determined by the Department of Labor Standards and announced in the "Prevailing Wage Rates" sheets attached.

RESPONSE TIME

- A. **Emergency Repairs.** The Contractor shall acknowledge all service calls within one (1) hour of the call being placed. Response to calls from the Housing Authority for emergency services is required 24 hours a day, seven days a week. Contractors must have an interactive paging or telephone answering service; passive answering machines are not acceptable. Repair personnel shall arrive at the designated job site not later than two (2) hours after a Housing Authority representative has made notification that an emergency repair is required.
- B. **Non-Emergency Repairs.** Repair must start within 10 working days of receipt of a work order initiated by a Housing Authority Representative.

GUARANTY AND WARRANTY

1. The Contractor shall pay to the Housing Authority, all expenses, losses and damages incurred as a consequence of any defect, omission, negligence, or error by the Contractor, Contractor's employees, Subcontractors, or Subcontractor's employees.
2. The Contractor shall provide only new and good quality materials and warrant that he has full title to all materials, supplies and equipment used in the work under this contract.
3. All Contractor provided parts, materials, and/or equipment shall meet the HA's satisfaction and shall follow the requirements set-forth by the HA's Facilities Department prior to commencing each individual assignment under this contract.
4. The Contractor guaranties that all work, material, and equipment furnished and installed under this contract, are in accordance with the Specifications and is free from defects in material and craftsmanship for a period of one year from the date of receipt and acceptance by the HA.

Subcontracting Work

1. The Contractor shall not subcontract any portion of this contract unless approved, in writing, by HA's Facilities Supervisor or his designee.

PROTECTION OF PROPERTY

The Contractor shall take all precautions to protect Housing Authority property from injury and be held responsible for all employees or any person or persons, instrumentor, device directly or indirectly employed by him. Any corresponding damages shall be replaced, repaired and paid for by the Contractor to the satisfaction of the Housing Authority.

OWNERS OPERATION

Bids shall be based on regular working hours with sufficient overtime work scheduled for any major or minor items of work that could be a safety or noise disturbance of any sort.

The Contractor shall, always, protect the workers and public from injury due to his work. He shall provide and maintain temporary enclosures, barricades, and take whatever action is necessary to accomplish this, all to the satisfaction of the HA.

Parking areas shall be kept clear and accessible to the Housing Authority for his use at all times. The location of the Contractor's storage areas shall be where approved by the HA.

QUALITY OF WORKMANSHIP

Fully qualified, OSHA certified, skilled personnel must do all work in a thorough workmanlike manner. The Contractor shall be fully qualified to perform plumbing services and repairs. The Lowell Housing Authority reserves the right to judge on the quality of workmanship of those bidding based on prior work performed and/or reference checks. Quality of workmanship and references will be a determining factor when awarding this bid.

STATEMENT OF QUALIFICATION

Bidders must submit a Statement of Qualification (attached) which indicates at least five (5) years of relevant experience (prior to the release of the bid). The Statement of Qualification must include evidence that the bidder currently has the ability to perform the type, magnitude and quality of work within the scope of the bid. The Statement of Qualification must include a detailed description of information regarding any company bankruptcy proceedings and/or name changes within the last five (5) years. The Chief Procurement Officer reserves the right to confirm the bidder's Statement and ability to perform the services specified in the bidder's response.

CONTRACTOR PERFORMANCE CRITERIA

Each contractor's performance will be evaluated on an ongoing basis and these evaluations will be utilized in determining whether to renew a contract, if applicable. Contractors must notify the Procurement Department within seven (7) days of any change in address, phone or fax numbers and or contact names.

User departments will be surveyed as to their satisfaction with the contractor's performance under the contracts. Such surveys may include, but not be limited to, satisfaction with the contractor's performance, timeliness of response and billing accuracy. Not maintaining a satisfactory rating may be grounds for early termination or non-renewal of that contractor's contract.

Contractor performance will also be measured based upon the number of complaints received from user departments. A high number of unresolved complaints will result in a warning to the contractor and may lead to early termination or non-renewal of that contractor's contract.

LAWS AND REGULATIONS

The Contractor shall comply with all Federal, State and Local Ordinances and Regulations governing the type of work indicated in these specifications.

AUTHORIZATION

The Housing Authority reserves the right to request the type of plumber (Master or Journeyman) to work on any project.

REMOVAL OF DEBRIS

The Contractor will remove all debris and dispose of in accordance with all applicable laws, after roof work is completed.

LIST OF DEVELOPMENTS

Each development has multiple properties

1. AMP 1 North Common Village, O'Brien Terrace, Mercier Center
2. AMP 2 Highland Parkway
3. AMP 3 South Common Village
4. AMP 4 Belvidere Heights, Centralville Gardens, Cityview Towers, Francis Gatehouse
5. STATE Concord River Mill and various scattered sites

LHA COMMON EQUIPMENT

Throughout the authority, contractors will most commonly work on the following types of boilers, hot water tanks and pumps:

- Lochinvar
- Viesman
- HTP
- Munchkin
- Thermal Solutions
- Tech Mar Controls



FORM FOR GENERAL BID

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required for **IFB 2022-7 Plumbing Services**, for the Lowell Housing Authority in Lowell Massachusetts in accordance with the Contract Documents for the contract price specified below, subject additions and deductions according to the terms of the specifications.

This bid includes addenda # _____

Years in business: _____

B. The Proposed Contract Price:

_____ dollars (\$ _____).
Bid Amount in Words Amount in Numbers

Extraneous numbers, prices, comments, etc., appearing elsewhere on this shall be deemed to have no effect on the prices offered in the designated locations. No oral, telegraphic, telephonic or facsimile bids will be considered. Bid prices/fees are final and all inclusive. No extra charges shall be billed to the City. Fuel, transportation, labor and equipment price shall be included in the unit price offered.

LN	ITEM OF WORK	EST HOURS	UNIT PRICE	EXT PRICE
PLUMBING SERVICES – MASTER PLUMBER				
1	Monday – Friday 7:00 a.m. until 4:00 p.m.	125	\$	\$
2	Saturday/Sunday/Holiday	20	\$	\$
3	Emergency Call	20	\$	\$
PLUMBING SERVICES – JOURNEYMAN PLUMBER				
4	Monday – Friday 7:00 a.m. until 4:00 p.m.	125	\$	\$
5	Saturday/Sunday/Holiday	20	\$	\$
6	Emergency Call	20	\$	\$
MATERIALS are to be invoiced at actual cost, plus _____% markup. (any markup exceeding 15% will not be allowed)				
7	Materials Fixed Price			\$20,000.00
8	Materials Fixed Price x _____% (<i>example \$20,000 x 5% = \$1,000</i>)			
GRAND TOTAL				\$

Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of the Contract and will not be paid by the HA. **Computation of the number of hours worked shall include only those hours spent at the job site excluding mealtimes.**

- 1) The above estimated quantities do not guarantee the actual amount that will be purchased or awarded during the year, but the total amount will be used in determining and evaluating the low bidder.

C. **CONTRACT.** The undersigned agrees that, if he is selected as General Contractor, he will, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Payment Bond, issued by a Surety Company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority, in the sum of fifty (50%) of the Contract value, the premiums for which are to be paid by the Contractor and are included in the Contract Price.

D. **LABOR & HARMONY.** The undersigned hereby certifies that they are able to 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 MGL. c.149 sec.44A-J.

E. **NON-COLLUSION.** 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.

F. **TAX COMPLIANCE.** Pursuant to M.G.L. c.62(c) §49(a), the individual signing this document 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.

G. **OSHA CERTIFICATION.** That he is able to furnish labor than can work in harmony with all other elements of labor employed or to be employed at the work. 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 that all employees to be employed in the work subject to this bid 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. (MGL. c. 30, Section 39S (a))

Pursuant to M.G.L. c. 30, Section 39M and M.G.L. c. 149, I certify under penalties of perjury that, to the best of my Knowledge and belief, I am in compliance with the OSHA requirements as stated above.

H. **DEBARMENT:** The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred form 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 rule or regulation promulgated thereunder.

I. **INSURANCE:** The undersigned agrees to provide an Insurance Certificate specifying the Lowell Housing Authority as "Named Insured."

Company: _____

Address: _____

Contact Name/Title: _____

Authorized Signature: _____

Phone: _____

E-mail: _____

Date: _____

BIDDER'S REFERENCE FORM

Provide with Form for Quotes

Bidder's 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 as specified.

NON-COLLUSIVE AFFIDAVIT OF GENERAL BIDDER

State of _____

SS.

County of _____

_____ being first duly sworn, deposes and says that:

1. Affiant is _____ (an officer) of _____
The bidder that has submitted the attached bid.
2. Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
3. Such bid is genuine and is not a collusive or sham bid.
4. Neither the said bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affiant has in any way colluded conspired, connived, or agreed, directly or indirectly, with any other Bidder Firm or Person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication to conference with any other Bidder, Firm, or Person to fix the price or prices in the attached bid or of any other Bidder, or to fix an overhead profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage the Lowell Housing Authority or any person or any person interested in the proposed Contract.
5. The price quoted in the attached bid is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidders or any of its agents, representative or employees, owners or parties in interest including this affiant.

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 201 .

(Name) (Title)

My commission expires _____



CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief that I, or the company for which I am completing this bid, is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Identification Number or
SS #

Signature of Individual or Corporate Name

Corporate Officer Signature

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ 5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF CORPORATE VOTE OF AUTHORIZATION

Date: _____ 20__

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

NAME OF CORPORATION

duly called and held at _____ on the ___ day of _____ 20__

at which a quorum was present and acting, it was voted that _____

NAME OF CORPORATE OFFICER

of the _____, be and hereby is authorized to execute and deliver

NAME OF CORPORATION

for and on behalf of the Corporation, a Contract with _____ Housing Authority, for

work to be done at State-Aided Housing Development No. _____ in the City/Town of _____

And to act as principal to execute bonds in connection therewith, which Contract and Bonds were presented to and made part of the records of said meeting.

I further certify that _____ is duly qualified and acting

NAME OF CORPORATE OFFICER

_____ of the Corporation and that said vote has not been repealed,

TITLE

rescinded or amended.

A true copy of the record,

ATTEST: _____

(CORPORATE SEAL)

On this ___ day of _____ 20__, before me, the undersigned Notary Public, personally appeared _____, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Notary Public

My Commission Expires:



OSHA COMPLIANCE CERTIFICATION

Any person submitting a bid for, signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any building or public works project undertaken by a public awarding authority in Massachusetts and estimated to cost more than \$10,000 must certify on the bid or contract, under penalties of perjury, as follows:

1. That he/she is able to furnish labor than can work in harmony with all other elements of labor employed or to be employed at the work

2. 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

3. That all employees to be employed in the work subject to this bid 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. (MGL. c. 30, Section 39S (a))

Pursuant to M.G.L. c. 30, Section 39M and M.G.L. c. 149, I certify under penalties of perjury that, to the best of my Knowledge and belief, I am in compliance with the OSHA requirements as stated above.

Company Name _____

Authorized Signatory _____ Date _____

CONTRACT REQUIREMENTS

OWNER-CONTRACTOR AGREEMENT**LOWELL HOUSING AUTHORITY**

This agreement made the day of , 2017 by and between the Lowell Housing Authority hereinafter called the "Owner", and hereinafter called the "Contractor", witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows:

Article 1. Scope of Work: The Contractor shall perform all Work required by the Contract Documents for U.S. HUD-Aided Development MA 1-3 referred to in the Contract Documents prepared by Description of Project Robert Willam Hannon, Architect acting as and referred to as the "Architect".

Article 2. Time of Completion: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with Article 9 of the General Conditions of the Contract.

Article 3. Contract Sum: The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of:

\$

Contract Amount in Words

Contract Amount in Dollars

Schedule of Unit Prices: Project Manual Section and the cost to be paid by the Owner or credited by the Contractor per unit specified:

No. 1. N/A

No. 2. N/A

No. 3. N/A

Article 4. The Contract Documents: The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings, HUD forms HUD-5370 or HUD-5370-EZ, HUD-5370-C Sections I and II, HUD-92554M. Forms and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions. Link: <http://bit.ly/HUD-FORMS>

Article 5. Alternates: The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement:

Alternate No(s): none through none

Article 6. REAP Certification: Pursuant to 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. (St.1983, c.233, Revenue Enforcement and Protection Program (REAP) as amended).

Article 7. Worker 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.

Article 8. Conflict of Interest: The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related

by blood or marriage to any Board Member or employee of the Awarding Authority.

Article 9. Conflicts of Interest, organizational, federal requirements:

(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 LHA may, however, terminate the contract or task/delivery order for the convenience of the LHA if it would be in the best interest of the LHA.

(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 LHA may terminate the contract for default.

Article 10. Submittals and Invoicing: Contractor shall comply with all federal and state laws or regulations under which this Contract is issued, including without limitation submission of certified payrolls. [Federal Form WH-347](#) or [MA Prev. Wage Forms](#) as applicable may be used for this purpose.

- | | |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| 10.1 A unique invoice number; | 10.7 Service time period, total hours billed per-service, per-site, the approved rate and product delivery date(s); |
| 10.2 Contractor's name, address and telephone number; | 10.8 Work order approved by LHA designee; |
| 10.3 Date of invoice and/or billing period; | 10.9 Total U.S. (\$) dollar amount billed; and |
| 10.4 Applicable contract number; | 10.10 A Certified Payrolls for each week, Federal Form WH-347 or MA Prev. Wage Forms as applicable. |
| 10.5 Applicable purchase order number; | |
| 10.6 Description of goods/services rendered; | |

Article 11. Validation: This Contract will not be valid until signed by the Executive Director of the Lowell Housing Authority.

