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Contract

20180203

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of CONTRACTS during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

Table with columns: DEPARTMENT, DATE RECEIVED (Initials, Date), DATE FORWARDED TO NEXT DEPT. (Initials, Date). Rows include Planning, City Comptroller, Law, Mayor, City Comptroller, and Community Development.

Vendor No.: 44578 Contract No.: 20180203 Contract Date:
Contract Amt.: \$25,000.00 Issue Date: 09/26/2017 Renewal Date:
Appropriation Code1: 26401827-530105-64014
Description of Funding Source: CDBG-DR
Bid No.: Requisition No.: 18004155 PO No.:
Vendor Name: HCS Head Start Inc
Contract Type: CDBG-DR Historic Preservation
Contract Purpose: Historic Preservation Grant Agreement
Originating Dept.: Office of Disaster Recovery & Compliance
Expiration Date: 12/31/2017 Amendment Date: Extension Date:
TYPE OF DOCUMENT (Please select at least one):
[X] New [] Renewal [] Amendment [] Extension

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA
 01103

Requisition 18004155-00 FY 2018

Acct No:
 26401827-530105-64014
 Review:
 Buyer: lpl
 Status: Released

Page 1

Vendor
 HCS HEAD START INC.
 662 HIGH STREET
 HOLYOKE, MA 01040
 USA
 Tel#413-536-0363

Ship To
 DISASTER RECOVERY 4TH FLOOR
 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA
 MLYNCH@SPRINGFIELDCITYHALL.COM

CT# 20180203

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/26/17	044578				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
001	CONTRACT#PENDING CDBG-DR HISTORIC PRESERVATION GRANT AGREEMENT.	1.00 EACH	25000.00000	25000.00
1	26401827-530105-64014		25000.00	
	Ship To DISASTER RECOVERY 4TH FLOOR 36 COURT STREET ROOM 405/411 SPRINGFIELD, MA			

Requisition Link

Requisition Total 25000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
26401827-530105-64014	25000.00	351594.74
DISASTER RECOVERY-HOUSING	PROFESSIONAL SERVICES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	09/26/17	Amanda Pham	
Queued	09/26/17	Cathy Buono	
Pending		Melanie Acobe	
Pending		Christopher Fraser	
Pending		Jennifer Whisher	

Contract # 20180203

HISTORIC PRESERVATION GRANT AGREEMENT

By and Between the

CITY OF SPRINGFIELD, MA

And

HOLYOKE CHICOPEE HEAD START INC.

**COMMUNITY DEVELOPMENT BLOCK GRANT –DISASTER RECOVERY
PROGRAM**

**Office of Community Development/Disaster Recovery & Compliance
Springfield, Massachusetts**

PROJECT AMOUNT: \$25,000.00

Domenic J. Sarno
MAYOR

PART I: Project Terms and Conditions

This Agreement, entered into as of the ----- day of ----- BY AND BETWEEN **HOLYOKE CHICOPEE HEAD START, INC.**, a not-for-profit corporation with its principal office and place of business at, 30 Madison Avenue, Springfield, Massachusetts, hereinafter referred to as the **GRANTEE**, and the **CITY OF SPRINGFIELD**, a municipal corporation, duly organized and in existence under the laws of the Commonwealth of Massachusetts, with its principal office and place of business in City Hall, 36 Court Street, in the City of Springfield, and Commonwealth of Massachusetts, acting by and through its Director of Community Development , with the approval of its Mayor referred to as the **CITY**.

WHEREAS, the President declared a major disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act for the City of Springfield and the Commonwealth of Massachusetts on June 15, 2011, as a result of severe storms and tornadoes impacting the area on June 15, 2011.

WHEREAS, the CITY was allocated \$21,896,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds from the United States Government, Department of Housing and Urban Development (HUD) in a Federal Register Notice published March 5, 2013 under the Disaster Relief Appropriations Act, 2013 (Pubic Law 113-2), Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.). HUD approved an Action Plan for the use of these funds on December 2, 2013.

WHEREAS, the CITY, the Federal Emergency Management Agency (FEMA), the Massachusetts Emergency Management Agency (MEMA), the Advisory Council on Historic Preservation entered into a Memorandum of Agreement that was fully executed on January 20, 2015 that required the City of Springfield to take specific actions to resolve adverse effects as a result of the demolition of the Howard Street Armory Drill Shed in the aftermath of the June 1, 2011 tornado (See APPENDIX A).

WHEREAS, the Memorandum of Agreement signed by the CITY stipulated that the CITY must create and administer a Historic Preservation Grant Program with Community Development Block Grant –Disaster Recovery (CDBG-DR) funding.

WHEREAS, the CITY submitted Substantial Amendment #1 of the December 2, 2013 Action Plan to HUD on June 16, 2015, creating the Historic Preservation Grant Program with CDBG-DR funding.

WHEREAS, the CITY released a Request for Proposals on August 17, 2015 soliciting proposals from property owners for historic renovation projects that were the direct result of the June 1, 2011 tornado.

WHEREAS, Holyoke Chicopee Head Start Inc., submitted a proposal to the City of Springfield on October 5, 2015 for the historic building at 30 Madison Avenue that had remaining unrepaired damage that was the result of the June 1, 2011 tornado.

WHEREAS, the CITY wishes to engage the SUBERECIPIENT to utilize funds hereinafter described in connection with CITY's Community Development activities;

NOW THEREFORE, the CITY and GRANTEE agree as follows:

I. SCOPE OF SERVICE

A. Activities

THE GRANTEE shall be responsible for using \$25,000 in CDBG-DR funds, and to carry out Historic Preservation work at 30 Madison Avenue with CDBG-DR funding in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. Such program shall include the activities eligible under the Community Development Block Grant – Disaster Recovery ("CDBG-DR") program as described in the scope of services attached hereto and made a part hereof in APPENDIX B, "Scope of Services".

All activities identified in this section and further described in APPENDIX B, "Scope of Services", attached hereto and made a part hereof, shall support the CITY's Community Development activities and shall be performed and carried out by the GRANTEE under the highest professional standards to the satisfaction of the CITY.

B. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the GRANTEE shall provide services as outlined in APPENDIX B.

C. Staffing and Monitoring

[1] **Grantee Staffing** GRANTEE agrees to provide all staffing associated with the completion of this project. All construction work will be completed in compliance with Federal, State and City regulations. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the CITY.

[2] **City Staffing** The CITY hereby designates the Director of Community Development as the Project Officer. On the Mayor's authority, the Project Officer shall be the person signing this agreement on behalf of the Office of Community Development and Disaster Recovery and shall be the authorized representative of CITY responsible for the administration and enforcement of this Agreement acting within the limits of authority as defined by CITY'S Mayor.

Under the Direction of the Direction of Community Development, the Office of Community Development and Disaster Recovery will be charged with administering and monitoring this Agreement.

D. Performance Monitoring

The CITY shall monitor the performance of the GRANTEE against goals and performance standards required herein. Substandard performance as determined by the CITY shall constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the GRANTEE within thirty (30) days of being

notified by the CITY, Agreement suspension or termination procedures shall be initiated as detailed in Section VII Subsections A and B below.

- [1] **Time of Performance** - Services of the GRANTEE shall commence as described in this Agreement on July 1, 2017 and shall end on December 31, 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CDBG funds or other assets, including program income.
- [2] **Budget** – It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed Twenty Five Thousand Dollars (\$25,000.00).

GRANTEE shall abide by the budget attached hereto and made a part hereof as Appendix B, diligently reporting and documenting all expenditures for which reimbursement is sought in accordance with this Agreement. The GRANTEE shall submit requests for any amendments to this budget in writing to the CITY; the CITY shall have the authority to approve or deny such budget amendments and shall do so within thirty (30) days.

Budget for this project as described herein and attached hereto as Appendix B.

- [3] **Construction Meetings** - The GRANTEE agrees that during the duration of active construction they will hold weekly construction meetings with the general contractor. Minutes of these construction meeting will be taken and provided to all interested parties, including the CITY. GRANTEE will inform the CITY of the dates and times of these meetings, so the CITY can attend and/or have a designee attend.
- [4] **Monitoring Site Visits** - In addition to its reporting requirements, GRANTEE may be subject to one or more site visits to be made by the CITY during the period of this Agreement at which time all documentation, files, and other material related to this Agreement and the operation of the activities described herein shall be made available for review and inspection by the CITY.

II. PAYMENT

A. Reimbursement

- [1] The CITY shall pay to the GRANTEE funds available under this Agreement based upon information submitted by the GRANTEE and consistent with the approved budget attached hereto and made a part hereof in Appendix B and CITY policy concerning payments.
- [2] Payments shall be made for eligible expenses actually incurred by the GRANTEE. Eligible expenses are those considered reasonable and necessary costs, in accordance with the approved budget in APPENDIX B and are necessary to complete the project as determined by the CITY. All costs shall be reflected in the budget as described herein

and attached hereto as Appendix B. Drawdowns for the payment of eligible expenses shall be made in accordance with performance against the line item budget specified in Appendix B described herein and attached hereto.

- [3] Payments shall be made on a reimbursement basis only. Advance payments shall not be made, unless agreed to otherwise in writing by the CITY. In order to be considered for advance payment the GRANTEE shall submit a written request to the program manager that details the reason for the request and the amount of funding requested. The CITY in its sole discretion may determine whether to grant said advance payment.
- [4] Disbursements pursuant to this agreement made in advance rather than on the GRANTEE's behalf may be contingent upon certification of the GRANTEE'S financial management system in accordance with the standards specified in 2 CFR Part 200. Per 2 CFR Part 200, an accounting system using either the cash or the accrual basis of generally accepted accounting principles that accurately reflects all costs chargeable (paid & unpaid) to the project should the project terminate the next day is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account as they were charged. The CITY reserves the right to review and approve GRANTEE'S accounting system and internal controls prior to the release of funds.
- [5] **Program Income** –The GRANTEE understands that funds paid under this Agreement are for the services specified in the Scope of Services and such services are not intended to result in the generation of Program Income as defined in 24 CFR 570.500(a). In the event that the GRANTEE generates Program Income as a result of funds paid under this Agreement, then the GRANTEE shall comply with all requirements set forth at 24 CFR 570.504. All program income derived from this Project as a result of funds paid under this Agreement and any program income generated after the expiration of this Agreement shall be turned over to the CITY within ten (10) days of receipt by the GRANTEE.
- [6] The GRANTEE shall refund to the CITY any payment or portions of payments which the CITY determines were not properly due to the GRANTEE under the terms of this Agreement.
- [7] The CITY reserves the right to liquidate funds available under this Agreement for costs incurred by the CITY on behalf of the GRANTEE. The City also reserves the right to liquidate unexpended funds should the expenditures not be proportionate throughout the program year.

III. SPECIAL CONDITIONS

A. Personnel

The GRANTEE shall hire its own personnel, but, in accordance with Section VIII of this Agreement, GRANTEE shall, give full consideration to employment of residents of the city of Springfield and persons who are unemployed or underemployed in compliance with Federal Equal Opportunity provisions.

B. Beneficiaries

GRANTEE shall provide CITY with narrative reports concerning the impact of the project or activity assisted with funds through this Agreement in quarterly reports. The reports shall also include all HUD required data elements for program beneficiaries.

This requirement shall not, however, be construed to cause GRANTEE to divulge any information which would infringe GRANTEE - client relationships, or other rights of individual beneficiaries.

IV. GENERAL CONDITIONS

A. General Compliance

The GRANTEE shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (Housing and Urban Development regulations concerning Community Development Block Grants-CDBG).

The GRANTEE shall comply with CDBG-DR requirements, including those found in Disaster Relief Appropriation Act, 2013 (Public Law 113-2) and title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.).

GRANTEE also shall comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement. The GRANTEE shall utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain as "independent contractor" with respect to the services performed under this Agreement. Unless otherwise noted in the contract scope and budget as described herein and attached hereto as Appendices A and B, the CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the GRANTEE is an independent contractor.

C. Hold Harmless

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE'S performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The GRANTEE and its' contractors shall carry sufficient insurance coverage in an amount satisfactory to CITY and as required to protect Agreement assets from loss due

to theft, fraud, and/or undue personal injury or property. Comprehensive General Liability insurance shall be obtained (Limits: \$1,000,000/\$2,000,000 (per occurrence/annual aggregate)). Where applicable Comprehensive Automobile Liability coverage shall be obtained, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage (limits: \$500,000/\$1,000,000 (per occurrence/annual aggregate)). On all policies, the City of Springfield shall be listed as Additional Insured there shall be a stipulations that insurance provided shall not terminate, lapse or otherwise expire, prior to thirty (30) days written notice to that effect, given by the insurance carrier to the City, and that the insurance carrier will not invoke the defense of performance of governmental function of the provider in performing their contract with the City.

A certification acknowledging said insurance shall be attached to this agreement hereto as APPENDIX F. Furthermore, GRANTEE shall comply with the bonding and insurance requirements of 2 CFR Part 200, Attachment B, Bonding and Insurance as may be applicable.

F. Acknowledgement of Funding Sources

GRANTEE shall credit the CITY, (acting by and through, the Office of Community Development and Disaster Recovery) and the Community Development Block Grant – National Disaster Resilience Program on all printed material that GRANTEE produces that discussed, describes, educates or otherwise informs the public about the program for which funding under this Grant Agreement has been provided. All reports, maps, brochures and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall carry a notation on the front cover or a title page containing the following:

City of Springfield Office of Community Development

The preparation of this (report, brochure, map, etc.) was aided through Federal financial assistance from the Department of Housing & Urban Development under the provisions of Title I of the Housing & Community Development Act of 1974 as amended.

Likewise, GRANTEE shall assign credit to the CITY and the Community Development Block Grant – National Disaster Resilience Program in any representation to the media and/or the press when addressing information as to the program for which funding under this Grant Agreement has been provided.

G. Amendments

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by all parties to this agreement in accordance with Article I(D)(2). Such amendments shall not invalidate this Agreement nor relieve or release the CITY or GRANTEE from it obligations under this Agreement.

The CITY reserves the right to propose amendments to this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by all parties to this agreement.

Where an authorized amendment includes a change to the GRANTEE'S compensation, the revised compensation figures shall be incorporated in any written amendments to Appendix B (Scope of Services & Budget). In the event such change orders or work amendments increase the total amount of compensation to be paid GRANTEE, the amendment shall only be valid when signed by all parties to this agreement.

V. Suspension or Termination

A. Suspension or Termination for Cause. In accordance with 24 CFR 85.43, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which includes, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become available at any time;
2. Failure for any reason of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement
4. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

The CITY shall have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the GRANTEE at its address, which the parties agree is as state in Part I, Page 1. Such notice of suspension or termination shall be forwarded to the GRANTEE and shall specify the cause, period of suspension or effective date of termination that in no case shall be sooner than the date of receipt of said notice.

B. Suspension or Termination for Convenience. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date provided the effective date is at least thirty (30) days before the effective date of such termination, and in the case of a partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety pursuant to 24 CFR 85.43 or 24CFR 85.44.

VI. Reversion of Assets

A. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24CFR Part 84 and 24 CFR 570.502, 570.503 and 570.504, as applicable, which include but are not limited to the following:

1. The GRANTEE shall transfer to the CITY any CDBG-NDR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real Property under the GRANTEE'S control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until 5 years after expiration of this Agreement. If the GRANTEE fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needs by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VII. ADMINISTRATIVE REQUIREMENTS

A. Uniform Administrative Requirements and Cost Principles

[1] The GRANTEE shall comply with the following additional requirements and standards for non-governmental grantee, including nonprofit and for-profit CBDOs, if so determined by the CITY:

- 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and 2 CFR 2400 as adopted by HUD
- 24 CFR Part 84 "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as modified by 24 CFR 570.502(B) and 2 CFR Part 200.

B. Financial Management

- [1] **Accounting Standards** - The GRANTEE shall comply with 2 CFR Part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
- [2] **Cost Principles** - The GRANTEE shall administer its program in conformance with 2 CFR Part 200, "Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record-Keeping

- [1] Records to be Maintained** - The GRANTEE shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:
- [a] Records providing a full description of each activity undertaken;
 - [b] Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - [c] Records required to determine the eligibility of activities;
 - [d] Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
 - [e] Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - [f] Financial records as required by 25 CFR Part 570.502 and 2 CFR Part 200; and,
 - [g] Other records necessary to document compliance with Subsection K of 24 CFR 570.
- [2] Retention** - The GRANTEE shall retain all records pertinent to expenditures incurred under this Agreement for a period of seven (7) years after GRANTEE received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven (7) year period, then such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the seven (7) year period, whichever occurs later.
- [3] Equipment and Property** - The GRANTEE shall maintain real property inventory records that clearly identify properties, including but not limited to equipment and non-equipment personal property purchased, improved or sold. All equipment purchased with the funds provided under this Agreement shall be purchased in the name of the CITY and only after prior written notice by the GRANTEE detailing the reason for the purchase. The Director of Community Development on behalf of the CITY shall deny or approve said request. All such equipment valued at \$300 or more shall be labeled as property of the Community Development Department and inventoried. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable. A list of all such properties shall be submitted annually as part of contract obligations described herein.
- [5] Close-Outs** - The GRANTEE's obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the CITY) preparation of financial reports and determining the custodianship of records.
- [6] Audits and Inspections**
- [a] The GRANTEE shall, as applicable, have its financial records audited and financial reports prepared and attested to by a Certified Public Accountant in accordance with current CITY policy concerning GRANTEE audits and 2 CFR Part 200 and 2 CFR 2400 as adopted by HUD, which requires that all nonprofit organizations that expend in excess

of \$500,000 in Federal funds during their fiscal year, shall submit an audited financial statement. Furthermore, GRANTEE shall comply with all applicable sections of 2 CFR Part 200 and 2 CFR 2400 as adopted by HUD, including the requirement that the GRANTEE provide the CITY with all financial and management audit letters with attached concerns and findings within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide. The CITY reserves the right to request a single or program-specified audit regardless of the Federal funding amount at the cost of the GRANTEE.

- [b] The CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records, agreements, invoices, materials, payrolls, personnel records, books, documents, papers, financial records or computer data maintained, kept, or used by GRANTEE which are related to this Agreement, for the purpose of making copies, audits, examinations, excerpts, and transcriptions. Such inspections may be made during normal business hours, and as often as the aforementioned governmental agencies deem necessary.
- [c] Failure of the GRANTEE to comply with the audit and/or inspection requirements herein shall constitute a violation of this Agreement and may result in the withholding of future payments.

D. Procurement

- [1] **Compliance.** For all procurement conducted by GRANTEE under this Agreement, the GRANTEE shall comply with all current state, federal and local laws governing procurement, including but not limited to goods and services, architectural services and construction. GRANTEE shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets procured with funds provided herein (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this agreement.
- [2] **2 CFR Part 200.** The GRANTEE shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 "The Uniform Requirements for all Federal Awards" and 2 CFR Part 2400 as adopted by HUD
- [4] **Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms**
 - [a] It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps shall be taken to assure that small minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - [i] Including qualified small and minority businesses on solicitation lists.

- [ii] Assuring that small and minority businesses are solicited whenever they are potential sources.
 - [iii] When economically feasible, dividing total requirements into smaller tasks or quantities as to permit maximum small and minority business participation.
 - [iv] Where the requirement permits, establishing delivery schedules which shall encourage participation by small and minority businesses.
 - [v] Using the services and assistance of the Small Business Administration, the Office of Minority Enterprise of the Department of Commerce and the Community Services Administration as required.
 - [vi] If any subcontractor are to be let, requiring the prime contractor to take the affirmative steps [i] through [v] above.
- [b] GRANTEES shall take affirmative action steps as detailed in part [a] above in support of women's business enterprises.