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

¹ CONTRACTOR:

² AWARDING AUTHORITY:

Lowell Housing Authority
PO Box 60, 350 Moody St.
Lowell, MA 01853

By: _____

Name & Title

By: _____
Gary K. Wallace, Executive Director

Name & Title

Witness: _____

Certified as to Fund Availability:

Fund/Appropriation

Adam J. Garvey, CFO

Attest: _____

¹ If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

² If signed by someone other than a Housing Authority Board member, attach a copy of Certified Board Vote authorizing the signatory to sign the Contract.

BOND NO. _____

PAYMENT BOND

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT 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 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 \$_____

GENERAL CONDITIONS

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$150,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof 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 Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (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.

11. 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.

12. 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.

13. 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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (b) The classification is utilized in the area by the construction industry; and
- (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

(m) 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 exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

**SUPPLEMENTARY CONDITIONS
TO THE CONSTRUCTION
CONTRACT**

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

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.2 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. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 (“**Administrator**”). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its

designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, 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.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee 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. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or

supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the

program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on

the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (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 forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. 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 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 under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. 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, sexual orientation, gender identity, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

D. 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 a

notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and 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.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and 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 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

Equal Employment Opportunity

CONTRACTOR'S AFFIRMATIVE ACTION REQUIREMENTS HUD-98198 (9-79)

- A. **Attachment A** is the Goals and Timetables for Minority and Female Utilization under this contract. They are expressed as percentages of the aggregate workforce in each trade. The goal for minority participation is 4.0%, trade by trade, of the workforce. The goal for the participation of women is 6.9%, trade by trade, of the workforce. These goals must be included in all non-exempt subcontracts also.

- B. **Attachment B** is called the "Equal Employment Opportunity (EEO) Clause." This must be included in all contracts, subcontracts and/or purchase orders which exceed \$10,000. The EEO Clause consists of paragraphs 1-7.

- C. **Attachment C** covers the Equal Opportunity Standards (EOS). This part details the obligations of prime and non-exempt subcontractors working under the contract.
 - 1. It defines the applicable minority groups;
 - 2. It defines the Affirmative Action (AA) requirements in paragraphs 7a - 7p;
 - 3. It spells out your obligations in dealing with craft unions;
 - 4. It defines the sanctions and penalties for non-compliance on the part of subcontractors,
 - 5. Requires you to identify a responsible company official who will monitor, report and evaluate you AA efforts

ATTACHMENT A

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Employment Opportunity (EEO) Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade: 4.0

Goals for female participation for each trade: 6.9

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Lowell, Massachusetts.

3. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4. shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60.4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and females employment and training must substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees to trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the following information for the General Contractor and each Subcontractor: name, address and telephone number; employer identification number; estimated dollar amount of each contract; estimated starting and completion dates of each contract; and the geographical area in which the contract is to be performed. The address is as follows:

Office of Federal Contract Compliance
U.S. Department of Labor
JFK Federal Building - Room E235
Boston, MA 02203

ATTACHMENT B

EQUAL EMPLOYMENT OPPORTUNITY (EEO) CLAUSE

The applicant agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will 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 the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, 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.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractors' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, that in the event a Contractor becomes involved in, or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided that if the applicant so participating is a State or local government the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant order of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibilities for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee): refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ATTACHMENT C

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted:
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c) "Employer identification number" means the Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d) "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Island (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native; (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraph 7a through p of these specifications. The goals set forth in the solicitation from which this contract

resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individuals. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e) Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b. above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these terms with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors work force.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers including circulation of solicitations to minority and female contractor associations.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of the contractor association, joint contractor union, contractor-community, or other similar group of which the contractor is a member and a participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractors, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may also be in violation of the Executive Order if a specific minority group of women is underutilized.)
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulating, by the Office of Federal Contract Compliance Programs. Any Contractor who

fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records shall as least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which established different standards of compliance or upon the application of requirements for the hiring of local or other residents (e.g. those under the Public Work Employment Act of 1977 and the Community Development Block Grant Program).

END OF SECTION

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will 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 the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will 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 race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

SECTION 00.73.36

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

1. DEFINITIONS

For purposes of this Section 00.73.36, the following additional definitions shall apply:

- A.** "Minority" means a person who meets one or more of the following definitions:
 - (1.)** American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.
 - (2.)** Asian means: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but Not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.
 - (3.)** Black means: All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
 - (4.)** Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
 - (5.)** Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.
- B.** "Commission" or "MCAD" means the Massachusetts Commission Against Discrimination.
- C.** "E.E.O. Officer" or Equal Employment Opportunity Officer means those persons designated by the Contractor, the Owner, or any other agency or party having jurisdiction under this contract, that serve in a capacity to implement this Section.

2. CONDITIONS

- A.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, handicap, or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship.
- B.** The Contractor shall post notices provided by the Commission, in conspicuous places, setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.
- C.** The Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, handicap, or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex.
- D.** The Contractor shall not discriminate on grounds of race, color, religious creed, national origin, age, or sex in employment practices, in the selection or retention of Subcontractors, or in the procurement of materials and rentals of equipment.
- E.** The Commission and a designee of the Owner shall have access to the construction site and all applicable records of the Contractor and Subcontractors.
- F.** The Contractor's EEO Certificate must be signed by the low general and all filed sub-bidders as a condition of Contract validation by the Department.

3. MINORITY GOAL **MINIMUM MINORITY PERCENTAGES**

- A. Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein

The participation goals for this project shall be 15.3% for minorities and 6.9% for women.

- B. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.
- C. Such job categories shall include but not be limited to those "Classes of Work" enumerated in M.G.L. c.149 §44F and for trades covered by Item 1 of the Contractor's bid.
- D. These percentages shall apply to the Contractor and to all Subcontractors, regardless of tier, for all on-site Work.

4. REFERRALS

- A. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Department or the Commission; and traditional referral methods utilized by the construction industry, where such referrals are needed to meet minority hiring requirements. The Contractor shall keep accurate records of such requests for referrals.
- B. Records of employment referral orders, prepared by the Contractor, shall be made available to the Owner and to the Department upon request.

5. EEO WORK FORCE REPORTING PROCEDURES

- A. The Contractor shall provide the following information to the Owner on copies of the forms found at the end of this Section.

(1.) Weekly Manpower Reports 00.73.36.04: The Contractor shall prepare a report after each week of activity, reflecting the actual working hours of all personnel identified as minority or non-minority.

- (a) This report shall be received by the Owner no later than the Friday following the week reported.
- (b) Failure to provide information shall result in sanctions as provided in this section.

6. COMPLIANCE - REPORTS AND INFORMATION

- A. The Contractor shall provide all information and reports required by the Owner or the Department and will permit access to its facilities and to any books, records, accounts and other sources of information which may be determined by the Owner or the Department to affect the employment of personnel. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Owner or the Department as appropriate and shall set forth what efforts have been made to obtain the information.

7. COMPLIANCE - INVESTIGATIONS

- A.** Whenever the Owner's EEO Officer, the MCAD, or the Department believes the Contractor may not be operating in compliance with the terms of these requirements, the Department shall conduct an investigation, and may confer with the parties, to verify such allegations. The Department shall not initiate an investigation without prior notice to the Contractor.
- B.** If the Department finds the Contractor in non-compliance, it shall make a preliminary report, and notify the Contractor in writing of the steps necessary to bring such Contractor into compliance. A copy of this report shall be sent to the Department's Affirmative Action Officer.

8. COMPLIANCE - DEPARTMENT - AFFIRMATIVE ACTION INVESTIGATION

- A.** If the Contractor fails or refuses to fully perform the steps necessary to achieve compliance, the Department shall make a report of non-compliance to the Department's Affirmative Action Officer, who will then conduct an investigation.
- B.** Should the Department's Affirmative Action Officer find the Contractor in non-compliance a final report recommending the imposition of one or more of the sanctions listed below shall be issued.
- C.** Within fifteen (15) days of said report the Department shall, after due notice and giving the Contractor an opportunity to respond, move to impose one or more of the following sanctions to attain compliance.
- D.** If the Department's Affirmative Action Office believes the Contractor has taken or is taking every possible measure to achieve compliance, a report shall show the Contractor is in compliance.

9. SANCTIONS

- A.** For each week that the Contractor fails or refuses to comply, the Department may recover from the Contractor, 1/100 of 1% of the original Contract Sum or \$1000 whichever sum is greater, in the nature of liquidated damages.
- B.** If a Subcontractor is in non-compliance, the Department may recover from the Contractor, 1/10 of 1% of the Subcontract Sum, or \$400 whichever sum is greater, in the nature of liquidated damages, to be assessed by the Contractor as a back charge against the Subcontractor for each week that Subcontractor fails or refuses to comply.
- C.** The Owner may suspend part or all of any payment due under the contract until such time as the Contractor or any Subcontractor is able to demonstrate compliance with the terms of the Contract;
- D.** The Owner may terminate, or cancel part or all of the Contract, in accordance with the provisions of Article 19 of the General Conditions, unless the Contractor or any Subcontractor is able to demonstrate, within a specified time, compliance with the terms of the Contract.
- E.** The Contractor may request the Department and Owner to suspend the sanctions conditionally. Whereupon the Department shall investigate corrective measures taken by the Contractor and shall either lift or re-impose the sanctions.

10. SEVERABILITY

- A.** The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions of the Contract.

END OF EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
00.73.36

FORM OF CONTRACTOR'S EQUAL EMPLOYMENT CERTIFICATION

This form must be completed and submitted by the Contractor prior to the signing of the Owner-Contractor Agreement.

This certifies that:

Contractor

Street Address

City/State/Zip Code

1. Intends to use the following listed construction trades in the work under this contract:

2. Will comply with the minority manpower ratio and specific affirmative action steps contained in Section 00.73.36 of this Contract; and
3. Will obtain similar certifications from each of its subcontractors and submit to the Owner prior to the award of any subcontract under this contract the subcontractor's certification.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR

NAME AND TITLE

DATE

Contract and Subcontract Activity

Public Reporting Burden for this collection of information is estimated to average .50 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 information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency	Check if: PHA <input type="checkbox"/> IHA <input type="checkbox"/>	2. Location (City, State, ZIP Code)
-----------------------------------------------------------	---------------------------------------------------------------------------	-------------------------------------

3a. Name of Contact Person	3b. Phone Number (Including Area Code)	4. Reporting Period <input type="checkbox"/> Oct. 1 - Sept. 30 (Annual-FY)	5. Program Code (Not applicable for CPD programs.) See explanation of codes at bottom of page. Use a separate sheet for each program code. <input style="width:50px; height:20px;" type="text"/>	6. Date Submitted to Field Office
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Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. <small>7a.</small>	Amount of Contract or Subcontract <small>7b.</small>	Type of Trade Code (See below) <small>7c.</small>	Contractor or Subcontractor Business Racial/Ethnic Code (See below) <small>7d.</small>	Woman Owned Business (Yes or No) <small>7e.</small>	Prime Contractor Identification (ID) Number <small>7f.</small>	Sec. 3 <small>7g.</small>	Subcontractor Identification (ID) Number <small>7h.</small>	Sec. 3 <small>7i.</small>	Contractor/Subcontractor Name and Address <small>7j.</small>					
									Name	Street	City	State	Zip Code	

- | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>CPD:</p> <ul style="list-style-type: none"> 1 = New Construction 2 = Education/Training 3 = Other | <p>7c: Type of Trade Codes:</p> <p>Housing/Public Housing:</p> <ul style="list-style-type: none"> 1 = New Construction 2 = Substantial Rehab. 3 = Repair 4 = Service 5 = Project Mangt. 6 = Professional 7 = Tenant Services 8 = Education/Training 9 = Arch./Engrg. Appraisal 0 = Other | <p>7d: Racial/Ethnic Codes:</p> <ul style="list-style-type: none"> 1 = White Americans 2 = Black Americans 3 = Native Americans 4 = Hispanic Americans 5 = Asian/Pacific Americans 6 = Hasidic Jews | <p>5: Program Codes (Complete for Housing and Public and Indian Housing programs only):</p> <ul style="list-style-type: none"> 1 = All insured, including Section 8 2 = Flexible Subsidy 3 = Section 8 Noninsured, Non-HFDA 4 = Insured (Management) 5 = Section 202 6 = HUD-Held (Management) 7 = Public/Indian Housing |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be

completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

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 per centum 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 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family 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 50 per centum 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.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front.

Complete item 7h. only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

Community Development Programs

1. **Grantee:** Enter the name of the unit of government submitting this report.
3. **Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.
- 7a. **Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.
- 7b. **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.
- 7c. **Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.
- 7d. **Business Racial/Ethnic/Gender Code:** Enter the numeric code which indicates the racial/ethnic /gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.
- 7e. **Woman Owned Business:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.
- 7g. **Section 3 Contractor:** Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.
- 7i. **Section 3 Contractor:** Enter Yes or No.
- 7j. **Contractor/Subcontractor Name and Address:** Enter this information for each

Previous editions are obsolete.

firm receiving contract/subcontract activity only one time on each report for each firm.

Multifamily Housing Programs

1. **Grantee/Project Owner:** Enter the name of the unit of government, agency or mortgagor entity submitting this report.
3. **Contact Person:** Same as item 3 under CPD Programs.
4. **Reporting Period:** Check only one period.
5. **Program Code:** Enter the appropriate program code.
- 7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
- 7b. **Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.
- 7c. **Type of Trade:** Same as item 7c. under CPD Programs.
- 7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.
- 7e. **Woman Owned Business:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.
- 7g. **Section 3 Contractor:** Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.
- 7i. **Section 3 Contractor:** Enter Yes or No.
- 7j. **Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

1. **Project Owner:** Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box as appropriate.
3. **Contact Person:** Same as item 3 under CPD Programs.
4. **Reporting Period:** Check only one period.
5. **Program Code:** Enter the appropriate program code.
- 7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
- 7b. **Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.
- 7c. **Type of Trade:** Same as item 7c. under CPD Programs.
- 7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.
- 7e. **Woman Owned Business:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.
- 7g. **Section 3 Contractor:** Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.
- 7i. **Section 3 Contractor:** Enter Yes or No.
- 7j. **Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.



Massachusetts Department of
Housing and Community Development



EEO CONTRACTOR'S WEEKLY MANPOWER REPORT

_____ Housing Authority Development No. _____ Contract Amount \$ _____

General Contractor: _____ **Minority** Participation Goal **15.3%** **Women** Participation Goal **6.9%**

Name of Contractor Filing Report: _____ Trade(s): _____

Week Ending: _____ Report No.: _____ Check Here if you are a non-filed Subcontractor

Check Here if this is a Final Report Date Work Began: _____ Date Work Completed _____

Job Category	# of Employees	Weekly Total Manhours	Total Manhours to Date	# of Minorities	Weekly Total Minority Manhours	Weekly % Minority Manhours	# of Women	Weekly Total Women Manhours	Weekly % Women Manhours	Total Manhours to Date	Total Minority Manhours to Date	% of Minority Manhours to Date	Total Women Manhours to Date	% of Women Manhours to Date

Mail Reports to: Awarding Authority

Prepared by: _____
Title: _____
Date: _____ 20__

00.73.39
SUPPLIER DIVERSITY PROGRAM - EXECUTIVE ORDER 524
MINORITY AND WOMEN BUSINESS ENTERPRISES

1. PROJECT REQUIREMENTS

General bidders must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO) formerly known as SOMWBA. The amount of participation which shall be reserved for such enterprises shall not be less than the percentages stated in document 00.11.00 Advertisement found elsewhere in these contract documents.

2. DEFINITIONS:

For purposes of this Section 00.73.39.00 the following definitions shall apply:

- A. "Minority business enterprise" or "MBE", means a business enterprise that is owned and controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, African Americans, Cape Verdeans, Western Hemisphere Hispanics, Asians, American Indians, Eskimos, and Aleuts. For purposes of section 61 and of section 40N of chapter 7, the term "minority owned business" shall have the same meaning as "minority business enterprise".
- B. "SDO" means the Supplier Diversity Office. ,
- C. "Minority Business Enterprise" (MBE) means a business organization which is owned and controlled fifty-one percent (51%) or more by one or more minority group members and certified as such by SDO.
- D. "Women Business Enterprise" (WBE) means a business organization which is owned and controlled fifty-one percent (51%) or more by one or more women and certified as such by SDO.
- E. "MBE/WBE Manufacturer" means a person or firm certified by SDO and engaged in the process of making, fabricating, constructing, forming or assembling a product(s) from raw, unfinished, semi-finished, or finished materials through a direct contract with a contractor, subcontractor, or supplier.
- F. "MBE/WBE Subcontractor" means a person or firm certified as such by SDO and contractually engaged by the contractor to perform a portion (a) of the contracted Work, including labor, materials and supplies, or (b) labor, materials and supplies, or any combination thereof.
- G. "MBE/WBE Supplier" means a person or firm certified as such by SDO and engaged in selling of materials and supplies to contractors, subcontractors, and/or manufacturers for the purpose of constructing, repairing, remodeling, adding to or subtracting from, or improving any building, structure or property through a direct contract with a contractor or subcontractor. Said MBE/WBE must sustain substantial financial risk in the process of performing/supplying the work for this contract.
- H. "Amount of Participation" means the percentage stated on the advertisement of the final contract amount which is to be contracted to MBE/WBEs for work to be performed on this contract in accordance with this Section 00.73.39.

3. JOINT VENTURES

- A. A Joint Venture shall mean a business arrangement between MBE/WBEs and a non-SDO certified General Contractor, in which the MBE or WBE has at least a twenty-five percent (25%) interest in the Contract, and in which the other has at least the required minimum percentage of participation

in the Contract. It is expected that the M/WBE having the minimum 25% interest will participate in the management and decision making aspects of the project proportionate to its percentage of ownership and interest in the Contract.

- B. An M/WBE Joint Venture shall mean a business arrangement wherein a SDO certified MBE or WBE serves as a General Contractor and engages the services of another SDO certified MBE or WBE (whichever is required) in an amount not less than twenty-five percent (25%) of the Contract amount, and in which the management and decision making aspects of the project are shared to the degree of participation and ownership in the Contract.

4. CONDITIONS

- A. Once the Contractor agrees to comply with these provisions, and within 5 working days after receipt of bids, unless an extension of time or waiver for compliance is granted in accordance with Article 3 of the Instructions to Bidders, the apparent low bidder must submit a completed Participation Schedule and Letters of Intent covering each SDO certified MBE and WBE used to satisfy the requirements of this Section 00.73.39. These letters shall include the contract items the MBEs and/or WBEs are proposing to perform and the prices that the MBEs and/or WBEs propose to charge for the work.
- B. MBE and WBEs listed on the Participation Schedule may be any combination of MBE/WBE Subcontractors, MBE/WBE Manufactures, or MBE/WBE Suppliers as defined in Paragraph 2.G.
- C. Letters of Intent are not required from filed sub-bidders who are SDO Certified MBEs or WBEs.
- D. The amount of participation of MBE/WBEs listed in The Participation Schedule must total at least the percentage set forth in the Advertisement. The amounts indicated in the Letter of Intent shall not be less than the amount shown on the Participation Schedule. The SDO Certified MBEs and/or WBEs for whom Letters of Intent are submitted must be identical to the ones listed on the Participation Schedule. No substitutions shall be made without the written approval of the Owner.
- E. The Contractor may include MBEs and/or WBEs utilized by non-certified subcontractors to satisfy the requirements of this article.
- F. MBE/WBE Certification from any other agency/municipality shall not be considered applicable for this Contract.
- G. If a filed sub-bidder listed as a MBE and/or WBE is rejected for failure to obtain a performance and payment bond from a surety qualified to do business in the Commonwealth when requested by the general bidder to do so at the time of bid, said failure shall not entitle the general bidder to avoid the requirements of this Section 00.73.39.
- H. The Contractor shall not change the MBEs and/or WBEs listed in the Participation Schedule or make any other such MBE/WBE substitutions after the Contract has been executed or during construction without the written approval of the Owner.

5. COMPLIANCE

- A. The Contractor must provide information as is necessary, in the judgment of the Owner to ascertain compliance with the terms of this Section 00.73.39.
- B. The Contractor shall provide an executed Contractor's Affidavit of Payment to Minority Business Enterprises Form 00.73.39.05 as found in this Section.
- C. If the Contractor desires to comply with this Section 00.73.39, but for reasons beyond its control cannot do so in accordance with the Participation Schedule, the Contractor must submit to the Owner the reason for its inability to comply and proposed revisions to the Participation Schedule stating how conditions of this Section 0073.39 are to be met.

6. MBE/WBE REPORTING PROCEDURES

- A. The Contractor shall provide, an executed Contractor's Affidavit of Payment to Minority Business Enterprises 00.73.39.05 on a copy of the form found at the end of this Section.
- (1.) The Owner may request copies of canceled checks to confirm compliance.
 - (2.) This affidavit shall be submitted by the Contractor as payments are made to MBE/WBEs for Work completed on this project.
 - (3.) Affidavits shall be sent to:
Department of Housing and Community Development
100 Cambridge Street – 3rd Floor
Boston, MA 02114
ATT: Construction Contract Specialist
 - (4.) Failure to submit by these reports could result in sanctions described in Paragraph 7.

7. SANCTIONS

- A. If at any time during the life of this Contract, the Contractor is found to be out of compliance with this Section 00.73.39, sanctions may be imposed within fifteen (15) working days after notification to the Contractor of said violation. If within those fifteen (15) days the Contractor remedies the non-compliance to the satisfaction of the Owner or provides compelling documentation as outlined in Paragraph 8.B said sanctions may be postponed or waived. If the Contractor requires more than fifteen (15) days to remedy non-compliance, it shall make a written request to the Owner for a time extension. This request shall be made within the original fifteen (15) day period.
- B. If the Contractor fails to comply with the terms of these conditions, the Owner may impose the following sanctions:
- (.1) require the Contractor to provide equivalent substitute participation with SDO Certified MBEs and/or WBEs acceptable to the Owner and at no additional cost to the Owner; or
 - (.2) suspend any payment for the Work that should have been but was not performed by a MBE and/or WBE pursuant to the Participation Schedule.
- C. To the extent that the Contractor has not complied with the terms of these conditions, the Owner may withhold from any Certificate for Payment moneys equivalent to the product of the percentage of completion times the MBE and/or WBE dollar amount, minus the amount already paid to MBEs and/or WBEs for Work performed under the contract, minus any amounts withheld for previous non-compliance.

8. RECOURSE

- A. The Owner has the option not to impose sanctions if the Contractor demonstrates, to the satisfaction of the Department, that the Contractor has taken every possible measure to comply with Section 00.73.39. This may constitute a reason for waiving this Section in whole or in part.
- B. To demonstrate every possible measure, the Contractor shall furnish:
- (.1) the name of each firm solicited for quotations on each Subcontract, the price quoted by each, and whether or not the firm solicited was a minority or woman-owned business;
 - (.2) the reason for not subcontracting with a minority or woman-owned business enterprise when applicable;
 - (.3) evidence showing efforts by the Contractor to supplement its own and SDO lists of minority and woman-owned business sources by contacting the Small Business Administration, trade organizations, the General Services Administration (U.S. Government), minority contractors' organizations, community organizations and other likely sources of names of additional minority or woman-owned business firms capable of performing the Work; and
 - (.4) evidence showing other efforts to comply with this Section 00.73.39.

9. WAIVERS

The Owner has the discretion to determine that compliance with the participation goals is not feasible and may be reduced or waive these goals. To reduce or waive the MBE/WBE participation goals the apparent low general bidder must make this request in writing to the Owner no later than five (5) working days after the general bid opening. ***See Article 3.3 - Instructions to Bidders.***

10. SEVERABILITY

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions of the Contract.

End of 00.73.39

**SUPPLIER DIVERSITY PROGRAM - EXECUTIVE ORDER 524
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**

SDO CERTIFIED MBE/WBE PARTICIPATION SCHEDULE

- This form must be submitted by the apparent low general bidder within five working days of receipt of bids.
- Letters of Intent from all MBEs or WBEs listed must be submitted with this Participation Schedule.

Project _____

Name of Project

The undersigned intends to subcontract with the following firms for the listed work and dollar amounts:

Name of Company	Description of Work	MBE or WBE	Supplier or Subcontractor	Value of Participation
1 _____	_____	_____	_____	\$ _____
2 _____	_____	_____	_____	\$ _____
3 _____	_____	_____	_____	\$ _____
4 _____	_____	_____	_____	\$ _____
5 _____	_____	_____	_____	\$ _____
6 _____	_____	_____	_____	\$ _____
7 _____	_____	_____	_____	\$ _____
8 _____	_____	_____	_____	\$ _____
Dollar Value of MBE Commitment:				\$ _____
Dollar Value of WBE Commitment:				\$ _____
Total Dollar Value Commitment:				\$ _____

BIDDER CERTIFICATION

The undersigned certifies under the penalties of perjury that (1) it intends to subcontract with the above listed firms for the identified work and dollar amounts unless a waiver or partial waiver has been granted by the Owner and (2) certifies that he/she has read Section 00.73.39 conditions contained in the contract documents with regards to MBE/WBE participation and is authorized to bind the contractor to the commitment set forth above.

Date _____

Name of General Contractor

Authorized Signature

Address

City, State & Zip Code

SDO CERTIFIED MBE/WBE LETTER OF INTENT

- This form is provided for SDOA Certified MBEs and WBEs being utilized as on this contract.
- This form must be completed by each SDO Certified MBE or WBE and submitted by the general bidder.
- General bidders or filed sub-bidders that are SDO Certified MBEs and WBEs may omit this form.

TO: General Bidder

FROM SDO Certified MBE or WBE

Name: _____
 Street Address: _____
 City/Town: _____
 Phone: _____
 Fax: _____
 Email: _____

Name: _____
 Street Address: _____
 City/Town: _____
 Phone: _____
 Fax: _____
 Email: _____

RE: Project: _____
Name of Project

1. My company intends to perform work in connection with the above project as:

- an individual
 a corporation
 a partnership
 a joint venture with _____
 other
 (explain) _____

2. My company is certified by SDO as a MBE WBE in the following categories:

3. My company has not changed its ownership, control, or management in any ways that affect certification since obtaining SDO certification

4. My company understands that if your company is awarded the contract, your company intends to enter into an agreement to perform the work described below for the price indicated. My company also understands that your company will make substitutions only as allowed by Section 00.73.39 of the above project

5. My company intends to **Brief Description of work** _____

This Work includes: Labor & Materials Labor Only Materials only

for a total amount of _____ Dollars \$ _____

Date _____
Authorized Signature of SCE

 Name and Title

Please advise the Owner immediately if either party attempts to renegotiate this agreement



CONTRACTOR'S AFFIDAVIT OF PAYMENTS TO MINORITY BUSINESS ENTERPRISES (GC FORM)

Date: _____

TO: Department of Housing & Community Development
Dean Harris, SDP Coordinator
100 Cambridge Street, Suite 300
Boston, MA 02202
Phone: (617) 573-1177
Fax: (617) 573-1285

FROM:

Name of Contractor
Address
City, State, Zip

RE: Contract: _____ Housing Authority Project No. _____

Original Contract Amount \$ _____

Record Period Ending _____

KNOW ALL MEN BY THESE PRESENTS:

The undersigned certifies that they have met the Minority Business Enterprise (MBE) and Women Owned Business Enterprises (WBE) requirements for the above named contract which states in part that the General Contractor:

- 1. Shall submit this form quarterly or at any time requested by DHCD, completing the information below;
2. Have subcontracted with the following M/WBEs in the dollar amounts enumerated in the Participation Schedule and Letters of Intent in effect at the time of contract execution; and
3. Have made the following payments to each of the W/MBEs for work performed on this project.