[5] Selection Procedures

- [a] The GRANTEE shall submit all selection procedures for all procurement transactions funded in whole or in part through this Agreement. Said submission shall be submitted to the project monitor administering this contract on behalf of the CITY in writing for approval. The project monitor shall approve or deny said selection procedures within thirty (30) days of receipt of said procedures. The CITY reserves the right to withhold payment for procurement transactions commenced or completed without receiving prior approval from the CITY.

Regardless of whether by sealed bids or by negotiation and without regard to dollar value all selection procedures for procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with this Section. Procurement procedures shall not restrict or eliminate competition. Example of what is considered to be restrictive or competitive include but are not limited to:

- [i] placing unreasonable requirements on firms in order that they qualify to do business;
- [ii] non-competitive practices between firms;
- [iii] organizational conflicts on interest; and
- [iv] unnecessary experience and bonding requirements.

- [b] The GRANTEE'S submission submitted to the CITY for approval shall have written selection procedures which shall provide as a minimum, the following procedural requirements:

- [i] Solicitations of offers, whether by competitive sealed bids or sealed bids or competitive negotiation shall:
- [ii] Incorporate a clear and accurate description of the technical requirements for the material, produce, or service to be procured. Such description shall not, in competitive procurement contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics

and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the name brand which shall be met by offerors shall be clearly stated.

- [2] Clearly set forth all requirements which offerors shall fulfill and all other factors to be used in evaluating bids or proposals.
- [3] Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial resources.
- [7] **Contract Pricing.** The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. GRANTEES shall perform some form of cost or price analysis in connection with every procurement action including contract modifications. All costs must be determined to be reasonable and necessary. Costs or prices based on estimated costs for contracts under grants shall be allowed only to the extent that costs incurred or cost estimates included in negotiated price are consistent with Federal cost principles.
- [8] **Procurement Records.** The GRANTEE shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price. GRANTEE will be required to document all procurement processes related to purchase of goods and services with Federal Funding in compliance 2 CFR Part 200. GRANTEE will be required to submit all documentation regarding purchase of goods and service with federal funding to the CITY.
- [9] **Debarred or Ineligible Contractors.** Described herein and attached hereto as APPENDIX H is a certification from the GRANTEE stating that neither the GRANTEE nor any subcontractor secured by the GRANTEE has been debarred, suspended or determined ineligible to engage in the activity necessary to perform the services of this contract. GRANTEE will be required to submit a listing of contractors/sub-contractors to the CITY for confirmation of federal debarment.
- [10] **Plans and Specifications.** GRANTEE is required to submit all architectural, design and scale drawings, specifications must be submitted to the CITY before the start of construction.

VIII. Other Program Requirements

- A. The Operating Agency shall carry out the activities funded through this Agreement in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the

GRANTEE does not assume the Department's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52.

- B The GRANTEE shall comply with applicable state statutes, CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.
- C GRANTEE shall insert the provisions of this Paragraph in any subcontract arising from this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

- [1] **Compliance** - The GRANTEE shall comply with all CITY and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 108 9of Title I of the Housing & Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Orders 11063, 11628, 12432, 12892 and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.
- [2] **Non-Discrimination** - The GRANTEE shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- [3] **Land Covenants** - This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenants, and will not itself so discriminate.
- [4] **Section 504** - The GRANTEE shall comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) that prohibits discrimination against individuals with handicaps in any Federally assisted program.

B. Affirmative Action

- [1] The GRANTEE shall be committed to carry out pursuant to the CITY's specifications and Affirmative Action program in keeping with the President's Executive Order 11246 of September 24, 1966.

[2] **Women- and Minority-Owned Businesses (W/MBE)** - The GRANTEE shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans and American Indians.

The GRANTEE may submit a Massachusetts State Office of Minority and Women Owned Business Assistance (SOMWBA) certification regarding their status as minority and female business enterprises in lieu of an independent investigation.

Should a subcontract be entered into pursuant to this agreement, the GRANTEE shall provide a written report documenting the W/MBE status of said subcontractors.

[3] **Access to Records** - The GRANTEE shall furnish and cause each of its grantees or subcontractors to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the CITY, the United States Department of Housing & Urban Development or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

[4] **Notifications** – The GRANTEE 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 by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

[5] **EEO/AA Statement** - The GRANTEE shall, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer. Pursuant to the requirements of 24 CFR 107.21, the GRANTEE shall take affirmative action to prevent discriminatory practices and shall take all action necessary and proper to prevent discrimination on the basis of age, race, color, religion, sex, physical handicap or national origin.

[6] **Sub-Agreement Provisions** – The GRANTEE shall include the provisions of Section VIII (A) Civil Rights, and (B) Affirmative Action, in every subcontract or purchase order, specifically or by reference so that such provisions shall be binding upon each of its own GRANTEES or subcontractors.

C. **Employment Conditions & Restrictions**

[1] **Prohibited Activities** - The GRANTEE is prohibited, as is personnel employed by the GRANTEE in the administration of the program, from using funds provided herein for

political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

[2] Labor Standards

- [a] The GRANTEE shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- [b] The GRANTEE shall except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provided, that it wage rates higher than those required under the regulations are imposed by state or local law, nothing here under is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- [c] The GRANTEE represents and assures the CITY that it has or shall secure at its own expense all personnel required for the performance of all services under this Agreement. Such personnel or any persons receiving compensation from GRANTEE as a result of this Agreement shall not be employees nor former employees of the CITY who have resigned or terminated their employment within one year, nor shall such employees have any relationship contractual or otherwise with the CITY except for non-confidential secretarial employees, unless specified waivers are granted by the CITY's Mayor in writing. GRANTEE's personnel shall not be considered as employees of the CITY, and that it shall indemnify and save harmless the CITY from any claims, demands or actions brought by any of said employees against the CITY, and pay any judgments resulting from any such claims, demands or suits against CITY if related to the performance of this Agreement, or by reason of sickness, accident or illness, or for any other cause.

[3] "Section 3" Clause

- [a] **Compliance** - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those

sanctions specified by the grant or loan agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135. The GRANTEE certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The GRANTEE shall comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area [City of Springfield, MA] and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area [City of Springfield, MA] in which the project is located."

The GRANTEE shall ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing within the metropolitan area [City of Springfield, MA] in which the project is located, and to low and very low income participants in other HUD programs; and award Agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area [City of Springfield, MA] in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with this requirements.

- [b] Notification** - The GRANTEE shall to send to each labor organization or representative of workers with which its has a collective bargaining agreement or other Agreement or under-standing, if any, a notice advising said labor organization or worker's representative of its commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- [c] SubAgreements** - The GRANTEE shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that that the subcontractor is in violation of regulations issued by the CITY. The GRANTEE shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and shall not let any

subcontractor unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

- [1] Assignability** - The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

- [2] SubAgreements**
 - [a] Approvals** - The GRANTEE shall not enter into any subcontracts with any agency or individual in performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

 - [b] SubAgreement Monitoring** - The GRANTEE shall monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written, quarterly reports the form for which shall be provided by the CITY, and supported with documented evidence of follow-up actions taken to correct areas of non-compliance.

 - [c] Content** - The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

 - [d] Selection Process** – In accordance with Section VI(D) “Procurement”, the GRANTEE shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

- [3] Hatch Act** - No funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

- [4] Conflict of Interest –**
 - [a]** The GRANTEE shall maintain a standard of conduct that complies with MGLc268A, as amended. Said standard of conduct shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 1. The employee, officer or agency;
 2. Any of his/her immediate family;
 3. His or her partner; or

4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

- [b] The GRANTEE's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, or parties to subagreements.
- [c] To the extent permitted by State and local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the GRANTEE's officers, employees, or agents, or by contractors of their agents.
- [d] The GRANTEE and its individual board members agree to abide by the provisions of 24 CFR 84.42 and 570.611 with respect to conflict of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The GRANTEE further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the GRANTEE hereunder. Furthermore, no officer, member or employee of the CITY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project during their tenure in office and for one year thereafter, shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they may be, directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof nor shall any members of Congress of the United States of America or members of any board, agency, commission, legislative assembly, or other officers of any political subdivision of the United States of America or of the Commonwealth of Massachusetts, during their tenure in office and for one year thereafter, be admitted to any share or part heretofore to any benefit to arise here from.
- [e] The GRANTEE and its individual board members shall not negotiate, seek or request or in any way solicit or accept any quid pro quo contribution, including in kind contributions, grants, gifts, aid, donations, assistance, or any kind of compensation in exchange for their endorsement, sanctioning or silence about issues presently pending before a Neighborhood Council, the City Council, any board, commission or other office of the City, state or federal government.
- [f] The GRANTEE and its individual board members shall disclose in writing to the Director of Community Development any interest in any project for which they are offering comment as part of a deliberative process of a Neighborhood Council, the City Council, any board, commission or other office of the City, state or federal government—no matter the basis of the interest—prior to offering official comment on the same.
- [g] The GRANTEE shall distribute copies of this conflict of interest subsection to all board members.

[h] Nothing contained herein shall be deemed to prevent residents of the neighborhoods served by Community Development Block Grant activities, who are otherwise eligible to receive any benefits which may arise as the result of said activities, or of work created as a result of this Agreement by reason of such resident being either an elected or appointed member of a community board or a member of any other nonprofit organization that may have some responsibilities under this Agreement; provided, however, that the provisions of Chapter 268A, the Conflict of Interest Law of the Commonwealth of Massachusetts, is preserved.

[5] **Lobbying** - The GRANTEE hereby certifies that:

- [a] No Federal appropriate funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;
- [b] If any funds other than 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, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c] It shall require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and Agreements under grants, loans and cooperative agreements) and that all GRANTEEs shall certify and disclose accordingly; and
- [d] Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1326, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- [e] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from GRANTEE shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the CITY officer, agent or employee and the detailed circumstances of the incident.

- [6] **Copyright** - If this Agreement results in any copyrightable or patentable material or inventions, the CITY reserves the right to royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.
- [7] **Religious Organization** - Funds provided under this Agreement shall not be utilized by the GRANTREE for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

GRANTEE shall comply with environmental conditions described in this section, Acts, and all applicable standards, orders or regulations issued thereunder. Furthermore, GRANTEE agrees to insert the provisions of this section in any subcontract arising from this Agreement.

A. Environmental Review

Prior to any choice limiting action the CITY shall cause an environmental review to be performed and prepared to determine whether the project meets local, state and federal environmental regulations in accordance with 24 CFR Part 58. The review will determine whether the project meets local, state and federal environmental standards and a Release of Funds from HUD. No choice limiting action may be taken until the review has been performed and a Release of Funds has been issued by HUD. The parties agree that the provision of any funds to the project is conditioned on completion of the Environmental Review prior to choice limiting action being taken. The parties agree that the provision of any funds to the project is conditioned on the City of Springfield determination to proceed with, modify or cancel the project based on results of a subsequent environmental review.

B. Air and Water

The GRANTEE shall comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder), and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the GRANTEE shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Lead-Based Paint

Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 507.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

E. Historic Preservation

The GRANTEE shall comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (16 U.S.C. 470), P.L.89-665, the Archaeological and Historic Preservation Act of 1974, P.L. 93-291, Executive Order 11593 and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement, thereby eliminating or minimizing any adverse effect on any district, site, building, structure or object listed on or nominated for, listing on the National Register of Historic Places, maintained by the National Park Service.

XI. DUPLICATION OF BENEFITS

GRANTEE agrees to disclose any payments of disaster related assistance received in relation to the June 1, 2011 tornado. Subrecipient agrees to execute an affidavit certifying funds received (APPENDIX L). *This will include any payments from FEMA, SBA, Private Insurance, etc.* GRANTEE will execute a Subrogation Agreement to ensure there are no Duplication of Benefits in accordance with the Robert T. Stafford Act and that any duplicative funds received after the signing of this Agreement will be paid back to the City of Springfield (APPENDIX M).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breached. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. VENUE AND EXCLUSIVE FORUM

The parties hereto expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts, in either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

XIV. ENTIRE AGREEMENT

The parties hereto agree that the entire Agreement of the Parties is contained herein and that this agreement supersedes all oral agreements and negotiation between the parties relating to the subject matter thereto.

XV. SIGNATURES

GRANTEE shall, by virtue of an executed vote of corporate authorization placed on file with the CITY's Project Officer prior to the execution of this Agreement, designate its authorized representative. The execution of this Agreement by GRANTEE shall be deemed as evidence that the authorized representative has full power to bind the GRANTEE for any act performed having a relationship to this Agreement, and that such act or acts of the authorized representative are not limited by GRANTEE'S charter and are authorized by GRANTEE'S principals or charter.

IN WITNESS WHEREOF, the CITY and the GRANTEE have signed and sealed this Agreement as of the date first above written, the City of Springfield, Commonwealth of Massachusetts.

GRANTEE

By: *Janis Santos*
Janis Santos, HCS Head Start, Inc.
Its: Executive Director

CITY OF SPRINGFIELD

By: *Kevin E. Kennedy*
Kevin E. Kennedy
Director of Community Development

26401827-530105-64014 \$25,000.00
Approved as to Appropriation:

Thomas D. Pina 10/9/17
Comptroller

Approved as to Form:

[Signature]
Law Department

APPROVED:

Domenic J. Sarno
Domenic J. Sarno
Mayor
Date Signed: 10/13/17

Part II: Attachments

APPENDIX A:	<u>MOA Between the City of Springfield, FEMA and the Advisory Council on Historic Preservation</u>
APPENDIX B:	<u>Scope of Services & Budget</u>
APPENDIX C:	<u>Corporate Certification</u>
APPENDIX D:	<u>Board Authorization to Execute Contract</u>
APPENDIX E:	<u>Insurance Certificate</u>
APPENDIX F:	<u>Internal Control Questionnaire</u>
APPENDIX G:	<u>Debarment Certificate on Letterhead</u>
APPENDIX H:	<u>Conflict of Interest Statement of Letterhead</u>
APPENDIX I:	<u>Notarized Tax Certification Form</u>
APPENDIX J:	<u>National Objective Compliance Certification</u>
APPENDIX K:	<u>Duplication of Benefits Affidavit</u>
APPENDIX L:	<u>Subrogation Agreement</u>
APPENDIX M:	<u>Lobbying Certificate</u>
APPENDIX N:	<u>Davis Bacon Regulations, Federal and State Prevailing Wage Rates</u>

A

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
MASSACHUSETTS HISTORICAL COMMISSION, MASSACHUSETTS
EMERGENCY MANAGEMENT AGENCY, THE ADVISORY COUNCIL
ON HISTORIC PRESERVATION, AND THE CITY OF SPRINGFIELD,
MASSACHUSETTS REGARDING THE RESOLUTION OF ADVERSE
EFFECTS TO THE HOWARD STREET ARMORY DUE TO THE
EMERGENCY DEMOLITION OF THE DRILL SHED IN JULY 2011**

WHEREAS, the President declared a major disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121 *et seq.*) (Stafford Act) for the Commonwealth of Massachusetts on June 15, 2011, as a result of severe storms and tornadoes (Disaster) impacting the area of June, 1, 2011; and

WHEREAS, this declaration (numbered FEMA-1994-DR) and its subsequent amendments authorized the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS) to provide assistance under the FEMA Public Assistance Program (Program) for Hampden County and the Towns of Sturbridge and Southbridge in Worcester County in Massachusetts pursuant to Title IV of the Stafford Act and its implementing regulations at 44 C.F.R. Part 206; and

WHEREAS, the City of Springfield (Subgrantee) proposes to use Program funds administered through the Massachusetts Emergency Management Agency (MEMA/Grantee) at the Howard Street Armory (constructed in 1895), located at 29 Howard Street in Springfield for the July 2-5, 2011 emergency demolition of the 1915 era drill shed (Undertaking) related to damages incurred as a result of the Disaster; and

WHEREAS, the City has requested an Alternate Project to redirect FEMA Program funds for repair and replacement of the Howard Street Armory to reestablish the functions of the South End Community Center and Senior Center at new locations and FEMA approved the City's request, and FEMA shall conduct Section 106 review under the National Historic Preservation Act (NHPA) for those new construction projects in accordance with FEMA Disaster Assistance Policy 9525.13, Alternate Projects; and

WHEREAS, FEMA, MEMA, and the Massachusetts Historical Commission (MHC), executed a Programmatic Agreement (Statewide PA) on July 11, 2011, to satisfy FEMA's responsibilities pursuant to 36 CFR Part 800, the regulations implementing Sections 106 and 110(f) of NHPA (16 U.S.C. § 470f) (NHPA), for all Undertakings funded as a result of such Disasters; and

WHEREAS, FEMA, has determined that the Howard Street Armory property in its entirety is the Area of Potential Effect (APE) for the Undertaking and acknowledges that it is listed on the National Register of Historic Places (NRHP) and is therefore a historic property; and

WHEREAS, FEMA has determined that emergency demolition of the drill shed had an adverse

effect because it resulted in the loss of a portion of the historic property that still retained historic integrity and significance after the tornado and MHC concurred with this determination on October 21, 2011, and FEMA notified the Advisory Council on Historic Preservation (ACHP) on September 23, 2013, pursuant to 36 CFR Part 800, regulations implementing Section 106 (16 U.S.C. 470f) and Section 110(f) of NHPA, 16 U.S.C. 470h-2(f); and

WHEREAS, the ACHP has accepted FEMA's invitation to participate in this Memorandum of Agreement (MOA) as a Signatory; and

WHEREAS, MHC is a Signatory to this MOA; and

WHEREAS, MEMA is a Signatory to this MOA; and

WHEREAS, FEMA has invited the City, as the Subgrantee, to participate as a Signatory to this MOA and they have accepted and agreed to bear the full cost of the treatment measures to resolve adverse effects and in July 2014 sold the Howard Street Armory to the Blue Tarp reDevelopment LLC c/o MGM Resorts International, to develop and operate a gaming facility in Springfield, Massachusetts; and

WHEREAS, in keeping with 36 CFR §800.2(d) of the Section 106 regulations, FEMA invited the Springfield Historical Commission (a City entity), Springfield Preservation Trust, Preservation Massachusetts, Develop Springfield, South End Citizen's Council, and South End Community Center, to participate in the consultation of this MOA as Concurring Parties, and only the Preservation Massachusetts agreed to participate as a Concurring Party, and FEMA determined that the South End Citizen's Council and South End Community Center have no interest in participating based on their lack of response; and

WHEREAS, in keeping with 36 CFR §800.2(c)ii of the Section 106 regulations, the Stockbridge-Munsee Band of Mohican Indians, a federally-recognized and non-resident Indian tribe with traditional cultural interests in western Massachusetts, was invited to participate in the consultation of this MOA as a Concurring Party, but given their limited interest related to the Undertaking participated as only a Consulting Party; and

WHEREAS, in July 2011 FEMA, in consultation with MHC, determined that there are no previously identified archaeological sites or past archaeological or cultural resource surveys within the APE and the activity of emergency demolition of the drill shed did not disturb undisturbed soils and warranted no additional archaeological investigation due to the nature of the undertaking and emergency situation, the Stockbridge-Munsee Band of Mohican Indians is primarily concerned with new development in areas along the Connecticut River which is in close proximity of the APE and is aware that subsequent development actions the Blue Tarp reDevelopment LLC may have no federal nexus or a different federal nexus and are not subject to the terms of this MOA; and

NOW, THEREFORE, FEMA, MEMA MHC, the City and the ACHP, as Signatories, and Preservation Massachusetts, as the Concurring Party, agree that the Undertaking shall be

implemented in accordance with the following Stipulations to satisfy FEMA's Section 106 responsibilities.

STIPULATIONS

FEMA, through MEMA and in coordination with the City and MHC, will ensure that the following measures are carried out:

I. APPLICABILITY

- A. This MOA only applies to FEMA's Section 106 review of the FEMA Project Worksheet (PW) for the Undertaking.
- B. All time designations are in calendar days. If any Signatory does not respond to a request per timelines defined within the MOA, FEMA may assume a Signatory's concurrence.