Table with 5 columns: MBE/WBE, Work Performed Performed, Subcontractor Amount, Total Payments to Date, Payments this Quarter

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument under the pain and penalty of perjury.

This _____ Day of _____ 20__

Name of General Contractor

Signed and Sealed

On this ____ day of _____ 20__, before me, the undersigned Notary Public, personally appeared _____, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Notary Public
My Commission Expires:

11/07/2016

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE

Your business is eligible to apply for preference as a Section 3 Business if, in addition to meeting all applicable state and local regulations, it self-certifies that it meets one or more of the following criteria (you must check at least one):

- A. Fifty-one percent or more of the business is owned by Section 3 Residents:
- B. Thirty percent or more of the business' fulltime employees are Section 3 Residents;
or
- C. The business can provide evidence of a firm commitment to subcontract a minimum of 25 percent of the total dollar amount of contracts to a business that meets the criteria listed in (a) and/or (b) above.

Section 3 Residents Are:

- A. Residents of Public and Indian Housing; or
- B. Residents of the Metropolitan Area or Non-Metropolitan County that Meet the Definition of Low-and-Very Low-Income.

To search the database for self-certified Section 3 businesses, register your business for inclusion, or for more information on the Business Registry, please visit <http://www.hud.gov/Sec3Biz>.

We encourage all potential contractors to register as a Section 3 business. Additional information on the requirements of Section 3, can be found at <http://www.hud.gov/section3>.

Note: Section 3 businesses are not entitled to receive contracts simply by being listed in HUD's Section 3 Business Registry database. Eligible businesses need to demonstrate that they are responsible and have the ability to perform successfully under the terms and conditions of proposed contracts. Section 3 requirements at 24 CFR 135, then provides preference for contracts and subcontracts to these firms-but not a guarantee.

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation
in a public assistance program | <input type="checkbox"/> Other evidence |

For business entity as applicable:

- | | |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and
% ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles
and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3
years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3
years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____

PREVAILING WAGES AND LABOR
REGULATIONS

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Rita V. Brousseau
Chief Procurement Officer
Lowell Housing Authority
350 Moody Street, Lowell, MA 01854
(978) 364-5341 rbrousseau@lhma.org

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Labor Relations
FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM

HUD FORM 4731

OMB Approval No. 2501-0018
 (Exp. 02/29/2020)

Name of complainant	Social Security Number
Current address of complainant (Street/City/State/Zip Code)	Permanent address, if different from current address
Telephone (including area code) (Home/Cell/Other)	E-Mail address
Project name, location and contract/project number	Prime contractor company name
Employer (company) name	Employer: name of owner/responsible party
Employer address	Employer: contact information (Telephone/Cell/Other)

<p>Check one: <input type="checkbox"/> Current employee <input type="checkbox"/> Former employee <input type="checkbox"/> Other (specify)</p>	<p>Period employed on the project</p> <p>From: _____ To: _____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------

Occupation/job title: _____

Duties performed (be specific) _____

Tools used and/or equipment operated _____

Wage Rate: \$ _____ per Hour Day Week Piece Other (specify): _____

Hours usually worked on the project

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Usual start and stop times Start work time: _____ End work time: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Labor Relations
FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM

HUD FORM 4731

OMB Approval No. 2501-0018
 (Exp. 02/29/2020)

Name of complainant	Social Security Number
---------------------	------------------------

	Yes	No		Yes	No
Were meal breaks taken? If yes, how long were the breaks? _____	<input type="checkbox"/>	<input type="checkbox"/>	Did the employer keep time records?	<input type="checkbox"/>	<input type="checkbox"/>
Paid Overtime (time and ½) after 40 hours?	<input type="checkbox"/>	<input type="checkbox"/>	Did the complainant keep time records?	<input type="checkbox"/>	<input type="checkbox"/>
Paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	Does complainant have other personal records (pay stubs, log books, etc.) he/she can provide?	<input type="checkbox"/>	<input type="checkbox"/>
Was/is the complainant an Apprentice?	<input type="checkbox"/>	<input type="checkbox"/>	Were fringe benefits paid?	<input type="checkbox"/>	<input type="checkbox"/>

If fringe benefits were paid, check all that apply:

- Cash in lieu of fringe benefits
 Life insurance
 Pension
 Health insurance
 Dental insurance
 Holiday/Sick/Vacation

Identify other fringe benefits paid

Names of others affected by the alleged violation(s)

Names of others who can verify/attest to the complainant's allegations

- Continuation sheets attached**
 Complainant's personal interview attached

Complaint taken by:

Name (print clearly)	Phone number (including area code) and E-mail address
Title	Agency, office
Signature	Date

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered sensitive and will not be released without your approval. Provision of this information is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number. HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include collecting information from laborers and mechanics and other interested parties regarding information about their employment on covered projects.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS
--------------------	------------------	---------

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT	OR	ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
						HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____
 (Contractor or Subcontractor)
 _____; that during the payroll period commencing on the _____
 (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Project Wage Rate Sheet

U.S. Department of Housing and Urban Development
Office of Labor Relations

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Bricklayers			\$			\$
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Plumbers			\$			\$
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
OTHER CLASSIFICATIONS						
			\$			\$
			\$			\$
			\$			\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL	
			\$			
			\$			
			\$			
			\$			

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) 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 and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of 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.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, 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 the clause set forth in subparagraph (1) of this paragraph.

(3) 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 Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: MA20220001 05/06/2022

Superseded General Decision Number: MA20210001

State: Massachusetts

Construction Type: Building

Counties: Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk and Suffolk Counties in Massachusetts.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

0	01/07/2022
1	02/11/2022
2	02/18/2022
3	02/25/2022
4	03/04/2022
5	04/22/2022
6	05/06/2022

ASBE0006-001 09/01/2021

	Rates	Fringes
Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems		
(ZONE A).....	\$ 50.00	32.89
(ZONE B).....	\$ 50.00	32.89

ZONES:

ZONE A

BARNSTABLE COUNTY (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet, Yarmouth) BRISTOL COUNTY (Easton), MIDDLESEX COUNTY, and NORFOLK COUNTY (Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth)

ZONE B

BARNSTABLE COUNTY (Barnstable, Bourne, Falmouth, Mashpee, Sandwich), BRISTOL COUNTY (All cities except Easton), and NORFOLK COUNTY (Bellingham, Franklin, Plainville)

ASBE0006-002 09/01/2021

BARNSTABLE (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet and Yarmouth); BRISTOL (Easton); ESSEX; MIDDLESEX; NORFOLK (Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Holbrook, Hull, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon Stoughton, Walpole, Wellesley, Westwood, and Weymouth) AND SUFFOLK COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....	\$ 40.00	33.04

ASBE0006-010 09/01/2021

BARNSTABLE (Barnstable, Bourne, Falmouth, Mashpee and

Sandwich); BRISTOL (Acushnet, Attleboro city, Berkeley, Dartmouth, Dighton, Fairhaven, Fall river City, Freetown, Marion, Mansfield, New Bedford City, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton City and Westport); DUKES; NANTUCKET; NORFOLK (Bellingham, Franklin, Plainville, and Wrentham); PLYMOUTH (Lakeville, Mattapoisett, Middleboro, Rochester and Wareham)

Rates Fringes

Insulator/asbestos worker
 (Includes the application of
 all insulating materials,
 protective coverings,
 coatings and finishes to all
 types of mechanical systems.)....\$ 50.00 32.89

 BOIL0029-001 01/01/2021

Rates Fringes

BOILERMAKER.....\$ 45.87 29.02

 BRMA0001-008 02/01/2021

FOXBORO CHAPTER
 BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton) AND NORFOLK (Bellingham, Canton, Dedham, Foxboro, Franklin, Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood, Wrentham) COUNTIES

Rates Fringes

Bricklayer, Cement Mason,
 Plasterer.....\$ 53.61 35.94

 BRMA0001-009 02/01/2021

LOWELL CHAPTER
 MIDDLESEX (Acton, Asby, Ayer, Bedford, Billerica, Boxboro, Carlisle, Chemsford, Dracut, Dunstable, Ft. Denvens, Groton, Littleton, Lowell, North Acton, Pepperell, Shirley, South Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford, Wilmington)

Rates Fringes

Bricklayer and plasterer.....\$ 53.61 35.94

 BRMA0001-010 08/01/2020

LOWELL CHAPTER
 MIDDLESEX (Ashland, Framingham, Holliston, Hopkinton, Hudson, Maynard, Natick, Sherborn, Stow); and NORFOLK (Medfield, Medway, Millis)

Rates Fringes

BRICKLAYER.....\$ 53.16 34.95

BRMA0003-001 02/01/2021

	Rates	Fringes
Marble & Tile Finisher.....	\$ 42.57	32.00
Marble, Tile & Terrazzo Workers.....	\$ 54.69	33.80
TERRAZZO FINISHER.....	\$ 55.77	34..47

BRMA0003-003 02/01/2021

BOSTON CHAPTER
MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford,
Melrose, Somerville); NORFOLK (Brookline, Milton); and SUFFOLK

	Rates	Fringes
BRICKLAYER.....	\$ 55.75	35.85

BRMA0003-006 08/01/2021

LYNN CHAPTER
ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex,
Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead,
Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport,
North Andover, Peabody, Rockport, Rowley, Salisbury, Salem,
Saugus, Swampscott, Topsfield Wakefield, Wenham, West Newbury);
and MIDDLESEX (Reading, North Reading, Wakefield)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 57.17	35.98

BRMA0003-007 08/01/2021

WALTHAM CHAPTER
MIDDLESEX (Belmont, Burlington, Concord, Lexington, Lincoln,
Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston,
Winchester, Woburn)

	Rates	Fringes
Bricklayer and plasterer.....	\$ 57.17	35.98

BRMA0003-008 08/01/2021

NEWTON CHAPTER
MIDDLESEX (Newton) and NORFOLK (Dover, Needham, Wellesley)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 57.17	35.98

BRMA0003-009 08/01/2021

NEW BEDFORD
BARNSTABLE; BRISTOL (Acushnet, Darmouth, Farhaven, Fall River,
Freetown, New Bedford, Somerset, Swansea, Westport); DUKES; and

NANTUCKET COUNTIES

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 57.17	35.98

BRMA0003-010 08/01/2021		

QUINCY CHAPTER
 NORFOLK COUNTY (Avon, Braintree, Cohasset, Holbrook, Quincy, Randolph, Soughton, Weymouth)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 57.17	35.98

CARP0056-011 08/01/2021		

SUFFOLK (All of County); and those areas of BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX & NORFOLK COUNTIES situated inside Boston Beltway (I-495) and North of Cape Cod Canal. ALL of DUKES AND NANTUCKET COUNTIES

	Rates	Fringes
PILEDRIVERMAN.....	\$ 50.74	33.66

CARP0056-012 08/01/2020		

The areas of BARNSTABLE, BRISTOL, and NORFOLK COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal

	Rates	Fringes
PILEDRIVERMAN.....	\$ 49.07	35.57

CARP0056-013 08/01/2021		

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE Boston Beltway (I-495)

	Rates	Fringes
PILEDRIVERMAN.....	\$ 44.61	33.45

CARP0327-001 03/01/2022		

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

	Rates	Fringes
CARPENTER.....	\$ 53.87	29.62

CARP0339-001 03/01/2022		

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX

(Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); AND NORFOLK (Bellingham, Canton, Foxboro, Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood, Plainville, Sharon, Walpole, Wellesley, Westwood, Wrentham)

	Rates	Fringes
CARPENTER.....	\$ 44.53	29.52

CARP0346-003 09/01/2021		

NORFOLK COUNTY (Braintree, Cohasset, Scituate, Weymouth, Quincy)

	Rates	Fringes
CARPENTER.....	\$ 44.18	29.27

CARP0624-005 09/01/2017		

DUKES; NANTUCKET

	Rates	Fringes
CARPENTER.....	\$ 46.43	28.35

CARP0624-007 09/01/2017		

BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro); AND NORFOLK (Avon, Holbrook, Randolph, Stoughton) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 39.28	27.90

CARP1121-001 01/06/2020		

SUFFOLK COUNTY

	Rates	Fringes
MILLWRIGHT.....	\$ 42.32	31.15

CARP1121-003 01/06/2020		

BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET and NORFOLK COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 38.47	31.15

* CARP2168-001 03/01/2022		

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 49.93	29.70

* CARP2168-004 03/01/2022

BRISTOL; ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); Remainder of Norfolk County

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 49.93	29.70

* CARP2168-005 03/01/2022

BARNSTABALE; DUKES; AND NANTUCKET

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 47.62	29.70

ELEC0096-001 09/06/2021

MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend)

	Rates	Fringes
ELECTRICIAN.....	\$ 45.01	11%+25.01
Teledata System Installer.....	\$ 32.85	28.12

ELEC0099-001 06/01/2021

BRISTOL (Attleboro, North Attleboro, Seekonk)

	Rates	Fringes
ELECTRICIAN.....	\$ 43.61	54.71%
Teledata System Installer.....	\$ 31.21	13.1%+14.93

ELEC0103-001 09/01/2021

ESSEX; MIDDLESEX (Excluding Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend); NORFOLK (Excluding Avon, Holbrook, Plainville, Randolph, Stoughton) SUFFOLK

	Rates	Fringes
Teledata System Installer.....	\$ 43.40	32.02

ELEC0103-002 09/01/2021

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)

	Rates	Fringes
ELECTRICIAN.....	\$ 56.36	34.39

ELEC0103-004 09/01/2021

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)

	Rates	Fringes
ELECTRICIAN.....	\$ 56.36	34.39

ELEC0103-005 09/01/2021

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklino, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull);SUFFOLK