II. TREATMENT MEASURES

A. Creation and Administration of a City Preservation Grant Program

1. Within one hundred and eighty (180) days of the execution of this MOA, the City shall initiate a preservation grant program solely for historic properties which remain damaged as a result of the Disaster. The grant program will be used to facilitate exterior improvements of historic properties. The City, as the Responsible Entity administering Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds, will appropriate \$200,000 CDBG-DR funds for the Preservation Grant Program. The Preservation Grant Program will function until the funds allocated for the Program have been exhausted.
2. No restriction shall be placed on the size or amount of an individual City Preservation Grant provided that the scope of work meets the minimum requirements of the Preservation Grant Program and has been selected by the City Preservation Grant Program Review Committee. Eligible applicants will submit their applications to the Springfield Office of Planning and Economic Development. Program applications will be accepted in quarterly rounds and are competitive. Applications will be scored for appropriateness, need, and historic significance, by the City Preservation Grant Program Review Committee, which shall include at least one representative of the Springfield Historical Commission (SHC).
3. Properties eligible for the Preservation Grant Program shall meet all of the following four (4) criteria:
 - a. Be located within the area affected by the Disaster; and
 - b. Be located within a HUD CDBG target area; and

- c. Be located within the boundaries of a Local or National Register Historic District;
and
 - d. Be current on City taxes/fees/fines.
4. The SHC has provided an initial list of properties which are still damaged by the tornado and has ranked them according to historic and architecture priority. At present, the eligibility of these private properties under the four (4) criteria of the Preservation Grant Program has not been verified. This is only an initial list which is subject to change and may expand or contract depending on receipt of additional information. This list of properties of concern does not obligate the City to fund repairs at these locations. Properties included on the initial list are as follows:
- a. 235 Maple St, Ames House
 - b. 210 Maple St, Hatch House
 - c. 265 Maple Street (rear), carriage house
 - d. 201 Maple St, Wallace House
5. All proposed work shall be approved by the SHC and meet the Secretary of the Interior's (SOI) Standards for the Treatment of Historic Properties (36 CFR Part 68). The applicant shall provide a schedule of completion for all approved scopes of work. The City's building official and SHC, as the party qualified to judge SOI repairs, shall inspect completed work prior to closing out each grant contract. Work completed by private contractors shall be paid directly by the property owner.
6. Eligible activities shall include, but are not limited to structural stabilization, exterior repair and exterior restoration to include:
- a. Roofing
 - b. Painting
 - c. Shingle/siding repair
 - d. Chimney/foundation repair/re-pointing
 - e. Window restoration or replacement with suitable materials
 - f. Removal of vinyl/aluminum siding
 - g. Porch repair

- h. Repair of original siding/trim
- 7. Ineligible activities include but are not limited to:
 - a. Installation of vinyl/aluminum siding
 - b. Installation of replacement vinyl windows/doors
 - c. Landscaping/driveway/hardscapes
- 8. The SHC will review the proposed work and issue a Certificate of Appropriateness before the grant funding can be released to the owner.

B. Preparation and Distribution of a History Booklet on the Howard Street Armory

- 1. Within nine (9) months of the execution of this MOA, the City shall prepare and publish a history booklet based on FEMA's 2011 post-Disaster fieldwork and research related to the Howard Street Armory.
- 2. The City shall prepare a publishable booklet on the history, development, and use of the Howard Street Armory. Supplemental fieldwork and research may be conducted by the City in Springfield and related research repositories.
- 3. The City shall give the Signatories and consulting parties thirty (30) days to provide written comments on the draft booklet. The City shall take reasonable means to incorporate recommendations made by the Signatories and the consulting parties before finalizing the document.
- 4. Within thirty (30) days of publication, the City shall distribute five (5) printed copies of the work to each of the following parties: the MHC, SHC, all local Springfield libraries, the Springfield Preservation Trust and the Springfield History Museum. An electronic copy, presented as a printable PDF, shall be made available on the City's website or through compatible website links.
- 5. The City shall make printed and electronic formats of the booklet available for distribution no later than nine (9) months after execution of this MOA.

C. Revision of the Howard Street National Register Nomination

- 1. Within ninety (90) days of the execution of this MOA, the City shall submit to the MHC a revised NRHP nomination for the Howard Street Armory, using current National Park Service (NPS) standards, methodology and forms in accordance with 36 CFR Part 60. All fieldwork, research and documentation shall be completed as outlined in National Register Bulletin 16 and 16A *How to Complete the National Register Registration Form* by personnel meeting *The Secretary of the Interior's Professional Qualifications Standards* 1983 (Secretary's Professional Qualifications)

as set forth in the Federal Register at 48 Fed. Reg. 44716-01 (September 29, 1983) as determined by MHC. The City may conduct supplemental fieldwork and research in Springfield and related research repositories.

2. The revised nomination shall detail the impact of the demolition of the Drill Shed and verify the continued NRHP listing of the original 1895 Howard Street Armory.
3. A completed nomination form (including all narratives, maps, and photographs) will be reviewed by MHC and SHC and shall be accessible to the public through MHC, Springfield City Hall and the Springfield History Museum without any copyright restriction. The nomination shall be delivered in print and electronic format; one (1) complete copy each to MHC, SHC, and Springfield History Museum. MHC shall submit the completed documentation to the appropriate staff at the NPS Regional Office in Philadelphia, PA within ninety (90) days of the determination that the documentation is suitable for submission.

D. Adoption of Revised City Standard Protocols

1. Within nine (9) months from the date of execution of this MOA, the City shall propose and adopt revised standard protocols for greater participation of the SHC in the review of municipally owned or funded projects described herein.
2. The protocols shall provide the SHC with the opportunity to conduct timely and effective reviews and discuss concepts, initiatives, plans or specifications that will affect municipally owned or funded projects involving buildings constructed prior to 1950, before services related to demolition, rehabilitation, reconstruction or disposition of such properties are secured by the City.
3. The City's Department of Planning and Economic Development shall develop the draft protocols in consultation with the SHC. Once approved, all City officials, departments, boards and commissions shall be responsible for adhering to the revised protocols.

E. Preservation Restriction

Within ninety (90) days of execution of this MOA, the City shall explore options with Blue Tarp reDevelopment LLC, c/o MGM Resorts International, regarding Blue Tarp's interest in granting SHC a Preservation Restriction in perpetuity on specific character-defining exterior historical and architectural features of the Howard Street Armory's original 1895 Head House. The consulting parties acknowledge that the City is not the owner of the property and cannot legally require the Blue Tarp reDevelopment LLC to agree to a Preservation Restriction.

F. Cultural Resources Survey

1. For Fiscal Year 2015, the City shall submit a grant application to the CDBG-DR Program National Disaster Resilience Competition to support a cultural resource survey of fifty (50) properties using MHC survey and inventory forms. The City will follow all HUD application guidelines. If HUD awards the City funding in either Phase 1 or Phase 2 of the application process, the SHC in collaboration with the City's Office of Planning and Economic Development will select fifty (50) properties to be surveyed.
2. If the City does not receive HUD funds for the completion of the survey of the fifty (50) properties using MHC survey and inventory forms, it will enter into discussions with the SHC on how this requirement may be met through other means, including but not limited to, finding funding in the City's annual budget and/or using qualified volunteers, as determined by SHC, to complete the work under this Stipulation by the expiration date of this MOA. SHC and the City's Office of Planning and Economic Development are responsible for overseeing that inventory forms are completed and finalized as necessary.

III. ANNUAL REPORTING REQUIREMENT FOR THE CITY

- A. For the duration of this MOA, the City will provide the other Signatories and Consulting Parties with an annual treatment measure status report. The annual treatment measure status report will be due each year on the anniversary date of the executed MOA.
 1. Annual treatment measure status reports will include the following information:
 - a. Status of treatment measure completion, including completion dates.
 - b. Anticipated schedule for completion of remaining treatment measures.
 - c. Maintenance of products or protocols developed under the MOA.
- B. Review of Annual Report: Within thirty (30) calendar days of receipt, the Signatories and Consulting Parties will review each annual treatment measure status report and provide written feedback to the City. The Signatories and Consulting Parties may request a conference call to discuss the report content and discuss the implementation of this MOA.

IV. IMPLEMENTATION OF THE MOA

A. Amendments

1. If any Signatory determines that an amendment to the terms of this MOA must be made, the Signatories shall consult for no more than sixty (60) calendar days to seek amendment of the MOA.

2. An amendment to this MOA shall be effective only when it has been signed by the Signatories.

B. Dispute Resolution

1. Should any Signatory object in writing to the terms of this MOA, FEMA shall consult with the objecting party for not more than thirty (30) calendar days to resolve the objection.
2. If the objection is resolved within thirty (30) calendar days, FEMA shall proceed in accordance with the resolution.
3. If FEMA determines within thirty (30) calendar days that the objection cannot be resolved, FEMA shall forward to ACHP all documentation relevant to the objection, including FEMA's proposed resolution. Within thirty (30) calendar days of receipt, ACHP will:
 - a. Concur in FEMA's proposed resolution; or
 - b. Provide FEMA with recommendations, which FEMA shall take into account in reaching a final decision regarding the objection; or
 - b. Notify FEMA that the objection will be referred for comment in accordance with 36 CFR § 800.7(a)(4), and proceed to do so.
4. FEMA shall take into account any ACHP recommendations or comments, and any comments from the other Signatories, in reaching a final decision regarding the objection. FEMA shall provide in writing to the ACHP and other Signatories a summary of its final decision before authorizing any disputed action to proceed. The Signatories shall continue to implement all other terms of this MOA that are not subject to objection.
5. Should ACHP not respond within thirty (30) calendar days, FEMA may assume ACHP has no comment and proceed with its proposed resolution to the objection after providing the ACHP and other Signatories a written summary of its final decision.

C. Severability and Termination

1. In the event any provision of this MOA is deemed by a Federal court to be contrary to, or in violation of, any applicable existing law or regulation of the United States of America, only the conflicting provision(s) shall be deemed null and void, and the remaining provisions of the MOA shall remain in effect.
2. The Signatories may terminate this MOA by providing thirty (30) calendar days written notice, provided that the Signatories consult during this period to seek

amendments or other actions that would prevent termination. If this MOA is terminated, FEMA will comply with Section 106 through other applicable means pursuant to the Statewide PA. Upon such determination, FEMA shall provide all Signatories with written notice of the termination of this MOA.

D. Duration and Extension

1. This MOA shall remain in effect from the date of execution for a period not to exceed four (4) years unless otherwise extended pursuant to Stipulation IV.A, or terminated pursuant to Stipulation IV.C.
2. The Signatories may collectively agree to extend this MOA to cover additional calendar years, or portions thereof, through an amendment per Stipulation IV.A, provided that the original MOA has not expired.

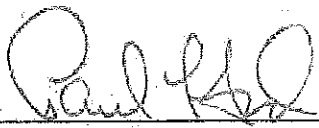
E. Execution and Implementation

1. This MOA may be executed in counterparts, with a separate page for each Signatory, and shall become effective on the date of the final signature.
2. FEMA shall ensure that each Signatory is provided with a complete copy of the MOA, including an original set of signatures.
4. Execution and implementation of this MOA evidence that FEMA has afforded ACHP a reasonable opportunity to comment on this Undertaking, and that FEMA has satisfied its Section 106 responsibilities for this individual Undertaking.

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
MASSACHUSETTS HISTORICAL COMMISSION, MASSACHUSETTS
EMERGENCY MANAGEMENT AGENCY, THE ADVISORY COUNCIL
ON HISTORIC PRESERVATION, AND THE CITY OF SPRINGFIELD,
MASSACHUSETTS REGARDING THE RESOLUTION OF ADVERSE
EFFECTS TO THE HOWARD STREET ARMORY DUE TO THE
EMERGENCY DEMOLITION OF THE DRILL SHED IN JULY 2011**

SIGNATORY

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

By:  DATE: 12/17/14
Paul Ford, Acting Regional Administrator

By:  DATE: 12/15/14
Lydia Kachadorian, Deputy Regional Environmental Officer

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
MASSACHUSETTS HISTORICAL COMMISSION, MASSACHUSETTS
EMERGENCY MANAGEMENT AGENCY, THE ADVISORY COUNCIL
ON HISTORIC PRESERVATION, AND THE CITY OF SPRINGFIELD,
MASSACHUSETTS REGARDING THE RESOLUTION OF ADVERSE
EFFECTS TO THE HOWARD STREET ARMORY DUE TO THE
EMERGENCY DEMOLITION OF THE DRILL SHED IN JULY 2011**

SIGNATORY

MASSACHUSETTS HISTORICAL COMMISSION

By: Brona Simon
Brona Simon, State Historic Preservation Officer

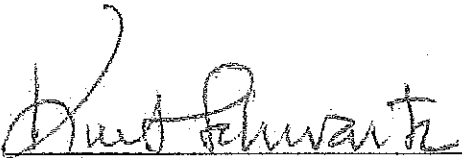
Date: 12/30/14

MEMORANDUM OF AGREEMENT
AMONG

THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
MASSACHUSETTS HISTORICAL COMMISSION, MASSACHUSETTS
EMERGENCY MANAGEMENT AGENCY, THE ADVISORY COUNCIL
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EMERGENCY DEMOLITION OF THE DRILL SHED IN JULY 2011

SIGNATORY

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY


By: 
Kurt Schwartz, Director

Date: 12-11-14

MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
MASSACHUSETTS HISTORICAL COMMISSION, MASSACHUSETTS
EMERGENCY MANAGEMENT AGENCY, THE ADVISORY COUNCIL
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SIGNATORY

CITY OF SPRINGFIELD

By: 
Domenic J. Sarno, Mayor

Date: 12/11/14

By: 
Ralph Slate, Chair of the Springfield Historical Commission

Date: 12/12/14

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
MASSACHUSETTS HISTORICAL COMMISSION, MASSACHUSETTS
EMERGENCY MANAGEMENT AGENCY, THE ADVISORY COUNCIL
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EMERGENCY DEMOLITION OF THE DRILL SHED IN JULY 2011**

SIGNATORY

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: 
John Fowler, Executive Director

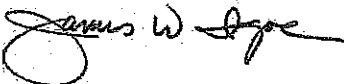
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MEMORANDUM OF AGREEMENT
AMONG

THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
MASSACHUSETTS HISTORICAL COMMISSION, MASSACHUSETTS
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CONCURRING PARTY

PRESERVATION MASSACHUSETTS

By: 
James Igoe, President

Date: 12/30/14

APPENDIX B – SCOPE OF SERVICES

Holyoke Chicopee Springfield Head Start, Inc., (Head Start) will utilize twenty five thousand dollars (\$25,000) in CDBG-DR funding for the Elimination of Slums and Blight and Historic Preservation at the property at 30 Madison Avenue. The project will repair damage that was a direct result of the June 1, 2011 tornado.

Head Start provides child development services to low-income families. Programs include ensuring school readiness for young children, providing parenting education and support, prenatal education and support, nutrition education, financial counseling for parents and education for teens and adults on managing conflicts and relationships.

Head Start agrees that all funding will comply with applicable CDBG-DR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act OF 1974 (42 USC 5302 et seq.), The CDBG Program regulations at 24 CFR part 570.

Head Start will furnish all staffing and labor related to the project. Head Start will procure all goods and services in compliance with local, state and federal procurement requirements, including 2 CFR Part 200.

The City of Springfield will disburse all funding on a reimbursement basis in accordance with applicable local, state and federal regulations. Head Start will be responsible for submitting invoices that include source documentation for reimbursement. The City of Springfield will monitor the project in accordance with all local, state and federal regulations.

Work will commence upon full execution of the contract. The project will be completed no later than December 31, 2017. Any changes to the schedule and/or completion date must be approved by the City of Springfield in writing.

All exterior changes to the building must be reviewed and approved by the Springfield Historic Commission.

Head Start will be required to abate/remediate all lead paint in accordance with state and federal lead paint regulations and will provide a Lead Compliance Certificate to the City of Springfield upon completion of the project. Head Start will ensure all contractors comply with OSHA requirements.

Head Start will be required to pay the higher of state and/or federal prevailing wage for the duration of the project and will provide payroll certification to the City of Springfield.

Head Start will be required to ensure the building meets all local, state and federal exterior code requirements at the completion of the project. Contractors shall be appropriately licensed and insured.

All work shall be in accordance with the specifications provided by the City of Springfield, Rehabilitation Specialist. Head Start will notify the City of Springfield upon completion of work and the City of Springfield will verify work is completed in accordance with specifications.

TOTAL PROJECT BUDGET

Project Location: 30 Madison Avenue, Springfield

Scraping, Caulking, Painting of Exterior and Cleaning:	\$53,540.00
Removal of Rotted Wood/Carpentry Work to Replace:	\$7,500.00
Lead Inspections/Reports:	\$2,000.00
Contingency:	5,000.00
TOTAL:	\$68,040.00

BREAKDOWN OF CDBG-DR FUNDING

Lead Inspections & Reports:	\$2,000.00
Scraping/Painting of Exterior:	\$23,000.00
TOTAL:	\$25,000.00

D

VOTE OF CORPORATION AUTHORIZING EXECUTION OF CONTRACT

I, the undersigned, a resident of Springfield in the State of Massachusetts hereby certify that I am the Treasurer/Clerk or duly authorized officer of Holyoke Chicopee Springfield Head Start, Inc. a Massachusetts Corporation duly organized by law and that this is a true, correct and complete copy of vote prepared at a meeting of the Directors of said corporation, duly called and held on May 18, 2015, at which meeting a majority of the Directors were present and acting throughout.

VOTED: That Janis Santos the Executive Director of the (Authorized Official*) (Title)

aforementioned corporation, be and hereby is authorized to affix the corporate Seal, sign and deliver in the name and on behalf of the corporation a contract with the City of Springfield Office of Community Development for Tornado Repair in the amount of \$ 25,000.00 effective for the Fiscal Year 2017 commencing July 1, 2016 and ending June 30, 2017, for activities authorized in accordance with the United States Department of Housing and Urban Development.

I further certify that the said vote as set out above has not been revoked or rescinded and is now in full force and effect, that said vote and action ordered thereby are in pursuance of the By-Laws of this Corporation.

IN WITNESS WHEREOF, I hereto set my hand this 8th day of September 2017

Corporate Seal

Alison Walsh Clerk/Secretary Alison Walsh

*This Must be the Person Authorized in your By-Laws to sign contracts.

NOTE: Since an Officer cannot certify to himself, this must be signed by someone other than the one signing the contract.



HOLYHEA-02

KBRITT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 96 Shaker Rd. East Longmeadow, MA 01028	CONTACT NAME: Karen Britt PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Karen.Britt@hubinternational.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER B : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C : Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Massachusetts Bay Insurance Company	22306	INSURER B : Hanover Insurance Company	22292	INSURER C : Wesco Insurance Company	25011	INSURER D :		INSURER E :		INSURER F :
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INSURED Holyoke-Chicopee-Springfield Head Start, Inc. 30 Madison Avenue Springfield, MA 01105-1404														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse - See Addl Cov GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ZDNA469276	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included EBL AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ADNA456953	11/01/2016	11/01/2017	\$ \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHNA469277	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Agg \$ 5,000,000 PER STATUTE OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3278738	06/01/2017	06/01/2018	\$ 500,000 \$ 500,000 \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Springfield

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

F

APPENDIX H
INTERNAL CONTROL QUESTIONNAIRE

DATE: August 1, 2017

NAME OF OPERATING AGENCY: Holyoke Chicopee Springfield Head Start, Inc

ADDRESS OF OPERATING AGENCY: 30 Madison Avenue, Springfield, MA

TAX ID OF OPERATING AGENCY: 04 2466767

TEL #: 413-788-6522 FAX #: 413-788-6679 CONTACT PERSON: Janet Steigmeyer

TITLE OF PROJECT: Historic Preservation Grant – 30 Madison Avenue

PROJECT LOCATION: 30 Madison Avenue, Springfield, MA

AMOUNT OF FUNDING Twenty Five Thousand Dollars and 00/100 (\$25,000.00) City

CDBG-NDR funding,

SOURCE OF FUNDING: CDBG ___ E.C. ___ OTHER X (CDBG-DR) X

1. Name and Title of individual(s) signing Schedule of Reimbursable expenses request and checks:

A. REIMBURSABLE EXPENSE REQUEST Janis Santos, Executive Director or Designee

B. CHECK SIGNATURE Janet Steigmeyer, Director of HR

2. Name of person responsible for maintaining records for this contract (list title also).

Janet Steigmeyer, Director of Human Resources

3. Name of person who is responsible for:

A. Maintaining payrolls Maria Rodriguez, CFO

B. Maintaining Time Sheets Contractor/Director of HR

C. Reconciling Bank Statements Maria Rodriguez, CFO

D. Preparing Statement of Project Costs Maria Rodriguez, CFO

E. Preparing Checks Michele Morais, Accounts, Lead Fiscal Assistant

F. Purchasing Janet Steigmeyer, Director of HR

4. Name of person who will maintain the following books of record (at least)

1. Cash receipts and Disbursements Ledger Maria Rodriguez, CFO

2. Voucher Register Janet Steigmeyer, Director of HR

3. Project Cost Ledger Maria Rodriguez, CFO

5. Name of Employees Bonded:

6. Does the agency maintain a purchase requisition system, and who authorizes purchases?

HCS Head Start, Inc. has a purchase/procurement system in place. Purchases required authorization by program supervisors.

7. Who signs all vouchers ready for payment?

Accounting Manager or Chief Financial Officer

8. What is included or needed for authorization to disburse checks (e.g., voucher, purchase order, receiving slip)?

An approved purchase order, invoice from vendor and receiving packing slips.

9. Who is responsible for hiring personnel?

Human Resource Team

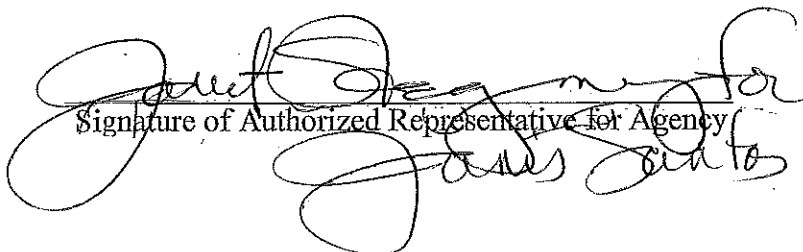
10. Who is responsible for submitting time sheets of employees?

All Supervisors

11. What controls are in place for equipment purchases?

Equipment purchases of \$5,000 or more requires prior approval by the agency Executive Director, Chief Financial Officer and funding agency. Once approval is granted, the agency seeks 3 quotes from qualified sources. Once equipment is purchase it will be tagged and added to the inventory list.

I HEREBY ATTEST THAT THE ABOVE INFORMATION IS ACCURATE AND CORRECT.


Signature of Authorized Representative for Agency

Date 7/31/17

30 Madison Avenue
Springfield, MA 01105
phone: (413) 788-6522
fax: (413) 788-6679
TTY: (413) 733-2785



EDUCATING children. SUPPORTING families. BUILDING healthy communities.

662 High Street
Holyoke, MA 01040
phone: (413) 536-0363
fax: (413) 536-0928
TTY: (413) 532-2496

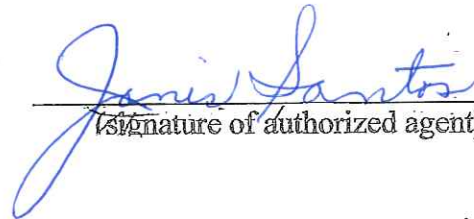
APPENDIX I
DEBARMENT CERTIFICATE

Name of Subrecipient Holyoke Chicopee Springfield Head Start, Inc.

Described herein and attached here to as Attachment IV is a certification from the SUBRECIPIENT stating that neither the SUBRECIPIENT nor any subcontractor secured by the SUBRECIPIENT has been debarred, suspended or determined ineligible to engage in the activity necessary to perform the services of this contract.

By signing this Certificate, the organization expressly understands and acknowledges that any person responsible for performing activities/services under this agreement are currently eligible to engage in the activity under this contract.

Dated: July 31, 2017



(signature of authorized agent)

Janis Santos, Executive Director
(printed name of agent)

FEDERAL DEBARMENT CONFIRMATION

Name of Individual/Organization: HCS Head Start

Signing of this form confirms that City of Springfield staff confirmed that the Individual/Organization receiving federal CDBG-DR funding has not been debarred or suspended is eligible to receive Federal financial and non-financial assistance and benefits under Federal programs and activities.

Has individual/organization listed above been debarred or suspended?: No

City Staff Confirming Debarment Status: Michael Lynch

Signature of City Staff: Michael Lynch

Date Confirmed: 9/18/17

Username <input type="text"/>	Password <input type="password"/>	Log In
Forgot Username?	Forgot Password?	Create an Account

Alert: Due to service interruption, SAM registrants may encounter an error validating a business address. If this happens, please try again later

Search Results

Current Search Terms: springfield* head* start*

Your search for "springfield* head* start*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Entity</td> <td>HOLYOKE.CHICOPEE.SPRINGFIELD HEAD START, INC</td> <td style="width: 30%;">Status: Active +</td> <td style="width: 10%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>DUNS: 066978271</td> <td>CAGE Code: 5QUC7</td> <td colspan="3" style="text-align: right;"><input type="button" value="View Details"/></td> </tr> <tr> <td>Has Active Exclusion?: No</td> <td>DoDAAC:</td> <td colspan="3"></td> </tr> <tr> <td>Expiration Date: 04/18/2018</td> <td>Debt Subject to Offset?: No</td> <td colspan="3"></td> </tr> <tr> <td colspan="5">Purpose of Registration: All Awards</td> </tr> </table>	Entity	HOLYOKE.CHICOPEE.SPRINGFIELD HEAD START, INC	Status: Active +			DUNS: 066978271	CAGE Code: 5QUC7	<input type="button" value="View Details"/>			Has Active Exclusion?: No	DoDAAC:				Expiration Date: 04/18/2018	Debt Subject to Offset?: No				Purpose of Registration: All Awards					<h3>Glossary</h3> <ul style="list-style-type: none"> Search Results Entity Exclusion Search Filters By Record Status By Record Type
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| Search Records | Disclaimers | FAPIS.gov |
| Data Access | Accessibility | GSA.gov/IAE |
| Check Status | Privacy Policy | GSA.gov |
| About | | USA.gov |
| Help | | |

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WWW5

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

30 Madison Avenue
Springfield, MA 01105
phone: (413) 788-6522
fax: (413) 788-6679
TTY: (413) 733-2785



662 High Street
Holyoke, MA 01040
phone: (413) 536-0363
fax: (413) 536-0928
TTY: (413) 532-2496

CONFLICT OF INTEREST

A conflict of interest insofar as it may affect HCS Head Start is defined as an activity or interest which, in the opinion of management is inconsistent with or opposed to the best interest of HCS Head Start. It is the policy of HCS Head Start that all directors, officers, Policy Council members, contractors/consultants and employees will avoid personal transactions or situations in which their personal interest will or will appear to conflict with those of the agency. For the purpose of this policy a member of an immediate family shall include any of the following persons:

Husband Mother-in-Law Niece

Wife Father-in-Law Nephew

Mother Son-in-Law Brother-in-Law

Father Daughter-in-Law Sister-in-Law

Sister Step-child Grandmother

Brother Step-parent Grandfather

Daughter Aunt Granddaughter

Son Uncle Grandson

OR

Any person residing in the employee's immediate household, domestic partner, significant other or relative of comparable degree by marriage.

Conflicts of interest occur whenever an employee permits the prospect of or indirect personal gain to influence improperly, his or her judgment or action in the conflict with the best interest of HCS Head Start, including but not limited to:

a. No employee shall do business with a member of his or her family on behalf of HCS Head Start unless circumstances of the proposed relationship have been clearly reviewed by the Executive Director and have been deemed to have no potential or inherent conflict of interest qualities. Notwithstanding the Executive Director's determination that no potential or inherent conflict of interest qualities exists, if a conflict arises in the future, the Executive Director shall have the right to terminate said business relationship.

b. All employees must deal with suppliers, contractors, customers, and all other persons doing business with HCS Head Start in the best interest of the Agency without favor or preference based on personal consideration.

c. No employee shall deal with HCS Head Start or with one of HCS Head Start's clients or suppliers as a representative of another firm or for her or his own account.

d. No employee shall participate in the selection, award or administration of a contract where to her or his knowledge she or he or his or her immediate family has a financial interest

e. No officer, staff or agents (including all members of the Board of Directors and Policy Council) shall solicit or accept or offer gratuities, favors, or anything of monetary value from other employees or persons receiving benefits or services or from contractors or potential contractors for personal gain or inherent conflict of interest

I
APPENDIX K - TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____ 042466767 _____ State Identification Number _____ 042466767 _____ Federal Identification Number

Company: Holyoke Chicopee Springfield Head Start, Inc.

P.O. Box (if any): _____ Street Address Only: 30 Madison Avenue

City/State/Zip Code: Springfield, MA 01105

Telephone Number: 413 788-6522 Fax Number: 413 7886679

List address(es) of all other property owned by company in Springfield: 30 Madison Avenue, Springfield, MA

Please Identify if the bidder/proposer is a:

Corporation XX Non-profit _____

Individual _____ Name of Individual: _____

Partnership _____ Names of all Partners: _____

Limited Liability Company _____ Names of all Managers: _____

Limited Liability Partnership _____ Names of Partners: _____

Limited Partnership _____ Names of all General Partners: _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Janis Santos, Executive Director of Holyoke Chicopee Springfield Head Start, Inc certify under the pains and penalties of perjury that _____, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law. (authorized agent) (Bidder/Proposer)

Holyoke Chicopee Springfield Head Start, Inc. Date: July 31, 2017
Bidder/Proposer Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Janis Santos, Executive Director of Holyoke Chicopee Springfield Head Start, Inc certify under the pains and penalties of perjury that _____, to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City). (authorized agent) (Bidder/Proposer)

Holyoke Chicopee Springfield Head Start, Inc. Date: July 31, 2017
Bidder/Proposer Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C '49A, I, Janis Santos, Executive Director of Holyoke Chicopee Springfield Head Start, Inc. certify under the pains and penalties of perjury that _____, to my best knowledge and belief, has/have filed all state tax returns and has/have complied with all state taxes required by law. (authorized agent) (Bidder/Proposer)

Holyoke Chicopee Springfield Head Start, Inc. Date: July 31, 2017
Bidder/Proposer Authorized Person's Signature

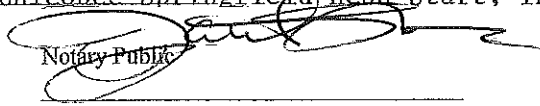
Notary Public

Hampden
,ss.

COMMONWEALTH OF MASSACHUSETTS

July 31, 2017

Then personally appeared before me [name] Janis Santos, [title] Executive Director
of [company name] Holyoke Chicopee Springfield Head Start, Inc., being duly sworn, and made oath that he/she has read the foregoing document, and
knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and
deed and the free act and deed of [company name] Holyoke Chicopee Springfield Head Start, Inc.


Notary Public

My commission expires: _____

**YOU MUST FILL THIS FORM OUT COMPLETELY AND
YOU MUST FILE THIS FORM WITH YOUR BID.**



JANET L. STEIGMEYER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 11, 2020

30 Madison Avenue
Springfield, MA 01105
phone: (413) 788-6522
fax: (413) 788-6679
TTY: (413) 733-2785



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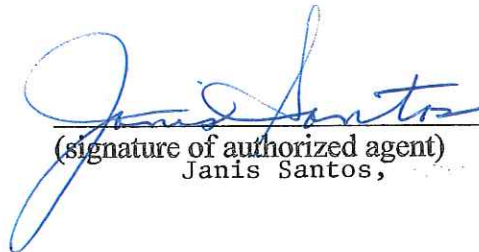
EXHIBIT I: NATIONAL OBJECTIVE COMPLIANCE CERTIFICATE

National Objective Compliance Certificate

In accordance with the statutes and regulations set forth by the U.S. Department of Housing and Urban Development (HUD), activities funded through the Community Development Block Grant (CDBG) must be used to meet one of three national objectives named by HUD. Those three objectives are: (1) benefiting low or moderate-income persons; (2) preventing or eliminating slums or blight; and (3) meeting an urgent need. To be eligible for funding, every CDBG-funded activity must meet one of these National Objectives.

I, Janis Santos, Executive Director, certify that the activity proposed in this application for CDBG funding will meet one of these three national objectives as set forth above. The HCS Head Start Agency also certifies that it will maintain sufficient documentation to ensure compliance with National Objectives.

Dated: July 31, 2017



(signature of authorized agent)
Janis Santos, Executive Director

Janis Santos,

(printed name of agent)

Executive Director

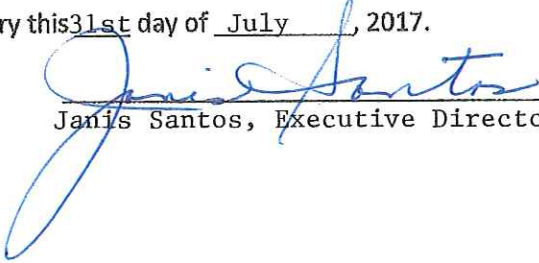
(title of agent)

K

I, Janis Santos, Executive Director, as representation for, HOLYOKE CHICOPEE SPRINGFIELD HEAD START INC., hereby depose and state as follows:

1. HOLYOKE CHICOPEE SPRINGFIELD HEAD START is the owner of 30 Madison Avenue and was the owner at the time of the June 2011 Tornado.
2. I affirm that HOLYOKE CHICOPEE SPRINGFIELD HEAD START has taken the following steps in applying for funding in relation to tornado damages to the property:
 - a. A private insurance claim was filed and HOLYOKE CHICOPEE SPRINGFIELD HEAD START received \$358,025.06 for extensive repairs to the roof, windows, chimneys, as well as internal rooms and contents in regards to tornado related damages.
 - b. HOLYOKE CHICOPEE SPRINGFIELD HEAD START did not receive funds from the Small Business Association for the June 2011 tornado.
 - c. HOLYOKE CHICOPEE SPRINGFIELD HEAD START did not receive funds from FEMA for the June 2011 tornado.
3. HOLYOKE CHICOPEE SPRINGFIELD HEAD START affirms that the damages they are seeking assistance for are a direct result of the June 2011 Tornado.
4. HOLYOKE CHICOPEE SPRINGFIELD HEAD START affirms that there has been no Duplication of Benefits in accordance with the Robert T. Stafford Disaster Assistance and Emergency Relief Act and all applicable Federal Register Notices.
5. HOLYOKE CHICOPEE SPRINGFIELD HEAD START acknowledges the obligation of the grantee to repay any funds to the City of Springfield, Massachusetts and the United States Department of Housing and Urban Development if a Duplication of Benefits is discovered after funds have been disbursed.
6. HOLYOKE CHICOPEE SPRINGFIELD HEAD START affirms that it is current on all City of Springfield obligations.

SIGNED under penalty of perjury this 31st day of July, 2017.



Janis Santos, Executive Director

THE COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this 31st day of July 2017, before me, the undersigned Notary Public, personally appeared the above-named, Janis Santos, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged to me that they executed the same as their free act and deed, and as the free act and deed of the City of Springfield.



Janet Steigmeyer

Notary Public

My Commission Expires:



JANET L. STEIGMEYER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 11, 2020



City of Springfield
Office of Disaster Recovery and Compliance

CDBG Disaster Recovery Program
Awarding Federal Agency: United States Department of Housing and Urban Development
Federal
Award Number: B-13-MS-25-0001

SUBROGATION AND ASSIGNMENT AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this _____ day of _____, 20____, by and between _____ ("Subrecipient") and the City of Springfield.

1. **Assignment Relating to Funds Received under CDBG-Disaster Recovery Program.** In consideration of Subrecipient's receipt of funds or the commitment by the City of Springfield to evaluate Subrecipient's application for the receipt of funds under the CDBG Disaster Recovery Program (CDBG-DR) administered by the City of Springfield; Subrecipient hereby assigns to the City of Springfield all of Subrecipient's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the "Policies") or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") for physical damage to the Structure (defined below) that was the basis of the calculation of Subrecipient's award to the extent of the Note or Loan proceeds paid to Subrecipient under the Program. The proceeds or payments referred to in the preceding sentence, whether they be from insurance, FEMA or the SBA, shall be referred to herein as "Proceeds." The rights Subrecipient assigns are specific to the structure with respect to which Note or Loan proceeds were paid (the "Structure") which is described in Subrecipient's application with the Program arising out of physical damage to the Structure originally caused by the June 2011 Tornado respectively but also including Proceeds received for damage to the Structure caused by any subsequent event that occurred until the commencement of repair or reconstruction utilizing Program funds. The causes of subsequent damage include, but are not limited to, the June 1, 2011 F3 Tornado respectively. The Policies include, but are not limited to, policies characterized as wind, flood or any other type of casualty or property damage insurance coverage held by Subrecipient and which provides coverage for physical damage to the Structure.

2. **Cooperation and Further Documentation.** Subrecipient agrees to assist and cooperate with the City of Springfield should the City of Springfield elect to pursue any of the claims Subrecipient has against the insurers for reimbursement under any such policies. Subrecipient's assistance and cooperation shall include allowing suit to be brought in Subrecipient's name(s), giving depositions, providing documents, producing records and other

evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City of Springfield. Subrecipient further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Subrecipient would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City of Springfield, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the City of Springfield, to the extent of the Note or Loan proceeds paid to Subrecipient under the Program, the Policies, the disaster relief funds from FEMA or SBA and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City of Springfield to consummate and make effective the purposes of this Agreement.

3. **Authorization for City of Springfield to Contact Third Parties.** Subrecipient explicitly allows the City of Springfield to request of any company with which Subrecipient held Policies or FEMA or the SBA any non-public or confidential information needed by the City of Springfield to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Subrecipient's consent to such company to release said information to the City of Springfield.

4. **Agreement to Turn over Proceeds; Future Reassignment.** If Subrecipient (or any entity holding a lien on the Structure, except to the extent required by superior loan documents) hereafter receives any insurance payment or disaster relief or reimbursement funds for physical damage to the Structure (not including proceeds received to cover contents), Subrecipient agrees to promptly pay such amounts to the City of Springfield if Subrecipient received grant proceeds under the Program in an amount greater than the amount Subrecipient would have received if such insurance and/or disaster relief or reimbursement payment had been considered in the calculation of Subrecipient's award. Once the City of Springfield has recovered an amount equal to the grant proceeds paid to Subrecipient, the City of Springfield will reassign to Subrecipient any rights assigned to the City of Springfield pursuant to this Agreement.

5. **Mortgage City of Springfield Rights.** Subrecipient acknowledges that this Agreement does not impair Subrecipient's mortgage or City of Springfield's rights as loss-payee under any deed of trust or mortgage on the Structure.

6. **Miscellaneous.**

(a) **WARNING: Subrecipient is hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of Massachusetts General Law Part IV Title I Chapter 266 Section 67b, and, depending, is punishable by imprisonment for up to five years and/or a fine not to exceed \$10,000.00.**

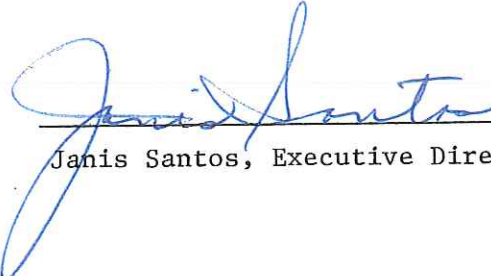
(b) Subrecipient hereby represents that he/she has received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

(c) Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Borrower shall be true and correct as of the date of Closing.