	Rates	Fringes
ELECTRICIAN.....	\$ 56.36	34.39

ELEC0104-001 09/01/2021

	Rates	Fringes
Line Construction:		
Cableman.....	\$ 51.09	27.91+A
Equipment Operator.....	\$ 43.43	24.62+A
Groundman.....	\$ 28.10	11.80+A
Lineman.....	\$ 51.09	27.91+A

A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

ELEC0223-005 03/01/2022

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook, Plainville, Randolph, Stoughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 44.82	31.18%+14.00

ELEC0223-006 03/01/2022

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook, Plainville, Randolph, Stoughton)

	Rates	Fringes
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Teledata System Installer.....\$ 38.1625.34%+2.75%+3%+13.75

ELEV0004-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.62	36.885+a+b

FOOTNOTE FOR ELEVATOR MECHANICS:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0004-001 12/01/2021

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 51.38	30.10
Group 2.....	\$ 50.83	30.10
Group 3.....	\$ 33.69	30.10
Group 4.....	\$ 41.76	30.10
Group 5.....	\$ 23.48	30.10
Group 6.....	\$ 28.44	30.10

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

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

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

- Over 150 ft. +2.18
- Over 185 ft. +3.84
- Over 210 ft. +5.39
- Over 250 ft. +8.16
- Over 295 ft. +11.29
- Over 350 ft. +13.14

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

- Group 1: Crane; shovel; truck crane; cherry picker; dragline; trench hoe; backhoe; three drum machine; derrick; pile driver; elevator tower; hoist; gradall; shovel dozer; front end loader; fork lift; suger; boring machine; rotaryu drill; post hole hammer; post hole digger; pumpcrete machine; asphalt plant (on site); concrete batching and/or mixing plant (on site); crusher plant (on site); paving concrete mixer; timber jack
- Group 2: Sonic or vibratory hammer; grader; scraper; tandem scraper; concrete pump; bulldozer; tractor; york rake; mulching machine; portable steam boiler; portable steam generator; roller; spreader; tamper (self propelled or tractor drawn); asphalt paver; mechanic - maintenance; paving screed machine; stationary steam boiler; paving concrete finishing machine; cal truck; ballast regulator; switch tamper; rail anchor machine; tire truck
- Group 3: Pumps (1-3 grouped); compressor; welding machine (1-3 grouped); generator; concrete vibrator; heater (power driven 1- 5); well point system (operating); syphon-pulsometer; concrete mixer; valves controlling

permanent plant air or steam; conveyor; Jackson type
 tamper; single diaphragm pump; lighting plant
 Group 4: Assistant engineer (fireman)
 Group 5: Oiler (other than truck cranes and gradalls)
 Group 6: Oiler (on truck cranes and gradalls) stant engineer
 (on truck crane and gradall)

 IRON0007-006 03/16/2022

AREA 1: BRISTOL (Easton); ESSEX (Beverly, Gloucester,
 Lynn, Lynnfield, Manchester, Marblehead, Nahant, Rockport,
 Salem, Saugus, Swampscott); MIDDLESEX (Arlington, Bedford,
 Belmont, Burlington, Cambridge, Carlisle, Concord, Dunstable,
 Everett, Framingham, Lexington, Lincoln, Malden, Maynard,
 Medford, Melrose, Natick, Newton, Reading, Sherborn,
 Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown,
 Wayland, Weston, Winchester, Woburn); NORFOLK (Except Medway);
 SUFFOLK

AREA 2: ESSEX (Amesbury, Andover, Boxford, Danvers, Essex,
 Georgetown, Hamilton, Haverhill, Ipswich, Lawrence, Merrimac,
 Methuen, Newbury, Newburyport, North Andover, Rowley,
 Salisbury, Topsfield, Wenham, West Newbury); MIDDLESEX (Action,
 Billerica, Chelmsford, Dracut, Groton, Groveland, Littleton,
 Lowell, Middleton, North Reading, Pepperell, Tewksbury,
 Tyngsboro, Westford, Wilmington)

	Rates	Fringes
Ironworkers:		
AREA 1.....	\$ 50.60	39.20
AREA 2.....	\$ 46.19	39.20

 IRON0007-010 09/16/2021

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton,
 Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

	Rates	Fringes
IRONWORKER.....	\$ 49.83	34.81

 IRON0037-005 03/16/2021

BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth,
 Dighton, Fairhaven, Fall River, Freetown, Mansfield, New
 Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk,
 Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET;
 NORFOLK (Billingham, Franklin, Plainville, Wrentham)

	Rates	Fringes
IRONWORKER.....	\$ 37.87	30.13

 LABO0022-001 12/01/2021

	Rates	Fringes
Laborers: (HEAVY CONSTRUCTION)		
GROUP 1.....	\$ 35.41	26.59
GROUP 2.....	\$ 35.66	26.59

GROUP 3.....	\$ 36.16	26.59
GROUP 4.....	\$ 36.41	26.59
GROUP 5.....	\$ 24.50	26.59
GROUP 6.....	\$ 37.41	26.59

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders, plasterer tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator, jack hammer operator, pavement breaker, carbide core drilling machine, chain saw operator, barco type jumping tampers, concrete pump, motorized mortar mixer, ride-on-motorized buggy

GROUP 3: Air track operator; block paver; rammer; curb setter, hydraulic and similar self powered drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

LAB00022-003 12/01/2021

	Rates	Fringes
Plasterer tender		
BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET, MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline Dedham and Milton) COUNTIES.	\$ 35.41	26.59
SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer Island, Nut Island); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)....	\$ 41.18	27.52

LAB00022-004 12/01/2021

	Rates	Fringes
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Plasterer tender.....\$ 35.41 26.59

LAB0022-005 12/01/2021

Rates Fringes

Plasterer tender
BARNSTABLE, BRISTOL,
DUKES, ESSEX, NANTUCKET,
MIDDLESEX (with the
exception of Arlington,
Belmont, Burlington,
Cambridge, Everett,
Malden, Medford, Melrose,
Reading, Somerville,
Stoneham, Wakefield,
Winchester, Winthrop and
Woburn); NORFOLK (with the
exception of Brookline
Dedham and Milton) COUNTIES.\$ 35.41 26.59
SUFFOLK COUNTY (Boston,
Chelsea, Revere, Winthrop,
Deer Island, Nut Island);
MIDDLESEX COUNTY
(Arlington, Belmont,
Burlington, Cambridge,
Everett, Malden, Medford,
Melrose, Reading,
Somerville, Stoneham,
Wakefield, Winchester,
Winthrop and Woburn only);
NORFOLK COUNTY (Brookline,
Dedham, and Milton only)....\$ 41.18 27.52

LAB0022-009 12/01/2021

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut
Islands); MIDDLESEX COUNTY (Arlington, Belmont, Burlington,
Cambridge, Everett, Malden, Medford, Melrose, Reading,
Somerville, Stoneham, Wakefield, Winchester, Winthrop, and
Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton
only)

Rates Fringes

Laborers:
GROUP 1.....\$ 41.18 27.52
GROUP 2.....\$ 41.43 27.56
GROUP 3.....\$ 41.93 27.56
GROUP 4.....\$ 42.18 27.56
GROUP 5.....\$ 41.93 27.56
GROUP 6.....\$ 43.18 27.52
GROUP 7.....\$ 24.50 27.52

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; Carpenter Tenders

GROUP 2: Jackhammer operator; pavement breaker; asphalt
raker carbide core drilling machine; chain saw operator;
pipelayer; barco type jumping tampers; laser beam; concrete
pump; mason tender; motorized mortar mixer; ride-on
motorized buggy; fence and beam rail erector

GROUP 3: Air track, block paver; rammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Pre-cast floor and roof plank erector

GROUP 6: Asbestos removal laborers/haz-mat laborers

GROUP 7: Flaggers

LAB00022-010 12/01/2021

Counties of BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET; MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakfield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline, Dedham and Milton)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 35.41	26.59
GROUP 2.....	\$ 35.66	26.59
GROUP 3.....	\$ 36.16	26.59
GROUP 4.....	\$ 36.41	26.59
GROUP 5.....	\$ 36.16	26.59
GROUP 6.....	\$ 37.41	26.59

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; Carpenter Tenders

GROUP 2: Jackhammer operator; pavement breaker; asphalt raker carbide core drilling machine; chain saw operator; pipelayer; barco type jumping tampers; laser beam; concrete pump; mason tender; motorized mortar mixer; ride-on motorized buggy; fence and beam rail erector

GROUP 3: Air track, block paver; hammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Pre-cast floor and roof plank erector

GROUP 6: Asbestos removal laborers/haz-mat laborers

LAB01421-004 12/01/2021

BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET NORFOLK AND SUFFOLK COUNTIES

	Rates	Fringes
Laborers: (Wrecking)		
Group 1.....	\$ 41.33	27.37
Group 2.....	\$ 42.08	27.37
Group 3.....	\$ 42.33	27.37
Group 4.....	\$ 37.33	27.37

Group 5.....	\$ 40.43	27.37
Group 6.....	\$ 41.33	27.37

- Group 1: Adzeman, Wrecking Laborer.
- Group 2: Burners, Jackhammers.
- Group 3: Small Backhoes, Loaders on tracks, Bobcat Type Loaders, Hydraulic ""Brock"" Type Hammer Operators, Concrete Cutting Saws.
- Group 4: Yardman (Salvage Yard Only).
- Group 5: Yardman, Burners, Sawyers.
- Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.

PAIN0011-007 06/01/2021

BARNSTABLE, BRISTOL, DUKES, AND NANTUCKET COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 39.98	23.75

FOOTNOTE:

A. PAID HOLIDAY: LABOR DAY (provided employee has worked any part of the week prior to Labor Day and any part of the week after Labor Day)

PAIN0035-004 01/01/2019

BARNSTABLE; BRISTOL; ESSEX; NANTUCKET; DUKES; COUNTIES;
REMAINDER OF NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 39.86	30.25
Spray, Sandblast.....	\$ 41.26	30.25
REPAINT:		
Brush, Taper.....	\$ 37.92	30.25
Spray, Sandblast.....	\$ 39.32	30.25

PAIN0035-013 01/01/2019

MIDDLESEX (Cambridge, Everett, Malden, Medford, Somerville)
SUFFOLK COUNTY (Boston, Chelsea) NORFOLK COUNTY (Brookline)

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 45.65	30.25
Spray, Sandblast.....	\$ 47.05	30.25
REPAINT:		
Brush, Taper.....	\$ 43.71	30.25
Spray, Sandblast.....	\$ 45.11	30.25

PAIN0035-020 01/01/2019

ESSEX; MIDDLESEX; NORFOLK; SUFFOLK

Rates	Fringes
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GLAZIER.....\$ 39.86 30.25

PLAS0534-001 01/01/2020

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 43.00 37.66

PLAS0534-004 01/01/2020

MIDDLESEX; NORFOLK AND SUFFOLK COUNTIES

Rates Fringes

PLASTERER.....\$ 43.00 37.66

PLUM0004-001 03/01/2022

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and
Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

Rates Fringes

Plumbers and Pipefitters.....\$ 49.50 27.27

PLUM0012-005 02/27/2022

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,
Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen,
Middleton, Newbury, Newburyport, North Andover, Peabody,
Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West
Newbury)

Rates Fringes

PLUMBER.....\$ 63.39 30.83

PLUM0012-007 02/28/2022

ESSEX (Lynn, Lynnfield, Nahant, Saugus, and Swampscott);
MIDDLESEX (Acton, Arlington, Ashford, Ayer-except west of
Greenville Branch of Boston & Maine Rail Road, Bedford,
Belmont, Billerica, Boxboro, Burlington, Cambridge, Carlise,
Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham,
Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton,
Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick,
Newton, North Reading, Pepperell, Reading, Sherborn,
Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro,
Wakefield, Watham, Watertown, Wayland, Westford, Wilmington,
Winchester and Woburn), NORFOLK (Bellingham, Braintree,
Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin,
Medford, Medway, Millis, Milton, Needham, Norfolk, Norwood,
Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood,
Weymouth and Wrentham); PLYMOUTH (Hingham, Hull, Scituate);
SUFFOLK; WORCESTER (Hopedale and Southboro)

Rates Fringes

PLUMBER.....\$ 61.79 34.66

PLUM0051-004 09/01/2018

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; AND NORFOLK (Avon, Holbrook, Randolph, Stoughton) COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.04	29.91

PLUM0537-005 09/01/2021

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Saugus, Swampscott, Topsfield, Wenham, West Newbury); MIDDLESEX (Acton, Arlington, Ashford, Ayer-except west of Greenville Branch of Boston & Maine Rail Road, Bedford, Belmont, Billerica, Boxboro, Burlington, Cambridge, Carlisle, Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham, Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton, Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick, Newton, North Reading, Pepperell, Reading, Sherborn, Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro, Wakefield, Watham, Watertown, Wayland, Westford, Wilmington, Winchester and Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medford, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth and Wrentham); PLYMOUTH (Hingham, Hull, Scituate); SUFFOLK; WORCHESTER (Hopdale and Southboro)

	Rates	Fringes
PIPEFITTER.....	\$ 58.68	35.22

ROOF0033-001 02/01/2022

	Rates	Fringes
Roofers: All Tear-off and/or removal of any types of roofing and all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid.....	\$ 47.03	32.38

SFMA0550-001 03/01/2022

BRISTOL (Portion within 35 mile radius from Boston City Hall; ESSEX; MIDDLESEX (Except Ashby, Townsend, and portions of Pepperell and Shirley beyond 35 mile radius from Boston City Hall); NORFOLK; PLYMOUTH (Portion within 35 mile radius of Boston City Hall); SUFFOLK

	Rates	Fringes
SPRINKLER FITTER.....	\$ 64.36	33.75

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

SFMA0550-002 03/01/2022

BRISTOL (Seekonk, Swansea, and Somerset)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 57.92	33.75

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

SFMA0669-001 01/01/2022

BARNSTABLE; BRISTOL (Beyond 35 mile radius of Boston City Hall); DUKES; MIDDLESEX (Ashby, Townsend, portions of Pepperell and Shirley beyond 35 mile radius of Boston City Hall); NANTUCKET; PLYMOUTH (Beyond 35 mile radius of Boston City Hall)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.14	28.02

SHEE0017-003 08/01/2020

BRISTOL (Attleboro, Berkley, Easton, Mansfield, North Attleboro, Norton, Raynham, Taunton); ESSEX; MIDDLESEX; NORFOLK; PLYMOUTH (except except Marion, Mattapoisett, Rochester, Wareham); SUFFOLK

	Rates	Fringes
Sheet metal worker.....	\$ 50.67	41.84

SHEE0017-007 08/01/2021

BARNSTABLE; BRISTOL (Acushnet, Assonet, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, New Bedford, Rehoboth, Seekonk, Somerset, Swansea, Westport); DUKES; AND NANTUCKET

	Rates	Fringes
Sheet metal worker.....	\$ 51.95	43.04

TEAM0379-001 08/01/2020

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 34.98	26.6325+A+B
Group 2.....	\$ 35.15	26.6325+A+B
Group 3.....	\$ 35.22	26.6325+A+B
Group 4.....	\$ 34.44	26.6325+A+B

Group 5.....	\$ 35.44	26.6325+A+B
Group 6.....	\$ 35.73	26.6325+A+B
Group 7.....	\$ 36.02	26.6325+A+B

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE
TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE
HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

- Group 1: Station wagons; panel trucks; and pickup trucks
- Group 2: Two axle equipment; & forklift operator
- Group 3: Three axle equipment and tireman
- Group 4: Four and Five Axle equipment
- Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment
- Group 6: Specialized earth moving equipment over 35 tons
- Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day
- B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISIO"

"General Decision Number: MA20220004 05/06/2022

Superseded General Decision Number: MA20210004

State: Massachusetts

Construction Type: Residential

Counties: Barnstable, Berkshire, Bristol, Essex, Hampden, Hampshire, Middlesex, Norfolk, Plymouth, Suffolk and Worcester Counties in Massachusetts.

RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/18/2022
3	02/25/2022
4	03/04/2022
5	04/22/2022
6	05/06/2022

BRMA0001-026 02/01/2021

LOWELL CHAPTER

MIDDLESEX COUNTY (Acton, Asby, Ashland, Ayer, Bedford, Billerica, Boxboro, Carlisle, Chemsford, Dracut, Dunstable, Framingham, Ft. Devens, Groton, Holliston, Hopkinton, Hudson, Littleton, Lowell, Maynard, Natick, North Acton, Pepperell, Sherborn, Shirley, South Acton, Stow, Tewksbury, Townsend, Tyngsboro, West Acton, Westford, Wilmington) NORFOLK (Medfield, Medway, Mills) WORCESTER (Ashbumham, Athol, Fitchburg, Gardner, Harvard, Hopedale, Hubbardston, Lancaster, Leominster, Lunenburg, Milford, Petersham, Phillipston, Princeton, Royalston, Southboro, Sterling, Templeton, Westminster, Winchendon)

	Rates	Fringes
Bricklayer, Plasterer, Stonemason.....	\$ 53.61	35.94

BRMA0001-027 08/01/2020

SPRINGFIELD/PITTSFIELD CHAPTER
BERKSHIRE, HAMPDEN, HAMPSHIRE, WORCESTER (Warren) COUNTIES

	Rates	Fringes
Bricklayer, Plasterers, Stonemasons, Tile Layers.....	\$ 44.16	33.63

BRMA0001-028 02/01/2021

FOXBORO CHAPTER
BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton) NORFOLK (Bellingham, Canton, Dedham, Foxboro, Franklin, Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood, Wrentham) PLYMOUTH (Lakeville)

	Rates	Fringes
BRICKLAYER.....	\$ 53.61	35.94

BRMA0001-029 02/01/2021

WORCESTER CHAPTER
(Auburn, Barre, Blackstone, Berlin, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, Grafton, hardwick, Holden, Leicester, Mendon, Millbury, Millville, New Braintree, Northboro, Northbridge, Oakham, Oxford, Paxton, Rutland, Shrewbury, Southbridge, Spencer, Sturbridge, Sutton, Upton, Uxbridge, Webster, Westboro, West Boylston, Worcester)

	Rates	Fringes
Bricklayer, Plasterer, Stonemason.....	\$ 53.61	35.94

BRMA0003-026 08/01/2021		

BOSTON CHAPTER
MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford,
Melrose, Somerville) NORFOLK (Brookline, Milton) SUFFOLK

	Rates	Fringes
BRICKLAYER.....	\$ 57.17	35.98

BRMA0003-027 08/01/2021		

LYNN CHAPTER
ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex,
Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Nahant,
Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley,
Salisbury, Salem, Saugus, Swampscott, Topsfield, Wakefield,
Wenham, West Newbury) MIDDLESEX (Reading, North Reading,
Wakefield)

	Rates	Fringes
Bricklayer, Plasterer.....	\$ 57.17	35.98

BRMA0003-028 08/01/2021		

NEWTON CHAPTER
MIDDLESEX (Newton); NORFOLK (Dover, Needham, Wellesley)

	Rates	Fringes
Bricklayer, Plasterer.....	\$ 57.17	35.98

BRMA0003-029 08/01/2021		

NEW BEDFORD CHAPTER
BARNSTABLE, BRISTOL (Acushnet, Darmouth, Fairhave, Fall River,
Freetown, New Bedford, Somerset, Swansea, Westport) PLYMOUTH
(Marion, Mattapoisett, Rochester, Wareham)

	Rates	Fringes
BRICKLAYER.....	\$ 57.17	35.98

BRMA0003-030 08/01/2021		

QUINCY CHAPTER
NORFOLK (Avon, Braintree, Cohasset, Holbrook, Quincy, Randolph,
Stoughton, Weymouth) PLYMOUTH (Abington, Bridgewater, Brockton,
Carver, Duxbury, East Bridgewater, Halifax, Hanover, Hanson,
Hingham, Hull, Kingston, Marshfield, Middleboro, Norwell,
Pembroke, Plymouth, Rockland, Scituate, West Bridgewater,
Whitman)

	Rates	Fringes
Bricklayer, Plasterer.....	\$ 57.17	35.98

BRMA0003-031 08/01/2021

WALTHAM CHAPTER
MIDDLESEX (Belmont, Burlington, Concord, Lixington, Lincoln,
Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston,
Winchester, Woburn)

	Rates	Fringes
Bricklayer, Plasterer.....	\$ 57.17	35.98

BRMA0003-032 08/01/2021

BARNSTABLE, BRISTOL, SUFFOLK AND WORCESTER

	Rates	Fringes
Tile Layer.....	\$ 57.17	35.98

CARP0327-003 03/01/2022

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford,
Somerville) NORFOLK (Brookline, Dedham, Milton) and SUFFOLK

	Rates	Fringes
Carpenters (Including Drywall Hanging & Acoustical Ceiling Installation).....	\$ 53.87	29.62

* CARP0336-008 03/01/2022

WORCESTER COUNTY
(except Gilbertville, Hardwick, Warren, West Brookfield)

	Rates	Fringes
Carpenters (Including Drywall Hanging & Acoustical Ceiling Installation).....	\$ 39.32	26.18

* CARP0336-014 03/01/2022

BERKSHIRE, HAMPDEN, HAMPSHIRE AND WORCESTER (Gilbertville,
Hardwick, Warren, West Brookfield)

	Rates	Fringes
Carpenters (Including Drywall Hanging & Acoustical Ceiling Installation).....	\$ 39.32	26.18

CARP0339-003 03/01/2022

BRISTOL (Attleborough, North Attleborough) ESSEX, MIDDLESEX

(Except Belmont, Cambridge, Everett, Malden, Medford, Somerville) NORFOLK (Bellingham, Canton, Foxboro, Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Wrentham) and PLYMOUTH (Duxbury, Hanover, Hingham, Hull, Marshfield, Norwell, Pembroke, Rockland and Scituate)

	Rates	Fringes
Carpenters (Including Drywall Hanging & Acoustical Ceiling Installation).....	\$ 44.53	29.52

 CARP0624-008 09/01/2017

BARNSTABLE, BRISTOL (Except Attleboro and North Attleboro) AND PLYMOUTH (Bridgewater, Brockton, Kingston, Lakeville, Middleboro, Plymouth, South Hanover, Whitman)

	Rates	Fringes
Carpenters (Including Drywall Hanging & Acoustical Ceiling Installation).....	\$ 39.28	27.90

 CARP0723-001 10/01/2021

ZONE 2: BARNSTABLE, BERKSHIRE, BRISTOL, ESSEX, HAMPDEN, HAMPSHIRE, PLYMOUTH, WORCESTER COUNTIES AND PART OF MIDDLESEX, NORFOLK AND SUFFOLK COUNTIES
 (All other cities and towns in Massachusetts + Chelsea & Winthrop)

	Rates	Fringes
CARPENTER (New Wood Frame Construction not exceeding 4 stories including basement)		
Wood framing, siding and exterior trim work.....	\$ 27.87	13.26
All other carpentry work on wood frame projects.....	\$ 27.87	13.26

 CARP0723-002 10/01/2021

ZONE 1: MIDDLESEX, NORFOLK AND SUFFOLK COUNTIES (Consists of Boston, Islands of Boston Harbor, Brookline, Cambridge, Dedham, Malden, Medford and Somerville)

	Rates	Fringes
Carpenters (New Wood Frame Construction not exceeding 4 stories including basement)		
Wood framing, siding and exterior trim work.....	\$ 33.88	16.87
All other carpentry work on wood frame projects.....	\$ 33.88	16.87

 ELEC0007-008 01/02/2022

HAMPDEN (Except Chester and Holyoke); HAMPSHIRE (Belchertown, Ware)

	Rates	Fringes
ELECTRICIAN.....	\$ 45.81	26.12

ELEC0007-009 01/02/2022		

BERKSHIRE; HAMPDEN (Chester, Holyoke); HAMPSHIRE (Except Belchertown, Ware)

	Rates	Fringes
ELECTRICIAN.....	\$ 45.81	26.12
Teledata System Installer (Berkshire County).....	\$ 45.81	26.12

ELEC0096-004 09/06/2021		

MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend); WORCESTER (Except Warren)

	Rates	Fringes
ELECTRICIAN.....	\$ 45.01	11%+25.01
Teledata System Installer.....	\$ 32.85	28.12

ELEC0096-005 09/06/2021		

WORCESTER (Warren)

	Rates	Fringes
ELECTRICIAN.....	\$ 45.01	11%+25.01

ELEC0099-005 06/01/2021		

BRISTOL (North & South Attleboro, Seekonk)

	Rates	Fringes
ELECTRICIAN.....	\$ 43.61	54.71%

ELEC0103-002 09/01/2021		

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)

	Rates	Fringes
ELECTRICIAN.....	\$ 56.36	34.39

ELEC0103-004 09/01/2021		

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich,

Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)

	Rates	Fringes
ELECTRICIAN.....	\$ 56.36	34.39

ELEC0103-010 09/01/2021		

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Coahasset, Dedham, Dover, Foxboro, Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull); SUFFOLK

	Rates	Fringes
ELECTRICIAN.....	\$ 56.36	34.39
Teledata System Installer (ESSEX; MIDDLESEX {Excluding Ashby, Ashland, Ayer, Ft. Devens, Groton, Hokinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend}; NORFOLK {Excluding Avon, Holbrook, Plainville, Randolph, Stoughton}; SUFFOLK)...	\$ 40.13	34.47

ELEC0223-011 03/01/2022		

BARNSTABLE, BRISTOL (Except Attleboro, North Attleboro, Seekonk); NORFOLK (Avon, Halbrook, Randolph, Sloughton); PLYMOUTH (Except Hingham and Hull Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 44.82	31.18%+14.00
Teledata System Installer (PLYMOUTH COUNTY (except Townships of Hingham and Hull)).....	\$ 37.63	24.34%+2.75%+3%+13.75

ELEV0004-003 01/01/2022		

BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX, NORFOLK AND SUFFOLK

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.62	36.885+a+b

FOOTNOTE FOR ELEVATOR MECHANICS

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ELEV0041-007 01/01/2022

BERKSHIRE, HAMPDEN AND HAMPSHIRE

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 58.62	36.885+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0004-017 12/01/2021

BARNSTABLE; BRISTOL; ESSEX; MIDDLESEX, NORFOLK; PLYMOUTH; SUFFOLK; and WORCESTER (Remainder of County)

	Rates	Fringes
Power Equipment Operator: Excavators & Loaders.....	\$ 50.83	29.75+a

FOOTNOTE:

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

ENGI0004-018 12/01/2021

WORCESTER (Athol, Barre, Brookfield, East Brookfield, hardwick, New Braintree, North Brookfield, Oakham, Petersham, Phllipston, Royalston, Struthbridge, Templeton, Warren, West Brookfield, Winchendon)

	Rates	Fringes
Power Equipment Operator: Excavators & Loaders.....	\$ 50.83	30.10

FOOTNOTES:

- a. New Year's Day, Washington's Birthday, Memborial Day, Independence Day, Labor Day, Patriots Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

ENGI0098-012 12/01/2016

BERKSHIRE; HAMPDEN and HAMPSHIRE COUNTIES

	Rates	Fringes
Power Equipment Operator:		

Excavators & Loaders.....\$ 33.68 23.96+A

FOOTNOTE:

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

LAB00473-003 12/01/2021

BERKSHIRE, HAMPSHIRE (Chesterfield, Cummington, Goshen, Middlefield, Plainfield and Worthington)

 Rates Fringes

Laborers: Mason Tender,
Stone/Stucco.....\$ 28.66 23.57

LAB00596-007 12/01/2021

HAMPDEN, HAMPSHIRE (except Chesterfield, Cummington, Goshen, Middlefield, Plainfield and Worthington)