(d) In any proceeding to enforce this Agreement, the City of Springfield shall be entitled to recover all costs of enforcement, including actual attorney's fees.

EXECUTED this 31st day of July , 20 17 .

SUBRECIPIENT:



Janis Santos, Executive Director

EXECUTED this 31st day of July 20 17 .

CITY OF SPRINGFIELD

SUBRECIPIENT

By: _____

Name: _____

Title: _____

By: 

Name: Janis Santos

Title: Executive Director

M

EXHIBIT C: LOBBYING CERTIFICATION

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1326, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The SUBRECIPIENT hereby certifies that:

- [a] No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;
- [b] If any funds other than 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, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c] It shall require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and Agreements under grants, loans and cooperative agreements) and that all Developers shall certify and disclose accordingly; and
- [d] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from SUBRECIPIENT shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the CITY officer, agent or employee and the detailed circumstances of the incident.

Dated: July 31, 2017

Holyoke Chicopee Springfield Head Start, Inc.

By: 
(signature of authorized agent)

Janis Santos
(printed name of agent)

Executive Director

PROCUREMENT POLICIES AND PROCEDURES

Overview

It is the policy of HCS Head Start to follow a practice of ethical, responsible and reasonable procedures related to purchasing, agreements and contracts, and related forms of commitment. The policies in this section describe the principles and procedures that all staff shall adhere to in the completion of their designated responsibilities. The goal of these procurement policies are to ensure that materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and grant requirements. The Board of Directors will approve all major financial expenditures greater than \$150,000.

Policies will apply to all actual and proposed procurements with the agency and will comply with all applicable Federal, State and other grant requirements. These include:

- Employ positive efforts to use small businesses, minority-owned firms and women's business enterprises, whenever possible.
- Avoid purchasing items that are unnecessary or duplicates for the performance of the activities required by a Federal, State or other grant.
- Involve price comparisons or cost analysis on procurements when appropriate.
- Where appropriate, analysis of lease and purchase alternatives to determine which would be the most economical and practical.
- Include checking invoices against purchase orders and receiving reports.
- Ensuring goods and services have been provided prior to payment.
- Maintain documentation associated with each procurement decision as required by Federal, State or other award.
- Follow-up for all contracted projects.
- Exclude contractors from bidding on items in which they have a prior interest.
- Conduct procurement transactions in a manner providing maximum open and free competition.

Responsibility for Purchasing

All Directors, Managers, Coordinators and designated Supervisors shall have the authority to initiate necessary purchases on behalf of their program/administrative department/area within the guidelines described in this policies manual. In addition, such authorized staff may delegate purchasing authority to responsible individuals within their department/area. All staff is given the proper grant funding codes and general ledger codes yearly from the Fiscal Department in order to complete invoicing and purchase orders properly. Also, staff is responsible for making sure funds are available via their individual budgets which are issued from the Fiscal Department on a quarterly or monthly basis dependent on need.

Annually for commonly purchased items program areas will submit a list with suggested contractors and prices, this list will be approved by the Fiscal Department. Once the list has been approved by the Chief Financial Officer, the departments will be notified. Any new contractors are required to have a W9 on file as well as having fiscal approval before orders or services are rendered.

Ethical Conduct in Purchasing

Ethical conduct in managing the Organization's purchasing activities is essential. Staff must always be mindful that they represent the Agency's Board of Directors.

Staff shall discourage the offer of, and decline, individual gifts or gratuities of value in any way that might influence the purchase of supplies, equipment, and/or services. Staff shall notify their immediate supervisor if they are offered such gifts. Gifts to the Organization, viewed as normal business incentives to obtain future Organization-approved business such as for meeting sites, are acceptable donations. Returning receipts at a maximum of 3 days

Needs Determination

Purchase needs and/or possible alternatives are to be discussed with the requestor's direct supervisor or the designated staff person who has authority to purchase on behalf of the program area. When a need has been identified, all alternatives to new procurements, if any are available, are discussed. This will include budget ramifications and whether costs are allowable under OMB Uniform Guidance regulations and in the approved budget. By requesting and authorizing the purchase, the requestor and approver certify that these items are necessary to the performance of the activities required by a Federal, State or other grant and that duplicate items or comparable substitutions have been exhausted before placing the order.

Use of Purchase Orders

The Office Manager oversees the distribution of purchase orders. A numeric log is kept that lists purchase orders that have been distributed and to whom they have been given.

Basic supplies of a routine nature are purchased from a study of options available from the most practical and reasonable sources. These are processed through the HCS purchase order system. It is the policy of HCS Head Start to utilize a purchase order system for supplies. A properly completed purchase order is generally required for each purchase decision.

Authorized purchasers shall complete the purchase order, sign and date. All items ordered shall be listed on the purchase order or on an attached list (the purchase order shall note an attached list). The contractor, date of order, and delivery address shall be listed on the purchase order. After all necessary authorizations the PO carbon copy is sent to fiscal for encumbrances.

Services and maintenance supplies normally do not require a purchase order. Services and maintenance supplies are purchased or contracted on a program needed basis. Once an item is delivered to a site the receiver checks the order against the purchase order, notes any

discrepancies, and marks the order received and dates the packing slip. The white purchase order is then submitted to the Fiscal Assistant in the fiscal department with the original packing slips and all required documentation. Purchase orders and packing slips are attached to the invoices and are reviewed for completeness by the Fiscal Assistant.

Use of Check Requests

All Directors, Managers, Coordinators, and designated supervisors are authorized to submit check requests for expenses related to their program/administrative area. The Chief Financial Officer, Executive Director and/or Accounting Manager also approve check requests. These requests are for expenses that do not fit the PO category.

Credit Cards (what is the difference between major credit cards and store cards)

Credit cards are intended to handle those rare instances when something is needed and a purchase order or check request cannot be used. Any use of charges over \$1,000 shall have pre-approval from the Executive Director. Credit cards shall never be used for personal purposes. It is intended for employee expense items such as travel, hotel accommodations, meals, airfare, etc. It may not be used for contracted services, utilities, legal fees, leases, contracts, etc. Credit cards are kept locked in the fiscal department's safe and only taken out for approved use.

The holders of an Agency credit card have ultimate responsibility for the safety and proper use of the card issued to them. Any request to use the agency's credit cards need to be authorize by credit card holder by using the Credit Card Authorization form found on the Intranet. Any staff requesting the credit cards needs to:

1. Fully Complete Authorization form
2. Obtain approval of HR Manager if costs are to be charged to T&TA funds. Please indicate the Goal, Line # and Program. (Already in the request to attend)
3. Obtain Program Manager/Director Approval for expenditures
4. Obtain Cardholder signature
5. Give one copy to of the credit card request to the cardholder
6. Sign out credit card with completed Credit Card Authorization form
7. Sign in credit card after used, original authorization form needs to be attached to completed P/O and/or Receipt for Credit Card purchases and submitted to Accounts Payable Clerk.

Authorizations and Purchasing Limits

All completed purchases orders must be signed by the preparer and approved by their supervisor prior making any purchases. All purchases in excess of \$10,000 will require approval by the Executive Director and Chief Financial Officer.

Amount of the Purchase	Required Approval	Require Solicitation, quotes our bids	Required Documentation
Micro-purchase < \$3,000	Supervisor or Department Directors	None	PO, packing slips, or receipts
\$3,001 < \$9,999	Supervisor or Department Director,	2 quotes from qualified sources	PO, copies of quotes, packing slips, or receipts
Equipment Purchases as defined on CFR Part §200.33 of \$5,000 and above	Supervisors or, Department Supervisor, CFO, Executive Director as well as require prior approval of funding agency.	3 quotes from qualified sources	Equipment PO, copies of quotes, packing slips, or receipts
\$10,000 and above	Supervisors, Department Supervisor, CFO and Executive Director	3 quotes from qualified sources	PO, copies of quotes, packing slips, or receipts

***§200.33 Equipment**

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

Sealed Bids

All Purchase decisions of \$150,000 or more shall be made by obtaining competitive proposals from at least three (3) responsible contractors. Sealed bids or Competitive Proposals shall be utilized when required by a Federal-awarding agency. Procurement records shall be maintained and include:

1. Basis for contractor selection
2. Justification for lack of competition when competitive bids or offers are not obtained
3. Basis for award cost or price

Solicitations for goods and services (requests for proposals) should provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features, which unduly restrict competition.
2. Requirements which the bidder must fulfill and all other factors to be used in evaluating bids or proposals (see the next section entitled "Evaluation of Alternative Contractors" for required criteria)
3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitations.
5. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
6. A description of the proper format, if any, in which proposals must be submitted, including the name of the HCS Head Start staff person to whom proposals should be sent.
7. The time and date by which proposals are due.
8. Required delivery or performance dates/schedules.
9. Clear indications of the quantity (ies) requested and unit(s) of measure.

Special Purchasing Conditions

Emergencies:

Where equipment, materials, parts, and/or services are needed, quotations will not be necessary if the health, welfare, safety, etc., of staff and protection of organization property is involved.

Single Distributor/Source:

Where there is only one distributor for merchandise needed and no other product meets the stated needs or specifications quotations will not be necessary. Documentation will be provided substantiating the sole source and authorization received from the Executive Director.

Non-Discrimination Policy

All contractors who are the recipients of Organization funds, or who propose to perform any work or furnish any goods under agreements with HCS Head Start shall agree to these important principles:

1. Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
2. Contractors are informed of the need to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Notices, advertisement and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting the intent of this section.

All contractors who are the recipients of organization funds, or who propose to perform any work or furnish any goods under agreements with HCS Head Start shall comply with the contract provisions of the following as applicable:

1. Equal Employment Opportunity
2. Copeland Anti-kickback Act
3. Davis-Bacon Act
4. Byrd Anti-Lobbing Amendment
5. Clean Air Act
6. Contract work hours and safety standards
7. Rights to inventions made under a contract
8. Debarment and suspension
9. Byrd Anti-Lobbying Amendment

Debarment and Suspension

It is the HCS Head Start policy not to do business with individuals or businesses who have been debarred or suspended to receive any Federal funds. The Fiscal Department will periodically check the contractors list against the Federal government debarment and suspension list to meet this requirement.

Federal Labor Standards Provisions

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

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 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 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 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 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, safety, 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.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
WILLIAM D MCKINNEY
Director

Awarding Authority: Springfield Office of Procurement
Contract Number: City/Town: SPRINGFIELD
Description of Work: Exterior historic preservation repair to Head Start building in Springfield.
Job Location: 30 Madison Avenue, Springfield MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 from the Department of Labor Standards ("DLS") 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 any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person 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 DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- 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. Awarding authorities are required to request these updates 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, 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. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to 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. A sample of a payroll reporting form may be obtained at <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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- 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

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>	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$30.33	\$7.60	\$12.50	\$0.00	\$50.43
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$30.25	\$7.60	\$10.62	\$0.00	\$48.47
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	06/01/2017	\$31.41	\$11.50	\$6.60	\$0.00	\$49.51
	12/01/2017	\$32.31	\$11.50	\$6.60	\$0.00	\$50.41
	06/01/2018	\$33.21	\$11.50	\$6.60	\$0.00	\$51.31
	12/01/2018	\$34.11	\$11.50	\$6.60	\$0.00	\$52.21
	06/01/2019	\$35.01	\$11.50	\$6.60	\$0.00	\$53.11
	12/01/2019	\$35.91	\$11.50	\$6.60	\$0.00	\$54.01
	06/01/2020	\$36.81	\$11.50	\$6.60	\$0.00	\$54.91
	12/01/2020	\$37.71	\$11.50	\$6.60	\$0.00	\$55.81
ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.35	\$10.79	\$12.75	\$0.00	\$56.89
	12/01/2017	\$33.95	\$10.79	\$13.02	\$0.00	\$57.76
	06/01/2018	\$34.56	\$10.79	\$13.29	\$0.00	\$58.64
	12/01/2018	\$35.16	\$10.79	\$13.56	\$0.00	\$59.51
	06/01/2019	\$35.67	\$10.79	\$13.83	\$0.00	\$60.29
	12/01/2019	\$36.27	\$10.79	\$14.10	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$30.33	\$7.60	\$12.50	\$0.00	\$50.43
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$30.25	\$7.60	\$10.62	\$0.00	\$48.47
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
2	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
3	70	\$30.04	\$6.97	\$11.35	\$0.00	\$48.36
4	75	\$32.19	\$6.97	\$12.16	\$0.00	\$51.32
5	80	\$34.34	\$6.97	\$12.97	\$0.00	\$54.28
6	85	\$36.48	\$6.97	\$13.78	\$0.00	\$57.23
7	90	\$38.63	\$6.97	\$14.59	\$0.00	\$60.19
8	95	\$40.77	\$6.97	\$15.40	\$0.00	\$63.14

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)</i>	09/01/2017	\$40.56	\$10.75	\$17.51	\$0.00	\$68.82
	03/01/2018	\$41.19	\$10.75	\$17.51	\$0.00	\$69.45
	08/01/2018	\$42.54	\$10.75	\$17.64	\$0.00	\$70.93
	02/01/2019	\$43.09	\$10.75	\$17.64	\$0.00	\$71.48
	08/01/2019	\$44.44	\$10.75	\$17.78	\$0.00	\$72.97
	02/01/2020	\$44.99	\$10.75	\$17.78	\$0.00	\$73.52
	08/01/2020	\$46.34	\$10.75	\$17.93	\$0.00	\$75.02
	02/01/2021	\$46.89	\$10.75	\$17.93	\$0.00	\$75.57
	08/01/2021	\$48.29	\$10.75	\$18.09	\$0.00	\$77.13
	02/01/2022	\$48.82	\$10.75	\$18.09	\$0.00	\$77.66

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.28	\$10.75	\$17.51	\$0.00	\$48.54
2	60	\$24.34	\$10.75	\$17.51	\$0.00	\$52.60
3	70	\$28.39	\$10.75	\$17.51	\$0.00	\$56.65
4	80	\$32.45	\$10.75	\$17.51	\$0.00	\$60.71
5	90	\$36.50	\$10.75	\$17.51	\$0.00	\$64.76

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.60	\$10.75	\$17.51	\$0.00	\$48.86
2	60	\$24.71	\$10.75	\$17.51	\$0.00	\$52.97
3	70	\$28.83	\$10.75	\$17.51	\$0.00	\$57.09
4	80	\$32.95	\$10.75	\$17.51	\$0.00	\$61.21
5	90	\$37.07	\$10.75	\$17.51	\$0.00	\$65.33

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
ENGINEERS LOCAL 98	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$37.45	\$7.60	\$14.35	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
CARPENTER CARPENTERS LOCAL 108 - HAMPDEN HAMPSHIRE FRANKLIN	09/04/2017	\$35.56	\$8.26	\$15.00	\$0.00	\$58.82
	03/05/2018	\$36.56	\$8.26	\$15.00	\$0.00	\$59.82
	09/05/2018	\$37.60	\$8.26	\$15.00	\$0.00	\$60.86
	03/04/2019	\$38.64	\$8.26	\$15.00	\$0.00	\$61.90

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Local 108 Hampden Hampshire Franklin

Effective Date - 09/04/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.78	\$8.26	\$1.22	\$0.00	\$27.26
2	60	\$21.34	\$8.26	\$1.22	\$0.00	\$30.82
3	70	\$24.89	\$8.26	\$11.34	\$0.00	\$44.49
4	75	\$26.67	\$8.26	\$11.34	\$0.00	\$46.27
5	80	\$28.45	\$8.26	\$12.56	\$0.00	\$49.27
6	80	\$28.45	\$8.26	\$12.56	\$0.00	\$49.27
7	90	\$32.00	\$8.26	\$13.78	\$0.00	\$54.04
8	90	\$32.00	\$8.26	\$13.78	\$0.00	\$54.04

Effective Date - 03/05/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.28	\$8.26	\$1.22	\$0.00	\$27.76
2	60	\$21.94	\$8.26	\$1.22	\$0.00	\$31.42
3	70	\$25.59	\$8.26	\$11.34	\$0.00	\$45.19
4	75	\$27.42	\$8.26	\$11.34	\$0.00	\$47.02
5	80	\$29.25	\$8.26	\$12.56	\$0.00	\$50.07
6	80	\$29.25	\$8.26	\$12.56	\$0.00	\$50.07
7	90	\$32.90	\$8.26	\$13.78	\$0.00	\$54.94
8	90	\$32.90	\$8.26	\$13.78	\$0.00	\$54.94

Notes:

** 1: 1-5/2: 6-8/3:9-11/Steps: 6 mos (600 hrs)/rates by step

Apprentice to Journeyworker Ratio:**

CEMENT MASONRY/PLASTERING	07/01/2017	\$40.70	\$12.15	\$14.56	\$1.30	\$68.71
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	01/01/2018	\$41.34	\$12.15	\$14.56	\$1.30	\$69.35
	07/01/2018	\$42.80	\$12.15	\$14.56	\$1.30	\$70.81
	01/01/2019	\$43.38	\$12.15	\$14.56	\$1.30	\$71.39
	07/01/2019	\$44.85	\$12.15	\$14.56	\$1.30	\$72.86
	01/01/2020	\$45.42	\$12.15	\$14.56	\$1.30	\$73.43

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield

Effective Date - 07/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.35	\$12.15	\$12.33	\$0.00	\$44.83
2	60	\$24.42	\$12.15	\$14.56	\$1.30	\$52.43
3	65	\$26.46	\$12.15	\$14.56	\$1.30	\$54.47
4	70	\$28.49	\$12.15	\$14.56	\$1.30	\$56.50
5	75	\$30.53	\$12.15	\$14.56	\$1.30	\$58.54
6	80	\$32.56	\$12.15	\$14.56	\$1.30	\$60.57
7	90	\$36.63	\$12.15	\$14.56	\$1.30	\$64.64

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.67	\$12.15	\$12.33	\$0.00	\$45.15
2	60	\$24.80	\$12.15	\$14.56	\$1.30	\$52.81
3	65	\$26.87	\$12.15	\$14.56	\$1.30	\$54.88
4	70	\$28.94	\$12.15	\$14.56	\$1.30	\$56.95
5	75	\$31.01	\$12.15	\$14.56	\$1.30	\$59.02
6	80	\$33.07	\$12.15	\$14.56	\$1.30	\$61.08
7	90	\$37.21	\$12.15	\$14.56	\$1.30	\$65.22

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 98	06/01/2017	\$33.35	\$10.79	\$12.75	\$0.00	\$56.89
	12/01/2017	\$33.95	\$10.79	\$13.02	\$0.00	\$57.76
	06/01/2018	\$34.56	\$10.79	\$13.29	\$0.00	\$58.64
	12/01/2018	\$35.16	\$10.79	\$13.56	\$0.00	\$59.51
	06/01/2019	\$35.67	\$10.79	\$13.83	\$0.00	\$60.29
	12/01/2019	\$36.27	\$10.79	\$14.10	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR OPERATING ENGINEERS LOCAL 98	06/01/2017	\$37.38	\$10.79	\$12.75	\$0.00	\$60.92
	12/01/2017	\$37.98	\$10.79	\$13.02	\$0.00	\$61.79
	06/01/2018	\$38.59	\$10.79	\$13.29	\$0.00	\$62.67
	12/01/2018	\$39.19	\$10.79	\$13.56	\$0.00	\$63.54
	06/01/2019	\$39.70	\$10.79	\$13.83	\$0.00	\$64.32
	12/01/2019	\$40.30	\$10.79	\$14.10	\$0.00	\$65.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 3	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
	12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
	06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
	12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
	12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
	12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
	06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
	12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
	06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
	12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
	06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
	12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
	12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
	12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
	06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
	12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
	06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
For apprentice rates see "Apprentice- PILE DRIVER"						
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	07/02/2017	\$40.01	\$9.60	\$11.20	\$0.00	\$60.81
	12/31/2017	\$40.51	\$10.00	\$11.42	\$0.00	\$61.93
	07/01/2018	\$41.21	\$10.25	\$11.74	\$0.00	\$63.20
	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *ELECTRICIAN - Local 7*

Effective Date - 07/02/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.00	\$5.25	\$0.48	\$0.00	\$21.73
2	45	\$18.00	\$5.25	\$0.54	\$0.00	\$23.79
3	50	\$20.01	\$9.60	\$6.90	\$0.00	\$36.51
4	55	\$22.01	\$9.60	\$6.96	\$0.00	\$38.57
5	65	\$26.01	\$9.60	\$8.08	\$0.00	\$43.69
6	70	\$28.01	\$9.60	\$9.14	\$0.00	\$46.75

Effective Date - 12/31/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.20	\$5.40	\$0.49	\$0.00	\$22.09
2	45	\$18.23	\$5.40	\$0.55	\$0.00	\$24.18
3	50	\$20.26	\$10.00	\$6.91	\$0.00	\$37.17
4	55	\$22.28	\$10.00	\$6.97	\$0.00	\$39.25
5	65	\$26.33	\$10.00	\$8.09	\$0.00	\$44.42
6	70	\$28.36	\$10.00	\$9.15	\$0.00	\$47.51

Notes:

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

Apprentice to Journeyworker Ratio:2:3****

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2017	\$49.90	\$15.28	\$15.71	\$0.00	\$80.89
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Apprentice - *ELEVATOR CONSTRUCTOR - Local 41*

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.95	\$15.28	\$15.71	\$0.00	\$55.94
2	55	\$27.45	\$15.28	\$15.71	\$0.00	\$58.44
3	65	\$32.44	\$15.28	\$15.71	\$0.00	\$63.43
4	70	\$34.93	\$15.28	\$15.71	\$0.00	\$65.92
5	80	\$39.92	\$15.28	\$15.71	\$0.00	\$70.91

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 41</i>	01/01/2017	\$34.93	\$15.28	\$15.71	\$0.00	\$65.92
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	07/02/2017	\$40.01	\$9.60	\$11.20	\$0.00	\$60.81
	12/31/2017	\$40.51	\$10.00	\$11.42	\$0.00	\$61.93
	07/01/2018	\$41.21	\$10.25	\$11.74	\$0.00	\$63.20
	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 7</i>	07/02/2017	\$40.01	\$9.60	\$11.20	\$0.00	\$60.81
	12/31/2017	\$40.51	\$10.00	\$11.42	\$0.00	\$61.93
	07/01/2018	\$41.21	\$10.25	\$11.74	\$0.00	\$63.20
	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.35	\$10.79	\$12.75	\$0.00	\$56.89
	12/01/2017	\$33.95	\$10.79	\$13.02	\$0.00	\$57.76
	06/01/2018	\$34.56	\$10.79	\$13.29	\$0.00	\$58.64
	12/01/2018	\$35.16	\$10.79	\$13.56	\$0.00	\$59.51
	06/01/2019	\$35.67	\$10.79	\$13.83	\$0.00	\$60.29
	12/01/2019	\$36.27	\$10.79	\$14.10	\$0.00	\$61.16

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.01	\$10.79	\$12.75	\$0.00	\$43.55
2	70	\$23.35	\$10.79	\$12.75	\$0.00	\$46.89
3	80	\$26.68	\$10.79	\$12.75	\$0.00	\$50.22
4	90	\$30.02	\$10.79	\$12.75	\$0.00	\$53.56

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.37	\$10.79	\$13.02	\$0.00	\$44.18
2	70	\$23.77	\$10.79	\$13.02	\$0.00	\$47.58
3	80	\$27.16	\$10.79	\$13.02	\$0.00	\$50.97
4	90	\$30.56	\$10.79	\$13.02	\$0.00	\$54.37

Notes:

Steps 1-2 are 1000 hrs.; Steps 3-4 are 2000 hrs.

Apprentice to Journeyworker Ratio:1:6

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2016	\$20.50	\$7.60	\$10.62	\$0.00	\$38.72
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE III	03/01/2016	\$32.60	\$8.55	\$14.42	\$0.00	\$55.57

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.30	\$8.55	\$1.20	\$0.00	\$26.05
2	55	\$17.93	\$8.55	\$1.20	\$0.00	\$27.68
3	60	\$19.56	\$8.55	\$10.82	\$0.00	\$38.93
4	65	\$21.19	\$8.55	\$10.82	\$0.00	\$40.56
5	70	\$22.82	\$8.55	\$12.02	\$0.00	\$43.39
6	75	\$24.45	\$8.55	\$12.02	\$0.00	\$45.02
7	80	\$26.08	\$8.55	\$13.22	\$0.00	\$47.85
8	85	\$27.71	\$8.55	\$13.22	\$0.00	\$49.48

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT OPERATING ENGINEERS LOCAL 98	06/01/2017	\$33.57	\$10.79	\$12.75	\$0.00	\$57.11
	12/01/2017	\$34.17	\$10.79	\$13.02	\$0.00	\$57.98
	06/01/2018	\$34.78	\$10.79	\$13.29	\$0.00	\$58.86
	12/01/2018	\$35.38	\$10.79	\$13.56	\$0.00	\$59.73
	06/01/2019	\$35.89	\$10.79	\$13.83	\$0.00	\$60.51
	12/01/2019	\$36.49	\$10.79	\$14.10	\$0.00	\$61.38

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS OPERATING ENGINEERS LOCAL 98	06/01/2017	\$30.12	\$10.79	\$12.75	\$0.00	\$53.66
	12/01/2017	\$30.72	\$10.79	\$13.02	\$0.00	\$54.53
	06/01/2018	\$31.33	\$10.79	\$13.29	\$0.00	\$55.41
	12/01/2018	\$31.93	\$10.79	\$13.56	\$0.00	\$56.28
	06/01/2019	\$32.44	\$10.79	\$13.83	\$0.00	\$57.06
	12/01/2019	\$33.04	\$10.79	\$14.10	\$0.00	\$57.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333	06/01/2017	\$36.28	\$10.25	\$8.95	\$0.00	\$55.48
	06/01/2018	\$37.18	\$10.40	\$9.35	\$0.00	\$56.93
	06/01/2019	\$38.18	\$10.60	\$9.90	\$0.00	\$58.68
	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.14	\$10.25	\$1.45	\$0.00	\$29.84
2	56	\$20.41	\$10.25	\$1.45	\$0.00	\$32.11
3	63	\$22.68	\$10.25	\$1.95	\$0.00	\$34.88
4	69	\$24.94	\$10.25	\$1.95	\$0.00	\$37.14
5	75	\$27.21	\$10.25	\$2.45	\$0.00	\$39.91
6	81	\$29.48	\$10.25	\$2.45	\$0.00	\$42.18
7	88	\$31.75	\$10.25	\$8.95	\$0.00	\$50.95
8	94	\$34.01	\$10.25	\$8.95	\$0.00	\$53.21

Effective Date - 06/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.59	\$10.40	\$1.60	\$0.00	\$30.59
2	56	\$20.91	\$10.40	\$1.60	\$0.00	\$32.91
3	63	\$23.24	\$10.40	\$2.10	\$0.00	\$35.74
4	69	\$25.56	\$10.40	\$2.10	\$0.00	\$38.06
5	75	\$27.89	\$10.40	\$2.60	\$0.00	\$40.89
6	81	\$30.21	\$10.40	\$2.60	\$0.00	\$43.21
7	88	\$32.53	\$10.40	\$9.35	\$0.00	\$52.28
8	94	\$34.86	\$10.40	\$9.35	\$0.00	\$54.61

Notes:

Apprentice to Journeyworker Ratio:1:3

GRADER/TRENCHING MACHINE/DERRICK OPERATING ENGINEERS LOCAL 98	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	07/01/2017	\$32.24	\$10.64	\$16.22	\$1.77	\$60.87
	01/01/2018	\$32.99	\$10.64	\$16.22	\$1.77	\$61.62
	07/01/2018	\$33.74	\$10.64	\$16.22	\$1.77	\$62.37
	01/01/2019	\$34.74	\$10.64	\$16.22	\$1.77	\$63.37
	07/01/2019	\$35.74	\$10.64	\$16.22	\$1.77	\$64.37
	01/01/2020	\$36.99	\$10.64	\$16.22	\$1.77	\$65.62

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i>	07/02/2017	\$40.01	\$9.60	\$11.20	\$0.00	\$60.81
	12/31/2017	\$40.51	\$10.00	\$11.42	\$0.00	\$61.93
	07/01/2018	\$41.21	\$10.25	\$11.74	\$0.00	\$63.20
	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	07/01/2017	\$32.24	\$10.64	\$16.22	\$1.77	\$60.87
	01/01/2018	\$32.99	\$10.64	\$16.22	\$1.77	\$61.62
	07/01/2018	\$33.74	\$10.64	\$16.22	\$1.77	\$62.37
	01/01/2019	\$34.74	\$10.64	\$16.22	\$1.77	\$63.37
	07/01/2019	\$35.74	\$10.64	\$16.22	\$1.77	\$64.37
	01/01/2020	\$36.99	\$10.64	\$16.22	\$1.77	\$65.62
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	09/17/2017	\$39.26	\$8.50	\$15.30	\$0.00	\$63.06
	03/17/2018	\$40.01	\$8.50	\$15.30	\$0.00	\$63.81
	09/17/2018	\$40.76	\$8.50	\$15.30	\$0.00	\$64.56
	03/17/2019	\$41.51	\$8.50	\$15.30	\$0.00	\$65.31
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	09/17/2017	\$39.26	\$8.50	\$15.30	\$0.00	\$63.06
	03/17/2018	\$40.01	\$8.50	\$15.30	\$0.00	\$63.81
	09/17/2018	\$40.76	\$8.50	\$15.30	\$0.00	\$64.56
	03/17/2019	\$41.51	\$8.50	\$15.30	\$0.00	\$65.31
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$30.25	\$7.60	\$10.62	\$0.00	\$48.47
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2017	\$37.67	\$11.75	\$14.20	\$0.00	\$63.62
	09/01/2018	\$39.47	\$11.75	\$14.20	\$0.00	\$65.42
	09/01/2019	\$41.47	\$11.75	\$14.20	\$0.00	\$67.42

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.84	\$11.75	\$10.45	\$0.00	\$41.04
2	60	\$22.60	\$11.75	\$11.20	\$0.00	\$45.55
3	70	\$26.37	\$11.75	\$11.95	\$0.00	\$50.07
4	80	\$30.14	\$11.75	\$12.70	\$0.00	\$54.59

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.74	\$11.75	\$10.45	\$0.00	\$41.94
2	60	\$23.68	\$11.75	\$11.20	\$0.00	\$46.63
3	70	\$27.63	\$11.75	\$11.95	\$0.00	\$51.33
4	80	\$31.58	\$11.75	\$12.70	\$0.00	\$56.03

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)	03/16/2017	\$32.39	\$7.80	\$19.60	\$0.00	\$59.79
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Apprentice - IRONWORKER - Local 7 Springfield

Effective Date - 03/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.43	\$7.80	\$19.60	\$0.00	\$46.83
2	70	\$22.67	\$7.80	\$19.60	\$0.00	\$50.07
3	75	\$24.29	\$7.80	\$19.60	\$0.00	\$51.69
4	80	\$25.91	\$7.80	\$19.60	\$0.00	\$53.31
5	85	\$27.53	\$7.80	\$19.60	\$0.00	\$54.93
6	90	\$29.15	\$7.80	\$19.60	\$0.00	\$56.55

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
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For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 3 (BUILDING & SITE)	12/05/2016	\$29.58	\$7.60	\$12.50	\$0.00	\$49.68
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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 12/05/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.75	\$7.60	\$12.50	\$0.00	\$37.85
2	70	\$20.71	\$7.60	\$12.50	\$0.00	\$40.81
3	80	\$23.66	\$7.60	\$12.50	\$0.00	\$43.76
4	90	\$26.62	\$7.60	\$12.50	\$0.00	\$46.72

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2016	\$29.50	\$7.60	\$10.62	\$0.00	\$47.72
<i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>						

Apprentice - LABORER (Heavy & Highway) - Zone 3

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.70	\$7.60	\$10.62	\$0.00	\$35.92
2	70	\$20.65	\$7.60	\$10.62	\$0.00	\$38.87
3	80	\$23.60	\$7.60	\$10.62	\$0.00	\$41.82
4	90	\$26.55	\$7.60	\$10.62	\$0.00	\$44.77

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/05/2016	\$29.58	\$7.60	\$12.50	\$0.00	\$49.68
<i>LABORERS - ZONE 3 (BUILDING & SITE)</i>						

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
<i>LABORERS - ZONE 3 (BUILDING & SITE)</i>						

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2017	\$30.18	\$7.60	\$12.77	\$0.00	\$50.55
<i>LABORERS - ZONE 3 (BUILDING & SITE)</i>						
	12/01/2017	\$30.94	\$7.60	\$12.77	\$0.00	\$51.31
	06/01/2018	\$31.72	\$7.60	\$12.77	\$0.00	\$52.09
	12/01/2018	\$32.49	\$7.60	\$12.77	\$0.00	\$52.86
	06/01/2019	\$33.30	\$7.60	\$12.77	\$0.00	\$53.67
	12/01/2019	\$34.11	\$7.60	\$12.77	\$0.00	\$54.48

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER	12/05/2016	\$30.58	\$7.60	\$12.50	\$0.00	\$50.68
<i>LABORERS - ZONE 3 (BUILDING & SITE)</i>						

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY)	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
<i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>						

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.58	\$7.60	\$12.50	\$0.00	\$49.68
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.58	\$7.60	\$12.50	\$0.00	\$49.68
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>	09/01/2017	\$33.67	\$10.75	\$17.15	\$0.00	\$61.57
	03/01/2018	\$34.17	\$10.75	\$17.15	\$0.00	\$62.07
	08/01/2018	\$35.17	\$10.75	\$17.26	\$0.00	\$63.18
	02/01/2019	\$35.67	\$10.75	\$17.26	\$0.00	\$63.68
	08/01/2019	\$36.67	\$10.75	\$17.37	\$0.00	\$64.79
	02/01/2020	\$37.17	\$10.75	\$17.37	\$0.00	\$65.29
	08/01/2020	\$38.17	\$10.75	\$17.49	\$0.00	\$66.41
	02/01/2021	\$38.67	\$10.75	\$17.49	\$0.00	\$66.91
	08/01/2021	\$39.67	\$10.75	\$17.62	\$0.00	\$68.04
	02/01/2022	\$40.12	\$10.75	\$17.62	\$0.00	\$68.49

Apprentice - MARBLE-TILE FINISHER-Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.84	\$10.75	\$17.15	\$0.00	\$44.74
2	60	\$20.20	\$10.75	\$17.15	\$0.00	\$48.10
3	70	\$23.57	\$10.75	\$17.15	\$0.00	\$51.47
4	80	\$26.94	\$10.75	\$17.15	\$0.00	\$54.84
5	90	\$30.30	\$10.75	\$17.15	\$0.00	\$58.20

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.09	\$10.75	\$17.15	\$0.00	\$44.99
2	60	\$20.50	\$10.75	\$17.15	\$0.00	\$48.40
3	70	\$23.92	\$10.75	\$17.15	\$0.00	\$51.82
4	80	\$27.34	\$10.75	\$17.15	\$0.00	\$55.24
5	90	\$30.75	\$10.75	\$17.15	\$0.00	\$58.65

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2017	\$52.10	\$10.75	\$19.35	\$0.00	\$82.20
	02/01/2018	\$52.78	\$10.75	\$19.35	\$0.00	\$82.88
	08/01/2018	\$54.13	\$10.75	\$19.48	\$0.00	\$84.36
	02/01/2019	\$54.75	\$10.75	\$19.48	\$0.00	\$84.98
	08/01/2019	\$56.10	\$10.75	\$19.62	\$0.00	\$86.47
	02/01/2020	\$56.73	\$10.75	\$19.62	\$0.00	\$87.10
	08/01/2020	\$58.08	\$10.75	\$19.77	\$0.00	\$88.60
	02/01/2021	\$58.72	\$10.75	\$19.77	\$0.00	\$89.24
	08/01/2021	\$60.12	\$10.75	\$19.93	\$0.00	\$90.80
02/01/2022	\$60.69	\$10.75	\$19.93	\$0.00	\$91.37	

Apprentice - MARBLE-TILE-TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.05	\$10.75	\$19.35	\$0.00	\$56.15
2	60	\$31.26	\$10.75	\$19.35	\$0.00	\$61.36
3	70	\$36.47	\$10.75	\$19.35	\$0.00	\$66.57
4	80	\$41.68	\$10.75	\$19.35	\$0.00	\$71.78
5	90	\$46.89	\$10.75	\$19.35	\$0.00	\$76.99

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.39	\$10.75	\$19.35	\$0.00	\$56.49
2	60	\$31.67	\$10.75	\$19.35	\$0.00	\$61.77
3	70	\$36.95	\$10.75	\$19.35	\$0.00	\$67.05
4	80	\$42.22	\$10.75	\$19.35	\$0.00	\$72.32
5	90	\$47.50	\$10.75	\$19.35	\$0.00	\$77.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 98	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANIC/WELDER/BOOM TRUCK OPERATING ENGINEERS LOCAL 98	06/01/2017	\$33.35	\$10.79	\$12.75	\$0.00	\$56.89
	12/01/2017	\$33.95	\$10.79	\$13.02	\$0.00	\$57.76
	06/01/2018	\$34.56	\$10.79	\$13.29	\$0.00	\$58.64
	12/01/2018	\$35.16	\$10.79	\$13.56	\$0.00	\$59.51
	06/01/2019	\$35.67	\$10.79	\$13.83	\$0.00	\$60.29
	12/01/2019	\$36.27	\$10.79	\$14.10	\$0.00	\$61.16

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MILLWRIGHT (Zone 3) MILLWRIGHTS LOCAL 1121 - Zone 3	04/01/2017	\$33.81	\$9.90	\$18.50	\$0.00	\$62.21
	10/01/2017	\$34.64	\$9.90	\$18.50	\$0.00	\$63.04
	04/01/2018	\$35.46	\$9.90	\$18.50	\$0.00	\$63.86
	10/01/2018	\$36.29	\$9.90	\$18.50	\$0.00	\$64.69
	04/01/2019	\$37.11	\$9.90	\$18.50	\$0.00	\$65.51

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$18.60	\$9.90	\$5.31	\$0.00	\$33.81
2	65	\$21.98	\$9.90	\$15.13	\$0.00	\$47.01
3	75	\$25.36	\$9.90	\$16.10	\$0.00	\$51.36
4	85	\$28.74	\$9.90	\$17.06	\$0.00	\$55.70

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.05	\$9.90	\$5.31	\$0.00	\$34.26
2	65	\$22.52	\$9.90	\$15.13	\$0.00	\$47.55
3	75	\$25.98	\$9.90	\$16.10	\$0.00	\$51.98
4	85	\$29.44	\$9.90	\$17.06	\$0.00	\$56.40

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 3 (BUILDING & SITE)	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
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For apprentice rates see "Apprentice- LABORER"

OILER OPERATING ENGINEERS LOCAL 98	06/01/2017	\$29.04	\$10.79	\$12.75	\$0.00	\$52.58
	12/01/2017	\$29.64	\$10.79	\$13.02	\$0.00	\$53.45
	06/01/2018	\$30.25	\$10.79	\$13.29	\$0.00	\$54.33
	12/01/2018	\$30.85	\$10.79	\$13.56	\$0.00	\$55.20
	06/01/2019	\$31.36	\$10.79	\$13.83	\$0.00	\$55.98
	12/01/2019	\$31.96	\$10.79	\$14.10	\$0.00	\$56.85