 Rates Fringes

Laborers: Mason Tender,
Stone/Stucco.....\$ 32.75 26.02

PAIN0035-016 01/01/2019

BERKSHIRE, HAMPDEN, AND HAMPSHIRE COUNTIES

 Rates Fringes

PAINTER (DRYWALL FINISHING
ONLY).....\$ 32.33 26.35

PAIN0035-017 01/01/2019

BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX, NORFOLK, PLYMOUTH, SUFFOLK, AND WORCESTER COUNTIES

 Rates Fringes

PAINTER (DRYWALL FINISHING
ONLY).....\$ 39.86 30.25

PLAS0534-006 01/01/2020

MIDDLESEX; NORFOLK AND SUFFOLK COUNTIES

 Rates Fringes

PLASTERER.....\$ 43.00 37.66

PLUM0004-006 09/01/2021

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)
WORCESTER (except Hopedale and Southboro)

	Rates	Fringes
Plumbers, Pipefitters (including HVAC work).....	\$ 48.50	27.27

PLUM0012-008 02/27/2022		

ESSEX(Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence,Manchester, Marblehead, Merrimac, Methuem, Middleton, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Topsfieild, Wenham, West Newbury)

	Rates	Fringes
PLUMBER.....	\$ 63.39	30.83

PLUM0012-009 02/27/2022		

ESSEX(Lynn, Lynnfield, Nahant, Saugus, and Swampscott); MIDDLESEX (Acton, Arlington, Ashland, Ayer-except west of Greenville Branch of Boston & Maine Rail Road, Bedford, Belmont, Billerica, Boxboro, Burlington, Cambridge, Carlisle, Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham, Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton, Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick, Newton, North Reading, Pepperell, Reading, Sherborn, Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro, Wakefield, Waltham, Watertown, Wayland, Westford, Wilmington, Winchester, Wobrun); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham, Hull, Scituate); SUFFOLK; WORCESTER (Hopedale and Southboro)

	Rates	Fringes
PLUMBER.....	\$ 63.39	30.83

PLUM0051-006 09/01/2018		

BARNABLE; BRISTOL; PLYMOUTH (Except Hingham, Hull, Scituate)

	Rates	Fringes
Plumbers, Pipefitters (including HVAC work).....	\$ 42.04	29.91

PLUM0104-005 03/17/2021		

BERKSHIRE (Becket, Otis, Sandisfield); HAMPDEN; HAMPSHIRE

	Rates	Fringes
Plumbers, Pipefitters (including HVAC work).....	\$ 43.21	26.90

FOOTNOTE FOR PLUMBERS & STEAMFITTERS:
A. Paid holidays: Independence Day and Labor Day, provided the employee has been employed seven days prior to the holiday by the same employer.

PLUM0104-011 03/17/2021

BERKSHIRE (Except Becket, Otis, Sandisfield)

	Rates	Fringes
Plumbers, Pipefitters (including HVAC work).....	\$ 43.21	26.90

FOOTNOTE FOR PLUMBERS & STEAMFITTERS:

A. Paid holidays: Independence Day and Labor Day, provided the employee has been employed seven days prior to the holiday by the same employer.

PLUM0537-006 03/01/2020

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Saugus, Swampscott, Topsfield, Wenham, West Newbury); MIDDLESEX (Acton, Arlington, Ashford, Ayer-except west of Greenville Branch of Boston & Maine Rail Road, Bedford, Belmont, Billerica, Boxboro, Burlington, Cambridge, Carlisle, Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham, Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton, Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick, Newton, North Reading, Pepperell, Reading, Sherborn, Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro, Wakefield, Watham, Watertown, Wayland, Westford, Wilmington, Winchester and Woburn), NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medford, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth and Wrentham); PLYMOUTH (Hingham, Hull, Scituate); SUFFOLK; WORCHESTER (Hopedale and Southboro)

	Rates	Fringes
Pipefitter including HVAC work...	\$ 54.94	34.21

ROOF0033-006 02/01/2022

BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX, NORFOLK, SUFFOLK, WORCESTER

	Rates	Fringes
Rofer, Waterproofers/Caulkers...	\$ 47.03	32.38

ROOF0248-004 07/16/2021

BERKSHIRE, HAMPDEN, HAMPSHIRE

	Rates	Fringes
Rofer, Waterproofers/Caulkers...	\$ 34.16	29.86
ROOFER: Slate & Tile Roof.....	\$ 33.66	28.80

SHEE0017-004 08/01/2021

WORCESTER (Harvard, Lancaster)

	Rates	Fringes
Sheet metal worker.....	\$ 51.95	43.04

SHEE0017-010 08/01/2021

BARNSTABLE, BRISTOL (Acushnet, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, New Bedford, Rehoboth, Seekonk, Somerset, Swansea, Westport); PLYMOUTH (Marion, Mattapoisett, Rochester, Wareham)

	Rates	Fringes
Sheet Metal Worker.....	\$ 51.95	43.04

SHEE0017-011 08/01/2021

BRISTOL (Attleboro, Berkley, Easton, Mansfield, North Attleboro, Norton, Raynham, Taunton); ESSEX; MIDDLESEX; NORFOLK; PLYMOUTH (Except Marion Mattapoisett, Rochester, Wareham); SUFFOLK

	Rates	Fringes
Sheet Metal Worker.....	\$ 51.95	43.04

SHEE0063-002 01/01/2022

WORCESTER (Except Harvard & Lancaster)

	Rates	Fringes
Sheet metal worker.....	\$ 38.01	32.21

SHEE0063-004 01/01/2022

BERKSHIRE, HAMPDEN AND HAMPSHIRE COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 38.01	32.21

SUMA2003-001 01/08/2003

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.38	
FLOOR LAYER: Carpet.....	\$ 31.96	
LABORER		
Unskilled.....	\$ 18.73	6.33
PAINTER		
Brush & Roller, excluding drywall finishing.....	\$ 30.86	

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:	Address:	Phone No.:	Payroll No.:
Employer's Signature:	Title:	Contract No:	Tax Payer ID Number
Awarding Authority's Name:	Public Works Project Name:	Public Works Project Location:	Min. Wage Rate Sheet Number

General / Prime Contractor's Name:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions															
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	(B+C+D+E) (A x F)		Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							Total Gross Wages	Project Gross Wages	

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES NO

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date Received by Awarding Authority / /

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20_____

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

do hereby state:

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

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

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

Signature _____

Title _____



**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**

CHARLES D. BAKER
Governor

ROSALIN ACOSTA
Secretary

KARYN E. POLITO
Lt. Governor

MICHAEL FLANAGAN
Director

Awarding Authority: Lowell Housing Authority
Contract Number: IFB 2022-7 **City/Town:** LOWELL
Description of Work: Work includes boiler, pipe, gas systems, coils, hot water heaters and general plumbing repairs on an as needed basis throughout the agency.
Job Location: Various

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 annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- 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>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (LOWELL)</i>	02/01/2022	\$55.01	\$11.39	\$21.65	\$0.00	\$88.05
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.51	\$11.39	\$21.65	\$0.00	\$60.55
2	60	\$33.01	\$11.39	\$21.65	\$0.00	\$66.05
3	70	\$38.51	\$11.39	\$21.65	\$0.00	\$71.55
4	80	\$44.01	\$11.39	\$21.65	\$0.00	\$77.05
5	90	\$49.51	\$11.39	\$21.65	\$0.00	\$82.55

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
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For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2022	\$44.53	\$8.68	\$19.97	\$0.00	\$73.18
	09/01/2022	\$45.18	\$8.68	\$19.97	\$0.00	\$73.83
	03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.27	\$8.68	\$1.73	\$0.00	\$32.68
2	60	\$26.72	\$8.68	\$1.73	\$0.00	\$37.13
3	70	\$31.17	\$8.68	\$14.78	\$0.00	\$54.63
4	75	\$33.40	\$8.68	\$14.78	\$0.00	\$56.86
5	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
6	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
7	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00
8	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.59	\$8.68	\$1.73	\$0.00	\$33.00
2	60	\$27.11	\$8.68	\$1.73	\$0.00	\$37.52
3	70	\$31.63	\$8.68	\$14.78	\$0.00	\$55.09
4	75	\$33.89	\$8.68	\$14.78	\$0.00	\$57.35
5	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
6	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
7	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58
8	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.45/ 3&4 \$36.57/ 5&6 \$56.36/ 7&8 \$62.54

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
2	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
3	65	\$15.38	\$7.21	\$0.00	\$0.00	\$22.59
4	70	\$16.56	\$7.21	\$0.00	\$0.00	\$23.77
5	75	\$17.75	\$7.21	\$3.80	\$0.00	\$28.76
6	80	\$18.93	\$7.21	\$3.80	\$0.00	\$29.94
7	85	\$20.11	\$7.21	\$3.80	\$0.00	\$31.12
8	90	\$21.29	\$7.21	\$3.80	\$0.00	\$32.30

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (LOWELL)	01/01/2020	\$45.23	\$12.75	\$22.41	\$0.62	\$81.01
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Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.62	\$12.75	\$15.41	\$0.00	\$50.78
2	60	\$27.14	\$12.75	\$17.41	\$0.62	\$57.92
3	65	\$29.40	\$12.75	\$18.41	\$0.62	\$61.18
4	70	\$31.66	\$12.75	\$19.41	\$0.62	\$64.44
5	75	\$33.92	\$12.75	\$20.41	\$0.62	\$67.70
6	80	\$36.18	\$12.75	\$21.41	\$0.62	\$70.96
7	90	\$40.71	\$12.75	\$22.41	\$0.62	\$76.49

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 2	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.62
2	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.62
3	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.41
4	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.41
5	50	\$28.66	\$13.00	\$16.10	\$0.00	\$57.76
6	55	\$31.53	\$13.00	\$16.58	\$0.00	\$61.11
7	60	\$34.39	\$13.00	\$17.04	\$0.00	\$64.43
8	65	\$37.26	\$13.00	\$17.52	\$0.00	\$67.78
9	70	\$40.12	\$13.00	\$17.98	\$0.00	\$71.10
10	75	\$42.99	\$13.00	\$18.46	\$0.00	\$74.45

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.21
2	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.21
3	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.08
4	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.08
5	50	\$29.38	\$13.00	\$16.12	\$0.00	\$58.50
6	55	\$32.32	\$13.00	\$16.60	\$0.00	\$61.92
7	60	\$35.26	\$13.00	\$17.07	\$0.00	\$65.33
8	65	\$38.19	\$13.00	\$17.55	\$0.00	\$68.74
9	70	\$41.13	\$13.00	\$18.01	\$0.00	\$72.14
10	75	\$44.07	\$13.00	\$18.49	\$0.00	\$75.56

Notes :
 App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
ELEVATOR CONSTRUCTORS LOCAL 4						

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
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$47.18	\$14.00	\$16.05	\$0.00	\$77.23
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$48.72	\$14.00	\$16.05	\$0.00	\$78.77
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$23.33	\$14.00	\$16.05	\$0.00	\$53.38
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i> / COMMISSIONING <i>ELECTRICIANS</i>	03/01/2022	\$44.71	\$13.00	\$18.74	\$0.00	\$76.45
	09/01/2022	\$46.42	\$13.00	\$18.87	\$0.00	\$78.29
	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2022	\$49.93	\$8.68	\$20.27	\$0.00	\$78.88
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.97	\$8.68	\$1.79	\$0.00	\$35.44
2	55	\$27.46	\$8.68	\$1.79	\$0.00	\$37.93
3	60	\$29.96	\$8.68	\$14.90	\$0.00	\$53.54
4	65	\$32.45	\$8.68	\$14.90	\$0.00	\$56.03
5	70	\$34.95	\$8.68	\$16.69	\$0.00	\$60.32
6	75	\$37.45	\$8.68	\$16.69	\$0.00	\$62.82
7	80	\$39.94	\$8.68	\$18.48	\$0.00	\$67.10
8	85	\$42.44	\$8.68	\$18.48	\$0.00	\$69.60

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$32.94/ 3&4 \$39.66/ 5&6 \$60.32/ 7&8 \$67.10

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.23
2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.66
3	60	\$25.90	\$8.65	\$6.84	\$0.00	\$41.39
4	65	\$28.05	\$8.65	\$7.41	\$0.00	\$44.11
5	70	\$30.21	\$8.65	\$19.63	\$0.00	\$58.49
6	75	\$32.37	\$8.65	\$20.20	\$0.00	\$61.22
7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.95
8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.40

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$16.05	\$0.00	\$60.88
3	65	\$33.40	\$14.00	\$16.05	\$0.00	\$63.45
4	70	\$35.97	\$14.00	\$16.05	\$0.00	\$66.02
5	75	\$38.54	\$14.00	\$16.05	\$0.00	\$68.59
6	80	\$41.10	\$14.00	\$16.05	\$0.00	\$71.15
7	85	\$43.67	\$14.00	\$16.05	\$0.00	\$73.72
8	90	\$46.24	\$14.00	\$16.05	\$0.00	\$76.29

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45

For apprentice rates see "Apprentice- LABORER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2021	\$51.40	\$13.80	\$17.14	\$0.00	\$82.34
	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.70	\$13.80	\$12.42	\$0.00	\$51.92
2	60	\$30.84	\$13.80	\$13.36	\$0.00	\$58.00
3	70	\$35.98	\$13.80	\$14.31	\$0.00	\$64.09
4	80	\$41.12	\$13.80	\$15.25	\$0.00	\$70.17

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.93	\$13.80	\$12.42	\$0.00	\$53.15
2	60	\$32.31	\$13.80	\$13.36	\$0.00	\$59.47
3	70	\$37.70	\$13.80	\$14.31	\$0.00	\$65.81
4	80	\$43.08	\$13.80	\$15.25	\$0.00	\$72.13