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS VI OPERATING ENGINEERS LOCAL 98	06/01/2017	\$27.06	\$10.79	\$12.75	\$0.00	\$50.60
	12/01/2017	\$27.66	\$10.79	\$13.02	\$0.00	\$51.47
	06/01/2018	\$28.27	\$10.79	\$13.29	\$0.00	\$52.35
	12/01/2018	\$28.87	\$10.79	\$13.56	\$0.00	\$53.22
	06/01/2019	\$29.38	\$10.79	\$13.83	\$0.00	\$54.00
	12/01/2019	\$29.98	\$10.79	\$14.10	\$0.00	\$54.87

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 3	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2017	\$34.68	\$7.85	\$12.30	\$0.00	\$54.83
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.34	\$7.85	\$0.00	\$0.00	\$25.19
2	55	\$19.07	\$7.85	\$1.57	\$0.00	\$28.49
3	60	\$20.81	\$7.85	\$1.71	\$0.00	\$30.37
4	65	\$22.54	\$7.85	\$1.85	\$0.00	\$32.24
5	70	\$24.28	\$7.85	\$11.45	\$0.00	\$43.58
6	75	\$26.01	\$7.85	\$11.59	\$0.00	\$45.45
7	80	\$27.74	\$7.85	\$11.73	\$0.00	\$47.32
8	90	\$31.21	\$7.85	\$12.02	\$0.00	\$51.08

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2017	\$32.00	\$7.85	\$12.30	\$0.00	\$52.15
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PAINTERS LOCAL 35 - ZONE 3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.00	\$7.85	\$0.00	\$0.00	\$23.85
2	55	\$17.60	\$7.85	\$1.57	\$0.00	\$27.02
3	60	\$19.20	\$7.85	\$1.71	\$0.00	\$28.76
4	65	\$20.80	\$7.85	\$1.85	\$0.00	\$30.50
5	70	\$22.40	\$7.85	\$11.45	\$0.00	\$41.70
6	75	\$24.00	\$7.85	\$11.59	\$0.00	\$43.44
7	80	\$25.60	\$7.85	\$11.73	\$0.00	\$45.18
8	90	\$28.80	\$7.85	\$12.02	\$0.00	\$48.67

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2017	\$33.28	\$7.85	\$12.30	\$0.00	\$53.43
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* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.64	\$7.85	\$0.00	\$0.00	\$24.49
2	55	\$18.30	\$7.85	\$1.57	\$0.00	\$27.72
3	60	\$19.97	\$7.85	\$1.71	\$0.00	\$29.53
4	65	\$21.63	\$7.85	\$1.85	\$0.00	\$31.33
5	70	\$23.30	\$7.85	\$11.45	\$0.00	\$42.60
6	75	\$24.96	\$7.85	\$11.59	\$0.00	\$44.40
7	80	\$26.62	\$7.85	\$11.73	\$0.00	\$46.20
8	90	\$29.95	\$7.85	\$12.02	\$0.00	\$49.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2017	\$30.60	\$7.85	\$12.30	\$0.00	\$50.75
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PAINTERS LOCAL 35 - ZONE 3

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.30	\$7.85	\$0.00	\$0.00	\$23.15
2	55	\$16.83	\$7.85	\$1.57	\$0.00	\$26.25
3	60	\$18.36	\$7.85	\$1.71	\$0.00	\$27.92
4	65	\$19.89	\$7.85	\$1.85	\$0.00	\$29.59
5	70	\$21.42	\$7.85	\$11.45	\$0.00	\$40.72
6	75	\$22.95	\$7.85	\$11.59	\$0.00	\$42.39
7	80	\$24.48	\$7.85	\$11.73	\$0.00	\$44.06
8	90	\$27.54	\$7.85	\$12.02	\$0.00	\$47.41

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2016	\$29.50	\$7.60	\$10.62	\$0.00	\$47.72
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 3)	08/31/2015	\$39.00	\$9.80	\$18.17	\$0.00	\$66.97
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 3)	08/31/2015	\$39.00	\$9.80	\$18.17	\$0.00	\$66.97

Apprentice - PILE DRIVER - Local 56 Zone 3

Effective Date - 08/31/2015

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

Notes: Apprentice wages shall be no less than the following Steps;

(Same as set in Zone 1)

1\$50.05/2\$54.25/3\$58.46/4\$60.56/5\$62.66/6\$62.66/7\$66.87/8\$66.87

Apprentice to Journeyworker Ratio:1:3

PIPELAYER LABORERS - ZONE 3 (BUILDING & SITE)	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PLUMBER & PIPEFITTER PLUMBERS & PIPEFITTERS LOCAL 104	09/17/2017	\$39.26	\$8.50	\$15.30	\$0.00	\$63.06
	03/17/2018	\$40.01	\$8.50	\$15.30	\$0.00	\$63.81
	09/17/2018	\$40.76	\$8.50	\$15.30	\$0.00	\$64.56
	03/17/2019	\$41.51	\$8.50	\$15.30	\$0.00	\$65.31

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER/PIPEFITTER - Local 104

Effective Date - 09/17/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$17.67	\$8.50	\$9.05	\$0.00	\$35.22
2	50	\$19.63	\$8.50	\$9.05	\$0.00	\$37.18
3	55	\$21.59	\$8.50	\$9.05	\$0.00	\$39.14
4	60	\$23.56	\$8.50	\$9.05	\$0.00	\$41.11
5	65	\$25.52	\$8.50	\$9.05	\$0.00	\$43.07
6	70	\$27.48	\$8.50	\$9.05	\$0.00	\$45.03
7	75	\$29.45	\$8.50	\$9.05	\$0.00	\$47.00
8	80	\$31.41	\$8.50	\$9.05	\$0.00	\$48.96
9	80	\$31.41	\$8.50	\$15.30	\$0.00	\$55.21
10	80	\$31.41	\$8.50	\$15.30	\$0.00	\$55.21

Effective Date - 03/17/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.00	\$8.50	\$9.05	\$0.00	\$35.55
2	50	\$20.01	\$8.50	\$9.05	\$0.00	\$37.56
3	55	\$22.01	\$8.50	\$9.05	\$0.00	\$39.56
4	60	\$24.01	\$8.50	\$9.05	\$0.00	\$41.56
5	65	\$26.01	\$8.50	\$9.05	\$0.00	\$43.56
6	70	\$28.01	\$8.50	\$9.05	\$0.00	\$45.56
7	75	\$30.01	\$8.50	\$9.05	\$0.00	\$47.56
8	80	\$32.01	\$8.50	\$9.05	\$0.00	\$49.56
9	80	\$32.01	\$8.50	\$15.30	\$0.00	\$55.81
10	80	\$32.01	\$8.50	\$15.30	\$0.00	\$55.81

Notes: **1:1,2:5,3:9,4:12

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 104	09/17/2017	\$39.26	\$8.50	\$15.30	\$0.00	\$63.06
	03/17/2018	\$40.01	\$8.50	\$15.30	\$0.00	\$63.81
	09/17/2018	\$40.76	\$8.50	\$15.30	\$0.00	\$64.56
	03/17/2019	\$41.51	\$8.50	\$15.30	\$0.00	\$65.31

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

POWDERMAN & BLASTER LABORERS - ZONE 3 (BUILDING & SITE)	12/05/2016	\$30.58	\$7.60	\$12.50	\$0.00	\$50.68
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For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2016	\$30.50	\$7.60	\$10.62	\$0.00	\$48.72
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.35	\$10.79	\$12.75	\$0.00	\$56.89
	12/01/2017	\$33.95	\$10.79	\$13.02	\$0.00	\$57.76
	06/01/2018	\$34.56	\$10.79	\$13.29	\$0.00	\$58.64
	12/01/2018	\$35.16	\$10.79	\$13.56	\$0.00	\$59.51
	06/01/2019	\$35.67	\$10.79	\$13.83	\$0.00	\$60.29
	12/01/2019	\$36.27	\$10.79	\$14.10	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 404</i>	05/01/2016	\$21.01	\$10.23	\$9.40	\$0.00	\$40.64
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS LOCAL 108 - HAMPDEN HAMPSHIRE FRANKLIN</i>	04/01/2017	\$22.08	\$7.07	\$7.18	\$0.00	\$36.33
	10/01/2017	\$22.63	\$7.07	\$7.18	\$0.00	\$36.88
	04/01/2018	\$23.01	\$7.07	\$7.18	\$0.00	\$37.26
	10/01/2018	\$23.39	\$7.07	\$7.18	\$0.00	\$37.64
	04/01/2019	\$23.78	\$7.07	\$7.18	\$0.00	\$38.03
	10/01/2019	\$24.17	\$7.07	\$7.18	\$0.00	\$38.42

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Residential Wood Frame) - 108 Hampden Hampshire

Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.25	\$7.07	\$0.00	\$0.00	\$20.32
2	60	\$13.25	\$7.07	\$7.18	\$0.00	\$27.50
3	65	\$14.35	\$7.07	\$7.18	\$0.00	\$28.60
4	70	\$15.46	\$7.07	\$7.18	\$0.00	\$29.71
5	75	\$16.56	\$7.07	\$7.18	\$0.00	\$30.81
6	80	\$17.66	\$7.07	\$7.18	\$0.00	\$31.91
7	85	\$18.77	\$7.07	\$7.18	\$0.00	\$33.02
8	90	\$19.87	\$7.07	\$7.18	\$0.00	\$34.12

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.58	\$7.07	\$0.00	\$0.00	\$20.65
2	60	\$13.58	\$7.07	\$7.18	\$0.00	\$27.83
3	65	\$14.71	\$7.07	\$7.18	\$0.00	\$28.96
4	70	\$15.84	\$7.07	\$7.18	\$0.00	\$30.09
5	75	\$16.97	\$7.07	\$7.18	\$0.00	\$31.22
6	80	\$18.10	\$7.07	\$7.18	\$0.00	\$32.35
7	85	\$19.24	\$7.07	\$7.18	\$0.00	\$33.49
8	90	\$20.37	\$7.07	\$7.18	\$0.00	\$34.62

Notes:

** 1: 1-5, 2: 6-8, 3: 9-11

Apprentice to Journeyworker Ratio:**

RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR OPERATING ENGINEERS LOCAL 98	06/01/2017	\$32.74	\$10.79	\$12.75	\$0.00	\$56.28
	12/01/2017	\$33.34	\$10.79	\$13.02	\$0.00	\$57.15
	06/01/2018	\$33.95	\$10.79	\$13.29	\$0.00	\$58.03
	12/01/2018	\$34.55	\$10.79	\$13.56	\$0.00	\$58.90
	06/01/2019	\$35.06	\$10.79	\$13.83	\$0.00	\$59.68
	12/01/2019	\$35.66	\$10.79	\$14.10	\$0.00	\$60.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) ROOFERS LOCAL 248	07/16/2017	\$32.25	\$10.00	\$13.91	\$0.00	\$56.16
	07/16/2018	\$33.65	\$10.00	\$14.01	\$0.00	\$57.66
	07/16/2019	\$35.30	\$10.00	\$14.11	\$0.00	\$59.41
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) ROOFERS LOCAL 248	07/16/2017	\$31.75	\$10.00	\$13.41	\$0.00	\$55.16
	07/16/2018	\$33.15	\$10.00	\$13.51	\$0.00	\$56.66
	07/16/2019	\$34.80	\$10.00	\$13.61	\$0.00	\$58.41

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 248
Effective Date - 07/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.05	\$10.00	\$0.00	\$0.00	\$29.05
2	65	\$20.64	\$10.00	\$13.41	\$0.00	\$44.05
3	70	\$22.23	\$10.00	\$13.41	\$0.00	\$45.64
4	75	\$23.81	\$10.00	\$13.41	\$0.00	\$47.22
5	80	\$25.40	\$10.00	\$13.41	\$0.00	\$48.81
6	85	\$26.99	\$10.00	\$13.41	\$0.00	\$50.40
7	90	\$28.58	\$10.00	\$13.41	\$0.00	\$51.99
8	95	\$30.16	\$10.00	\$13.41	\$0.00	\$53.57

Effective Date - 07/16/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.89	\$10.00	\$0.00	\$0.00	\$29.89
2	65	\$21.55	\$10.00	\$13.51	\$0.00	\$45.06
3	70	\$23.21	\$10.00	\$13.51	\$0.00	\$46.72
4	75	\$24.86	\$10.00	\$13.51	\$0.00	\$48.37
5	80	\$26.52	\$10.00	\$13.51	\$0.00	\$50.03
6	85	\$28.18	\$10.00	\$13.51	\$0.00	\$51.69
7	90	\$29.84	\$10.00	\$13.51	\$0.00	\$53.35
8	95	\$31.49	\$10.00	\$13.51	\$0.00	\$55.00

Notes:

Steps are 750 hrs.Roofer(Tear Off)1:1; Same as above

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE	07/16/2017	\$32.25	\$10.00	\$13.91	\$0.00	\$56.16
ROOFERS LOCAL 248	07/16/2018	\$33.65	\$10.00	\$14.01	\$0.00	\$57.66
	07/16/2019	\$35.30	\$10.00	\$14.11	\$0.00	\$59.41

For apprentice rates see "Apprentice- ROOFER"

SCRAPER	06/01/2017	\$33.35	\$10.79	\$12.75	\$0.00	\$56.89
OPERATING ENGINEERS LOCAL 98	12/01/2017	\$33.95	\$10.79	\$13.02	\$0.00	\$57.76
	06/01/2018	\$34.56	\$10.79	\$13.29	\$0.00	\$58.64
	12/01/2018	\$35.16	\$10.79	\$13.56	\$0.00	\$59.51
	06/01/2019	\$35.67	\$10.79	\$13.83	\$0.00	\$60.29
	12/01/2019	\$36.27	\$10.79	\$14.10	\$0.00	\$61.16

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-POWERED ROLLERS AND COMPACTORS	06/01/2017	\$32.74	\$10.79	\$12.75	\$0.00	\$56.28
(TAMPERS)	12/01/2017	\$33.34	\$10.79	\$13.02	\$0.00	\$57.15
OPERATING ENGINEERS LOCAL 98	06/01/2018	\$33.95	\$10.79	\$13.29	\$0.00	\$58.03
	12/01/2018	\$34.55	\$10.79	\$13.56	\$0.00	\$58.90
	06/01/2019	\$35.06	\$10.79	\$13.83	\$0.00	\$59.68
	12/01/2019	\$35.66	\$10.79	\$14.10	\$0.00	\$60.55

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SELF-PROPELLED POWER BROOM OPERATING ENGINEERS LOCAL 98	06/01/2017	\$30.12	\$10.79	\$12.75	\$0.00	\$53.66
	12/01/2017	\$30.72	\$10.79	\$13.02	\$0.00	\$54.53
	06/01/2018	\$31.33	\$10.79	\$13.29	\$0.00	\$55.41
	12/01/2018	\$31.93	\$10.79	\$13.56	\$0.00	\$56.28
	06/01/2019	\$32.44	\$10.79	\$13.83	\$0.00	\$57.06
	12/01/2019	\$33.04	\$10.79	\$14.10	\$0.00	\$57.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 63	07/01/2017	\$32.24	\$10.64	\$16.22	\$1.77	\$60.87
	01/01/2018	\$32.99	\$10.64	\$16.22	\$1.77	\$61.62
	07/01/2018	\$33.74	\$10.64	\$16.22	\$1.77	\$62.37
	01/01/2019	\$34.74	\$10.64	\$16.22	\$1.77	\$63.37
	07/01/2019	\$35.74	\$10.64	\$16.22	\$1.77	\$64.37
	01/01/2020	\$36.99	\$10.64	\$16.22	\$1.77	\$65.62

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 07/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$14.51	\$6.21	\$4.67	\$0.00	\$25.39
2	50	\$16.12	\$6.55	\$5.19	\$0.00	\$27.86
3	55	\$17.73	\$6.88	\$9.33	\$1.02	\$34.96
4	60	\$19.34	\$7.22	\$9.33	\$1.08	\$36.97
5	65	\$20.96	\$7.55	\$9.33	\$1.14	\$38.98
6	70	\$22.57	\$7.88	\$9.33	\$1.19	\$40.97
7	75	\$24.18	\$8.22	\$9.33	\$1.25	\$42.98
8	80	\$25.79	\$9.30	\$15.18	\$1.51	\$51.78
9	85	\$27.40	\$9.64	\$15.18	\$1.57	\$53.79
10	90	\$29.02	\$9.98	\$15.18	\$1.63	\$55.81

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$14.85	\$6.21	\$4.67	\$0.00	\$25.73
2	50	\$16.50	\$6.55	\$5.19	\$0.00	\$28.24
3	55	\$18.14	\$6.88	\$9.33	\$1.03	\$35.38
4	60	\$19.79	\$7.22	\$9.33	\$1.09	\$37.43
5	65	\$21.44	\$7.55	\$9.33	\$1.15	\$39.47
6	70	\$23.09	\$7.88	\$9.33	\$1.21	\$41.51
7	75	\$24.74	\$8.22	\$9.33	\$1.27	\$43.56
8	80	\$26.39	\$9.30	\$15.18	\$1.53	\$52.40
9	85	\$28.04	\$9.64	\$15.18	\$1.59	\$54.45
10	90	\$29.69	\$9.98	\$15.18	\$1.65	\$56.50

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SIGN ERECTOR <i>PAINTERS LOCAL 35 - ZONE 3</i>	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93

Apprentice - SIGN ERECTOR - Local 35 Zone 3

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2017	\$40.26	\$9.17	\$12.43	\$0.00	\$61.86
	01/01/2018	\$40.26	\$9.67	\$12.63	\$0.00	\$62.56
	04/01/2018	\$41.51	\$9.67	\$12.88	\$0.00	\$64.06
	01/01/2019	\$41.51	\$10.02	\$13.08	\$0.00	\$64.61

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *SPRINKLER FITTER - Local 669*

Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.12	\$7.60	\$0.00	\$0.00	\$25.72
2	50	\$20.13	\$7.60	\$0.00	\$0.00	\$27.73
3	55	\$22.14	\$9.17	\$6.60	\$0.00	\$37.91
4	60	\$24.16	\$9.17	\$6.60	\$0.00	\$39.93
5	65	\$26.17	\$9.17	\$6.85	\$0.00	\$42.19
6	70	\$28.18	\$9.17	\$6.85	\$0.00	\$44.20
7	75	\$30.20	\$9.17	\$6.85	\$0.00	\$46.22
8	80	\$32.21	\$9.17	\$6.85	\$0.00	\$48.23
9	85	\$34.22	\$9.17	\$6.85	\$0.00	\$50.24
10	90	\$36.23	\$9.17	\$6.85	\$0.00	\$52.25

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.12	\$7.75	\$0.00	\$0.00	\$25.87
2	50	\$20.13	\$7.75	\$0.00	\$0.00	\$27.88
3	55	\$22.14	\$9.67	\$6.80	\$0.00	\$38.61
4	60	\$24.16	\$9.67	\$6.80	\$0.00	\$40.63
5	65	\$26.17	\$9.67	\$7.05	\$0.00	\$42.89
6	70	\$28.18	\$9.67	\$7.05	\$0.00	\$44.90
7	75	\$30.20	\$9.67	\$7.05	\$0.00	\$46.92
8	80	\$32.21	\$9.67	\$7.05	\$0.00	\$48.93
9	85	\$34.22	\$9.67	\$7.05	\$0.00	\$50.94
10	90	\$36.23	\$9.67	\$7.05	\$0.00	\$52.95

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN	07/02/2017	\$40.01	\$9.60	\$11.20	\$0.00	\$60.81
ELECTRICIANS LOCAL 7	12/31/2017	\$40.51	\$10.00	\$11.42	\$0.00	\$61.93
	07/01/2018	\$41.21	\$10.25	\$11.74	\$0.00	\$63.20
	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$1.00	\$12.60	\$0.00	\$57.01