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (LAWRENCE AREA)</i>	03/16/2022	\$46.19	\$8.20	\$26.50	\$0.00	\$80.89
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Apprentice - IRONWORKER - Local 7 Lawrence

Effective Date - 03/16/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.71	\$8.20	\$26.50	\$0.00	\$62.41
2	70	\$32.33	\$8.20	\$26.50	\$0.00	\$67.03
3	75	\$34.64	\$8.20	\$26.50	\$0.00	\$69.34
4	80	\$36.95	\$8.20	\$26.50	\$0.00	\$71.65
5	85	\$39.26	\$8.20	\$26.50	\$0.00	\$73.96
6	90	\$41.57	\$8.20	\$26.50	\$0.00	\$76.27

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER LABORERS - ZONE 2	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Effective Date - 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$16.64	\$0.00	\$47.53
2	70	\$25.42	\$9.10	\$16.64	\$0.00	\$51.16
3	80	\$29.05	\$9.10	\$16.64	\$0.00	\$54.79
4	90	\$32.68	\$9.10	\$16.64	\$0.00	\$58.42

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.50	\$9.10	\$16.70	\$0.00	\$61.30
	06/01/2022	\$36.40	\$9.10	\$16.70	\$0.00	\$62.20
	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
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>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$43.69	\$11.39	\$20.37	\$0.00	\$75.45

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

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.37	\$0.00	\$53.61
2	60	\$26.21	\$11.39	\$20.37	\$0.00	\$57.97
3	70	\$30.58	\$11.39	\$20.37	\$0.00	\$62.34
4	80	\$34.95	\$11.39	\$20.37	\$0.00	\$66.71
5	90	\$39.32	\$11.39	\$20.37	\$0.00	\$71.08

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2022	\$57.17	\$11.39	\$22.31	\$0.00	\$90.87
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Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.31	\$0.00	\$62.29
2	60	\$34.30	\$11.39	\$22.31	\$0.00	\$68.00
3	70	\$40.02	\$11.39	\$22.31	\$0.00	\$73.72
4	80	\$45.74	\$11.39	\$22.31	\$0.00	\$79.44
5	90	\$51.45	\$11.39	\$22.31	\$0.00	\$85.15

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) MILLWRIGHTS LOCAL 1121 - Zone 2	01/03/2022	\$40.67	\$8.58	\$21.57	\$0.00	\$70.82
	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.37	\$8.58	\$5.72	\$0.00	\$36.67
2	65	\$26.44	\$8.58	\$17.93	\$0.00	\$52.95
3	75	\$30.50	\$8.58	\$18.98	\$0.00	\$58.06
4	85	\$34.57	\$8.58	\$20.01	\$0.00	\$63.16

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22

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 LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2022	\$44.56	\$8.65	\$23.05	\$0.00	\$76.26
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

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

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$8.65	\$0.00	\$0.00	\$30.93
2	55	\$24.51	\$8.65	\$6.27	\$0.00	\$39.43
3	60	\$26.74	\$8.65	\$6.84	\$0.00	\$42.23
4	65	\$28.96	\$8.65	\$7.41	\$0.00	\$45.02
5	70	\$31.19	\$8.65	\$19.63	\$0.00	\$59.47
6	75	\$33.42	\$8.65	\$20.20	\$0.00	\$62.27
7	80	\$35.65	\$8.65	\$20.77	\$0.00	\$65.07
8	90	\$40.10	\$8.65	\$21.91	\$0.00	\$70.66

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.88	\$8.65	\$0.00	\$0.00	\$31.53
2	55	\$25.17	\$8.65	\$6.27	\$0.00	\$40.09
3	60	\$27.46	\$8.65	\$6.84	\$0.00	\$42.95
4	65	\$29.74	\$8.65	\$7.41	\$0.00	\$45.80
5	70	\$32.03	\$8.65	\$19.63	\$0.00	\$60.31
6	75	\$34.32	\$8.65	\$20.20	\$0.00	\$63.17
7	80	\$36.61	\$8.65	\$20.77	\$0.00	\$66.03
8	90	\$41.18	\$8.65	\$21.91	\$0.00	\$71.74

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2022	\$42.62	\$8.65	\$23.05	\$0.00	\$74.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.31	\$8.65	\$0.00	\$0.00	\$29.96
2	55	\$23.44	\$8.65	\$6.27	\$0.00	\$38.36
3	60	\$25.57	\$8.65	\$6.84	\$0.00	\$41.06
4	65	\$27.70	\$8.65	\$7.41	\$0.00	\$43.76
5	70	\$29.83	\$8.65	\$19.63	\$0.00	\$58.11
6	75	\$31.97	\$8.65	\$20.20	\$0.00	\$60.82
7	80	\$34.10	\$8.65	\$20.77	\$0.00	\$63.52
8	90	\$38.36	\$8.65	\$21.91	\$0.00	\$68.92

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56
2	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02
3	60	\$26.29	\$8.65	\$6.84	\$0.00	\$41.78
4	65	\$28.48	\$8.65	\$7.41	\$0.00	\$44.54
5	70	\$30.67	\$8.65	\$19.63	\$0.00	\$58.95
6	75	\$32.87	\$8.65	\$20.20	\$0.00	\$61.72
7	80	\$35.06	\$8.65	\$20.77	\$0.00	\$64.48
8	90	\$39.44	\$8.65	\$21.91	\$0.00	\$70.00

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.23
2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.66
3	60	\$25.90	\$8.65	\$6.84	\$0.00	\$41.39
4	65	\$28.05	\$8.65	\$7.41	\$0.00	\$44.11
5	70	\$30.21	\$8.65	\$19.63	\$0.00	\$58.49
6	75	\$32.37	\$8.65	\$20.20	\$0.00	\$61.22
7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.95
8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.40

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2022	\$41.22	\$8.65	\$23.05	\$0.00	\$72.92
PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
	01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
	07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
	01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
	07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
	01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.61	\$8.65	\$0.00	\$0.00	\$29.26
2	55	\$22.67	\$8.65	\$6.27	\$0.00	\$37.59
3	60	\$24.73	\$8.65	\$6.84	\$0.00	\$40.22
4	65	\$26.79	\$8.65	\$7.41	\$0.00	\$42.85
5	70	\$28.85	\$8.65	\$19.63	\$0.00	\$57.13
6	75	\$30.92	\$8.65	\$20.20	\$0.00	\$59.77
7	80	\$32.98	\$8.65	\$20.77	\$0.00	\$62.40
8	90	\$37.10	\$8.65	\$21.91	\$0.00	\$67.66

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
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PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
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For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68

Notes:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.18	\$11.70	\$8.25	\$0.00	\$43.13
2	45	\$26.07	\$11.70	\$20.24	\$0.00	\$58.01
3	60	\$34.76	\$11.70	\$20.24	\$0.00	\$66.70
4	70	\$40.56	\$11.70	\$20.24	\$0.00	\$72.50
5	80	\$46.35	\$11.70	\$20.24	\$0.00	\$78.29

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	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2022	\$61.79	\$14.07	\$18.36	\$0.00	\$94.22
	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.63	\$14.07	\$6.63	\$0.00	\$42.33
2	40	\$24.72	\$14.07	\$7.52	\$0.00	\$46.31
3	55	\$33.98	\$14.07	\$10.24	\$0.00	\$58.29
4	65	\$40.16	\$14.07	\$12.04	\$0.00	\$66.27
5	75	\$46.34	\$14.07	\$13.85	\$0.00	\$74.26

Effective Date - 09/04/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.22	\$14.07	\$6.63	\$0.00	\$42.92
2	40	\$25.40	\$14.07	\$7.52	\$0.00	\$46.99
3	55	\$34.92	\$14.07	\$10.24	\$0.00	\$59.23
4	65	\$41.27	\$14.07	\$12.04	\$0.00	\$67.38
5	75	\$47.62	\$14.07	\$13.85	\$0.00	\$75.54

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$69.00, Step5 with lic\$76.87

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
	06/01/2022	\$37.31	\$9.10	\$16.64	\$0.00	\$63.05
	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - J.G. MacLellan (Lowell)</i>	05/01/2022	\$25.85	\$10.37	\$6.35	\$0.00	\$42.57
	01/01/2023	\$25.85	\$10.77	\$6.35	\$0.00	\$42.97
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Dampproofing) <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.03	\$12.28	\$19.45	\$0.00	\$78.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$5.21	\$0.00	\$41.01
2	60	\$28.22	\$12.28	\$19.45	\$0.00	\$59.95
3	65	\$30.57	\$12.28	\$19.45	\$0.00	\$62.30
4	75	\$35.27	\$12.28	\$19.45	\$0.00	\$67.00
5	85	\$39.98	\$12.28	\$19.45	\$0.00	\$71.71

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 <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.28	\$12.28	\$19.45	\$0.00	\$79.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
2	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
3	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
4	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
5	52	\$27.92	\$13.80	\$12.23	\$1.62	\$55.57
6	52	\$27.92	\$13.80	\$12.48	\$1.63	\$55.83
7	60	\$32.22	\$13.80	\$13.87	\$1.80	\$61.69
8	65	\$34.91	\$13.80	\$14.84	\$1.91	\$65.46
9	75	\$40.28	\$13.80	\$16.77	\$2.13	\$72.98
10	85	\$45.65	\$13.80	\$18.20	\$2.33	\$79.98

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2022	\$64.36	\$10.44	\$22.10	\$0.00	\$96.90
	10/01/2022	\$66.06	\$10.44	\$22.10	\$0.00	\$98.60
	03/01/2023	\$67.76	\$10.44	\$22.10	\$0.00	\$100.30
	10/01/2023	\$69.51	\$10.44	\$22.10	\$0.00	\$102.05
	03/01/2024	\$71.31	\$10.44	\$22.10	\$0.00	\$103.85
	10/01/2024	\$73.11	\$10.44	\$22.10	\$0.00	\$105.65
	03/01/2025	\$74.91	\$10.44	\$22.10	\$0.00	\$107.45

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.53	\$10.44	\$12.35	\$0.00	\$45.32
2	40	\$25.74	\$10.44	\$13.10	\$0.00	\$49.28
3	45	\$28.96	\$10.44	\$13.85	\$0.00	\$53.25
4	50	\$32.18	\$10.44	\$14.60	\$0.00	\$57.22
5	55	\$35.40	\$10.44	\$15.35	\$0.00	\$61.19
6	60	\$38.62	\$10.44	\$16.10	\$0.00	\$65.16
7	65	\$41.83	\$10.44	\$16.85	\$0.00	\$69.12
8	70	\$45.05	\$10.44	\$17.60	\$0.00	\$73.09
9	75	\$48.27	\$10.44	\$18.35	\$0.00	\$77.06
10	80	\$51.49	\$10.44	\$19.10	\$0.00	\$81.03

Effective Date - 10/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.12	\$10.44	\$12.35	\$0.00	\$45.91
2	40	\$26.42	\$10.44	\$13.10	\$0.00	\$49.96
3	45	\$29.73	\$10.44	\$13.85	\$0.00	\$54.02
4	50	\$33.03	\$10.44	\$14.60	\$0.00	\$58.07
5	55	\$36.33	\$10.44	\$15.35	\$0.00	\$62.12
6	60	\$39.64	\$10.44	\$16.10	\$0.00	\$66.18
7	65	\$42.94	\$10.44	\$16.85	\$0.00	\$70.23
8	70	\$46.24	\$10.44	\$17.60	\$0.00	\$74.28
9	75	\$49.55	\$10.44	\$18.35	\$0.00	\$78.34
10	80	\$52.85	\$10.44	\$19.10	\$0.00	\$82.39

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>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2022	\$44.71	\$13.00	\$18.74	\$0.00	\$76.45
	09/01/2022	\$46.42	\$13.00	\$18.87	\$0.00	\$78.29
	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.12	\$13.00	\$0.60	\$0.00	\$33.72
2	45	\$20.12	\$13.00	\$0.60	\$0.00	\$33.72
3	50	\$22.36	\$13.00	\$15.06	\$0.00	\$50.42
4	50	\$22.36	\$13.00	\$15.06	\$0.00	\$50.42
5	55	\$24.59	\$13.00	\$15.43	\$0.00	\$53.02
6	60	\$26.83	\$13.00	\$15.79	\$0.00	\$55.62
7	65	\$29.06	\$13.00	\$16.16	\$0.00	\$58.22
8	70	\$31.30	\$13.00	\$16.53	\$0.00	\$60.83
9	75	\$33.53	\$13.00	\$16.91	\$0.00	\$63.44
10	80	\$35.77	\$13.00	\$17.27	\$0.00	\$66.04

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
2	45	\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
3	50	\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
4	50	\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
5	55	\$25.53	\$13.00	\$15.51	\$0.00	\$54.04
6	60	\$27.85	\$13.00	\$15.88	\$0.00	\$56.73
7	65	\$30.17	\$13.00	\$16.26	\$0.00	\$59.43
8	70	\$32.49	\$13.00	\$16.62	\$0.00	\$62.11
9	75	\$34.82	\$13.00	\$17.00	\$0.00	\$64.82
10	80	\$37.14	\$13.00	\$17.37	\$0.00	\$67.51

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2022	\$56.09	\$11.39	\$22.34	\$0.00	\$89.82
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.34	\$0.00	\$61.78
2	60	\$33.65	\$11.39	\$22.34	\$0.00	\$67.38
3	70	\$39.26	\$11.39	\$22.34	\$0.00	\$72.99
4	80	\$44.87	\$11.39	\$22.34	\$0.00	\$78.60
5	90	\$50.48	\$11.39	\$22.34	\$0.00	\$84.21

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
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For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
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For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
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TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
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For apprentice rates see "Apprentice- LABORER"

VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
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WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
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	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
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	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
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	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2022	\$63.39	\$13.57	\$17.26	\$0.00	\$94.22
	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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