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 07/02/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.00	\$5.25	\$0.48	\$0.00	\$21.73
2	45	\$18.00	\$5.25	\$0.54	\$0.00	\$23.79
3	50	\$20.01	\$9.60	\$6.90	\$0.00	\$36.51
4	55	\$22.01	\$9.60	\$6.96	\$0.00	\$38.57
5	65	\$26.01	\$9.60	\$8.08	\$0.00	\$43.69
6	70	\$28.01	\$9.60	\$9.14	\$0.00	\$46.75

Effective Date - 12/31/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.20	\$5.40	\$0.49	\$0.00	\$22.09
2	45	\$18.23	\$5.40	\$0.55	\$0.00	\$24.18
3	50	\$20.26	\$10.00	\$6.91	\$0.00	\$37.17
4	55	\$22.28	\$10.00	\$6.97	\$0.00	\$39.25
5	65	\$26.33	\$10.00	\$8.09	\$0.00	\$44.42
6	70	\$28.36	\$10.00	\$9.15	\$0.00	\$47.51

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	08/01/2017	\$51.00	\$10.75	\$19.35	\$0.00	\$81.10
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/01/2018	\$51.68	\$10.75	\$19.35	\$0.00	\$81.78
	08/01/2018	\$53.03	\$10.75	\$19.48	\$0.00	\$83.26
	02/01/2019	\$53.67	\$10.75	\$19.48	\$0.00	\$83.90
	08/01/2019	\$55.02	\$10.75	\$19.62	\$0.00	\$85.39
	02/01/2020	\$55.66	\$10.75	\$19.62	\$0.00	\$86.03
	08/01/2020	\$57.01	\$10.75	\$19.77	\$0.00	\$87.53
	02/01/2021	\$57.65	\$10.75	\$19.77	\$0.00	\$88.17
	08/01/2021	\$59.05	\$10.75	\$19.93	\$0.00	\$89.73
	02/01/2022	\$59.64	\$10.75	\$19.93	\$0.00	\$90.32

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER-Local 3 Marble/Tile (Spr/Ptt)

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.50	\$10.75	\$19.35	\$0.00	\$55.60
2	60	\$30.60	\$10.75	\$19.35	\$0.00	\$60.70
3	70	\$35.70	\$10.75	\$19.35	\$0.00	\$65.80
4	80	\$40.80	\$10.75	\$19.35	\$0.00	\$70.90
5	90	\$45.90	\$10.75	\$19.35	\$0.00	\$76.00

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.84	\$10.75	\$19.35	\$0.00	\$55.94
2	60	\$31.01	\$10.75	\$19.35	\$0.00	\$61.11
3	70	\$36.18	\$10.75	\$19.35	\$0.00	\$66.28
4	80	\$41.34	\$10.75	\$19.35	\$0.00	\$71.44
5	90	\$46.51	\$10.75	\$19.35	\$0.00	\$76.61

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER LABORERS - FOUNDATION AND MARINE	12/01/2016	\$37.70	\$7.60	\$14.35	\$0.00	\$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.42	\$7.60	\$14.35	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS OPERATING ENGINEERS LOCAL 98	06/01/2017	\$32.74	\$10.79	\$12.75	\$0.00	\$56.28
	12/01/2017	\$33.34	\$10.79	\$13.02	\$0.00	\$57.15
	06/01/2018	\$33.95	\$10.79	\$13.29	\$0.00	\$58.03
	12/01/2018	\$34.55	\$10.79	\$13.56	\$0.00	\$58.90
	06/01/2019	\$35.06	\$10.79	\$13.83	\$0.00	\$59.68
	12/01/2019	\$35.66	\$10.79	\$14.10	\$0.00	\$60.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR LABORERS (COMPRESSED AIR)	12/01/2016	\$48.58	\$7.60	\$14.75	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR)	12/01/2016	\$50.58	\$7.60	\$14.75	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	12/01/2016	\$40.65	\$7.60	\$14.75	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL) For apprentice rates see "Apprentice- LABORER"	12/01/2016	\$42.65	\$7.60	\$14.75	\$0.00	\$65.00
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR LABORERS - ZONE 3 (BUILDING & SITE) For apprentice rates see "Apprentice- LABORER"	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
WATER METER INSTALLER PLUMBERS & PIPEFITTERS LOCAL 104	09/17/2017	\$39.26	\$8.50	\$15.30	\$0.00	\$63.06
	03/17/2018	\$40.01	\$8.50	\$15.30	\$0.00	\$63.81
	09/17/2018	\$40.76	\$8.50	\$15.30	\$0.00	\$64.56
	03/17/2019	\$41.51	\$8.50	\$15.30	\$0.00	\$65.31
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - West						
EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 For apprentice rates see "Apprentice- LINEMAN"	08/30/2015	\$42.16	\$8.20	\$9.26	\$0.00	\$59.62
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 For apprentice rates see "Apprentice- LINEMAN"	08/30/2015	\$28.87	\$8.20	\$8.87	\$0.00	\$45.94
GROUNDMAN / TRUCK DRIVER OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 For apprentice rates see "Apprentice- LINEMAN"	08/30/2015	\$37.73	\$8.20	\$9.13	\$0.00	\$55.06
HEAVY EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 For apprentice rates see "Apprentice- LINEMAN"	08/30/2015	\$44.37	\$8.20	\$9.33	\$0.00	\$61.90
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42	08/30/2015	\$48.80	\$8.20	\$9.46	\$0.00	\$66.46

Apprentice - LINEMAN (Outside Electrical) - West Local 42

Effective Date - 08/30/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.28	\$8.20	\$0.88	\$0.00	\$38.36
2	65	\$31.72	\$8.20	\$0.95	\$0.00	\$40.87
3	70	\$34.16	\$8.20	\$9.02	\$0.00	\$51.38
4	75	\$36.60	\$8.20	\$9.10	\$0.00	\$53.90
5	80	\$39.04	\$8.20	\$9.17	\$0.00	\$56.41
6	85	\$41.48	\$8.20	\$9.24	\$0.00	\$58.92
7	90	\$43.92	\$8.20	\$9.32	\$0.00	\$61.44

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42	01/01/2016	\$28.98	\$4.25	\$3.12	\$0.00	\$36.35
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TRACTOR-TRAILER DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	08/30/2015	\$42.16	\$8.20	\$9.26	\$0.00	\$59.62
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
<p>This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground.</p> <p>This classification does not apply to wholesale tree removal.</p>						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
<p>This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.</p>						

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.

General Decision Number: MA170003 09/08/2017 MA3

Superseded General Decision Number: MA20160003

State: Massachusetts

Construction Type: Building

Counties: Berkshire, Franklin, Hampden and Hampshire Counties in Massachusetts.

BUILDING CONSTRUCTION PROJECTS Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	02/03/2017
3	03/03/2017
4	03/10/2017
5	03/17/2017
6	04/14/2017
7	05/05/2017
8	07/07/2017
9	07/28/2017
10	08/04/2017
11	08/11/2017
12	08/18/2017
13	09/01/2017
14	09/08/2017

ASBE0006-011 09/01/2016

	Rates	Fringes
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems).....	\$ 36.07	26.35

BOIL0029-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 42.42	24.92

BRMA0001-001 02/27/2017

SPRINGFIELD/PITTSFIELD CHAPTER FRANKLIN, HAMPDEN, and
HAMPSHIRE COUNTIES

	Rates	Fringes
BRICKLAYER BRICKLAYERS; CEMENT MASONS; PLASTERERS; STONE MASONS; MARBLE, TILE & TERRAZZO WORKERS.....	\$ 39.26	28.23

BRMA0001-003 02/27/2017

SPRINGFIELD/PITTSFIELD
BERKSHIRE

	Rates	Fringes
BRICKLAYER BRICKLAYERS; CEMENT MASONS; PLASTERERS; STONE MASONS; MARBLE, TILE & TERRAZZO WORKERS.....	\$ 39.26	28.23

CARP0056-014 08/01/2015

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.04	29.73

* CARP0107-009 09/01/2017

Franklin County (Erving, Orange, North Orange and Warwick)

	Rates	Fringes
CARPENTER.....	\$ 39.28	27.90

* CARP0108-005 09/04/2017

HAMPDEN; HAMPSHIRE AND FRANKLIN (Remainder)

	Rates	Fringes
Carpenter/Lather/Drywall Applicator.....	\$ 35.56	23.76

* CARP0108-011 09/04/2017

BERKSHIRE COUNTY

	Rates	Fringes
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CARPENTER.....\$ 35.56 23.76

CARP1121-001 04/01/2017

Rates Fringes

MILLWRIGHT.....\$ 38.62 29.50

CARP2168-003 09/01/2016

Rates Fringes

FLOOR LAYER: Carpet.....\$ 33.56 23.78

ELEC0007-002 07/02/2017

HAMPDEN (Except Chester & Holyoke); HAMPSHIRE (Belchertown, Ware)

Rates Fringes

ELECTRICIAN.....\$ 40.01 21.40

ELEC0007-003 07/02/2017

BERKSHIRE; FRANKLIN; HAMPDEN (Chester, Holyoke); HAMPSHIRE (Except Belchertown, Ware)

Rates Fringes

ELECTRICIAN.....\$ 40.01 21.40

ELEC0007-006 07/02/2017

Rates Fringes

Teledata System Installer.....\$ 40.01 21.40

ELEC0042-003 08/30/2015

Rates Fringes

Line Construction:

Heavy Equipment Operator....\$ 39.87 6.25%+18.56

Lineman, Cable Splicer and Dynamite Man.....\$ 44.30 6.25%+20.70

Material Man, Tractor Trailer Driver, Equipment Operator.....\$ 37.66 6.25%+17.99

ELEV0041-001 01/01/2017

Rates Fringes

ELEVATOR MECHANIC.....\$ 49.90 31.585+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.

ENGI0098-001 12/01/2016

	Rates	Fringes
Power equipment operators: (BUILDING & RESIDENTIAL)		
Group 1.....	\$ 33.68	23.96+A
Group 2.....	\$ 33.37	23.96+A
Group 3.....	\$ 33.15	23.96+A
Group 4.....	\$ 32.54	23.96+A
Group 5.....	\$ 29.92	23.96+A
Group 6.....	\$ 28.80	23.96+A
Group 7.....	\$ 26.86	23.96+A
Group 8.....	\$ 305.95	23.962+A
Group 9.....	\$ 230.69	23.96+A
Group 10.....	\$ 35.17	23.96+A
Group 11.....	\$ 38.18	23.96+A
Group 12.....	\$ 39.68	23.96+A
Group 13.....	\$ 40.68	23.96+A
Group 14.....	\$ 41.68	23.96+A
Group 15.....	\$ 43.18	23.96+A

HAZARDOUS WASTE PREMIUM \$2.00

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:
Group 8 and Group 9 are per day wages.

- A. Paid Holidays: New year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Shovels; crawlers and truck cranes including all tower; self-propelled hydraulic cranes 10 tons and over; draglines; clam shells; cableways; shaft hoists; mucking machines derricks; backhoes; bulldozers; gradalls; elevating graders; pile drivers; concrete pavers; trenching machines; front end loaders- 5 1/2 cu yds and over; dual drum paver; automatic grader-excavator (C.M.I. or equal); scrapers towing pan or wagon; tandem dozers or push cats (2 units in tandem); shotcrete machine; tunnel boring machine; combination backhoe/loader 3/4 cu yd hoe or over; jet engine dryer; tree shredder; post hole digger; post hole hammer; post extractor; truck mounted concrete pump with boom; roto-mill; Grader; Horizontal Drilling Machine; John Henry Rock Drill and similar equipment.

Group 2: Rotary drill with mounted compressor; compressor house (3 to 6 compressors); rock and earth boring machines (excluding McCarthy and similar drills); front end loaders 4 cu yds to 5 1/2 cu yds); forklifts-7 ft lift and over 3 ton capacity; scraper 21 yds and over (struck load); sonic hammer console; reclaimers road planer/milling machine; cal tracks; ballast regulators; rail anchor machines; switch

tampers, asphalt pavers; mechanic; welder and transfer machine.

Group 3: Combination backhoe/loader up to 3/4 cu yd; scrapers up to 21 cu yd (struck load, self propelled or tractor drawn); tireman; front end loaders up to 4 yds; well drillers; engineer or fireman on high pressure boiler; self-loading batch plant; well point operators electric pumps used in well point system; pumps, 16 inches and over (total discharge); compressor, one or two 900 cu ft and over; powered grease truck; tunnel locomotives and dingys; grout pumps; hydraulic jacks; boom truck; hydraulic cranes-up to 10 ton.

Group 4: Asphalt rollers; self-powered rollers and compactors; tractor without blade drawing sheepsfoot roller; rubber tire roller; vibratory roller or other type of compactors including machines for pulverizing and aerating soil; york rake.

Group 5: Hoists; conveyors; power pavement breakers; self-powered concrete pavement finishing machines; two bag mixers with skip; McCarthy and similar drills; batch plants (not self loading); bulk cement plants; self-propelled material spreaders; three or more 10 KW light plants; 30 KW or more generators; power broom.

Group 6: Compressor (one or two) 315 cu ft to 900 cu ft; pumps 4 inches to 16 inches (total discharge).

Group 7: Compressors up to 315 cu ft; small mixers with skip; pumps up to 4 inches; power heaters; oiler; A-frame trucks; forklifts-up to 7 ft. lift and up to 3 ton capacity; hydro broom; stud welder.

Group 8: Truck crane crews

Group 9: Oiler

Group 10: Master Mechanic

Group 11: Boom lengths over 150 feet including jib

Group 12: Boom lengths over 200 feet including jib

Group 13: Boom lengths over 250 feet including jib

Group 14: Boom lengths over 300 feet including jib

Group 15: Boom lengths over 350 feet including jib

IRON0007-014 03/16/2017

BERKSHIRE (Becket, East Otis, Hinsdale, Monterey, New Marlboro, North Otis, Otis, Peru, Sandisfield, Savoy, Sheffield, Washington, Windsor); FRANKLIN; HAMPDEN; HAMPSHIRE

	Rates	Fringes
IRONWORKER.....	\$ 31.95	28.46

IRON0012-003 05/01/2016

BERKSHIRE (Lee)

	Rates	Fringes
IRONWORKER.....	\$ 30.05	23.14

IRON0012-004 05/01/2016

BERKSHIRE (Remainder of County)

	Rates	Fringes
Ironworkers:		
Sheeter.....	\$ 30.30	23.14
Structural, Ornamental, Reinforcing, Fence Erector, Machinery Mover, Rigger, Rodman, Stone Derrickman.....	\$ 30.05	23.14

LABO0014-004 06/01/2015

BERKSHIRE COUNTY
FRANKLIN COUNTY (the towns of Ashfield, Buckland, Charlemont,
Hawley, Heath, and Rowe only) HAMPSHIRE COUNTY (the towns of
Chesterfield, Cummington, Goshen, Middlefield, Plainfield, and
Worthington only)

	Rates	Fringes
Plasterer tender.....	\$ 28.75	19.58

LABO0014-005 06/01/2016

HAMPDEN COUNTY
HAMPSHIRE COUNTY (with the exception of Chesterfield,
Cummington, Goshen, Middlefield, Plainfield, and Worthington)
FRANKLIN COUNTY (with the exception of Ashfield, Buckland,
Charlemont, Hauley, Heath, Orange, Rowe, and Warwick)

	Rates	Fringes
Plasterer tender.....	\$ 31.65	21.30

LABO0022-002 06/01/2016

FRANKLIN (Orange, Warwick)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 31.65	21.30
GROUP 2.....	\$ 31.90	21.30
GROUP 3.....	\$ 32.40	21.30
GROUP 4.....	\$ 32.65	21.30
GROUP 5.....	\$ 32.40	21.30
GROUP 6.....	\$ 33.65	21.30

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 tenmder; pipelayer; pneumatic drill
operator; pneumatic tool operator; wagon drill operator

jackhammer operator, pavement breaker, carbide core drilling machine, chain saw operator, barco type jumping tampers, concrete pump, motorized mortar miner, 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: Precast floor and roof, plank erector

GROUP 6: Asbestos Abatement, Toxic and Hazardous waste laborers

LAB00473-001 06/01/2017

BERKSHIRE COUNTY, FRANKLIN COUNTY, (THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, HAWLEY, HEATH, AND ROWE ONLY) HAMPSHIRE COUNTY (THE TOWNS OF CHESTERFIELD, CUMMINGTON, GOSHEN, MIDDLEFIELD, PLAINFIELD, AND WORTHINGTON ONLY)

	Rates	Fringes
Laborers:.....	\$ 26.00	19.70

LAB00596-001 06/06/2016

HAMPDEN COUNTY, HAMPSHIRE COUNTY (WITH THE EXCEPTION OF CHESTERFIELD, CUMMINGTON, GOSHEN, MIDDLEFIELD, PLAINFIELD, AND WORTHINGTON) FRANKLIN COUNTY (WITH THE EXCEPTION OF ASHFIELD, BUCKLAND, CHARLEMONT, HAULY, HEATH, ORANGE, ROWE AND WARWICK)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.15	20.55
GROUP 2.....	\$ 29.40	20.55
GROUP 3.....	\$ 29.90	20.55
GROUP 4.....	\$ 29.90	20.55
GROUP 5.....	\$ 30.15	20.55

LABORERS CLASSIFICATIONS

GROUP 1: Laborers, carpenter tenders, wrecking laborers

GROUP 2: Asphalt rakers, carbide core driller operators, chain saw operators, pipelayers, jackhammer and paving breaker operators, Barco type jumping tampers, laser beam operators, concrete pump operators, mason tenders, motorized mortar mixers, ride-on motorized buggy operators, wagon drill operators

GROUP 3: precast floor and roof plank erectors, sign erectors, asbestos removal laborers, haz-mat laborers

GROUP 4: Air track operators, block pavers, rammers and curb

setters, hydraulic and similar self-powered drills

GROUP 5: Powderman and blaster

MARB0097-001 03/01/2012

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.43	25.85

PAIN0011-008 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 36.28	20.45+A

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)

PAIN0035-007 01/01/2017

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 30.33	24.20
Spray, Sandblast.....	\$ 31.73	24.20
REPAINT:		
Brush, Taper.....	\$ 27.65	24.20
Spray, Sandblast.....	\$ 29.05	24.20

* PLUM0004-003 09/01/2017

FRANKLIN (Orange)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 43.41	25.51

PLUM0104-004 03/17/2017

BERKSHIRE (Becket, Otis, Sandisfield); FRANKLIN (Except Monroe, Rowe, and the Western part of Charlemont); HAMPDEN; HAMPSHIRE

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 39.26	24.60+a

FOOTNOTE:

A. Two paid holidays, Independence Day and Labor Day, provided the employee has been employed seven days prior to the holiday by the same employer

PLUM0104-009 03/17/2017

BERKSHIRE (Except Otis, Becket, Sandisfield); FRANKLIN (Monroe, Rowe and the Western part of Charlemont)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 37.73	24.60+a

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.

ROOF0248-001 07/16/2017

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.

	Rates	Fringes
Roofers:		
Composition Roofers & Damp		
Waterproofers.....	\$ 31.75	23.66
Pitch, Slate, Tile and		
Precast Concrete.....	\$ 32.25	24.16

SFMA0550-003 03/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 50.47	26.78+a

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 holidays.

SHEE0063-001 01/01/2016

	Rates	Fringes
Sheet metal worker.....	\$ 31.57	28.12

TEAM0379-001 08/01/2016

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 31.98	21.96+A+B
Group 2.....	\$ 32.15	21.96+A+B
Group 3.....	\$ 32.22	21.96+A+B
Group 4.....	\$ 32.34	21.96+A+B
Group 5.....	\$ 32.44	21.96+A+B
Group 6.....	\$ 32.73	21.96+A+B
Group 7.....	\$ 33.02	21.96+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.

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 www.dol.gov/whd/govcontracts.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

END OF GENERAL DECISION