

**PROJECT:**

West Parish Filters Water Treatment  
Plant  
1515 Granville Road  
Westfield, MA 01085  
Project No. 24-51

**ADDENDUM NO. 1 03/18/2024**

Posted: 03/18/2024 at 10:45AM EDT

**Awarding Authority/Owner:**

Springfield Water and Sewer Commission  
250 M Street Extension  
Agawam, MA 01001

Reference Contract Documents (drawings and specifications) dated 02/26/2024

The attention of Bidders submitting proposals for the above subject project is called to the following addendum to the specifications and drawings. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form a part of the proposal submitted.

THE NUMBER OF THIS ADDENDUM (1) MUST BE ENTERED IN THE APPROPRIATE SPACE "B" PROVIDED AFTER THE WORD "NUMBERS" OF THE CONTRACT FORM ENTITLED "FORM FOR GENERAL BID," AND IN SPACE "B" OF THE "FORM FOR SUB-BID."

BID DOCUMENT MODIFICATIONS ARE AS FOLLOWS.

**General Bid Date Changes:**

Modify the general bid date as follows.  
Change the general bid date and time from 05/14/2024 at 2:00PM EDT to read  
**06/04/2024 at 2:00PM EDT.**

**Other Modifications / Attachments:**

The following attachment includes additional modifications, clarifications and/or provisions not included in the items above in this Addendum.  
See document at the end of document.

All other of the portions of the Contract Documents remain **unchanged**. Please be reminded to acknowledge this Addendum on the bid forms.

ATTACHMENTS

24-51 Addendum No. 1.pdf

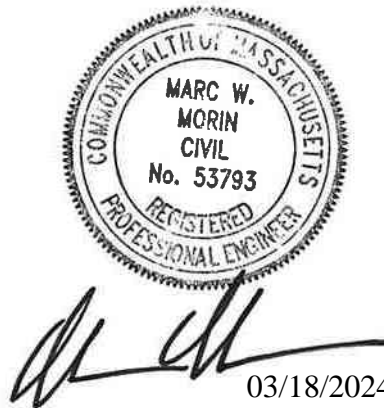
--- End of Addendum No. 1 ---

**SPRINGFIELD WATER AND SEWER COMMISSION**

**WEST PARISH WATER TREATMENT PLANT**

**SWSC BID NO. 24-51**

**ADDENDUM NO. 1**



**TO ALL CONTRACTORS ESTIMATING:**

Bidders are hereby informed that plans and specifications for the above-mentioned contract are modified, corrected, and/or supplemented as follows, and that Addendum No. 1 becomes a part of the Contract Documents and consists of Item Nos. 1-1 through 1-6.

**ANNOUNCEMENTS (THESE ITEMS NOT TO BECOME PART OF THE CONTRACT DOCUMENTS AND ARE FOR INFORMATION ONLY)**

The sign in sheet and presentation for the non-mandatory Pre-Bid Conference held on March 13, 2024 at the West Parish Filters Water Treatment Plant located at 1515 Granville Road, Westfield, MA is included as Attachment A.

The Public Notice of Prequalified General Contractors and Subcontractors is included in Attachment B.

## **SPECIFICATION CHANGES**

### **ITEM 1-1: Section 00 01 10 – Table of Contents**

Reference Division 00, After 00 73 00 Supplementary Conditions Part IV – Wage Determination Schedules, Insert the following:

“Supplementary Conditions Part V – Project Labor Agreement”

### **ITEM 1-2: Section 00 11 00 – Advertisement for Bids**

Page 1, Delete the Filed Sub-Bid and General Bid Deadlines and Insert the following:

“FILED SUB-BID DEADLINE: APRIL 30, 2024 2:00 PM

GENERAL BID DEADLINE: JUNE 4, 2024 2:00 PM”

### **ITEM 1-3: Section 00 11 00 – Advertisement for Bids**

Page 4, after the second paragraph, Insert the following:

“This Project shall be administered under a Project Labor Agreement.”

### **ITEM 1-4: Section 00 20 00 – Instructions to Bidders**

Delete paragraph 9.01 in its entirety and replace with the following:

“All questions about the meaning or intent of the Bidding Documents shall be submitted to Owner in writing to Theo Theocles at [Theo.Theocles@waterandsewer.org](mailto:Theo.Theocles@waterandsewer.org) and to Engineer in writing to Marc Morin at [MMorin@hazenandsawyer.com](mailto:MMorin@hazenandsawyer.com). To receive consideration, questions must be received by Owner and Engineer no later than Tuesday, April 16, 2024 at 4:30 PM (EST) for Filed Sub-Bids and no later than Tuesday, May 14, 2024 at 4:30 PM (EST) for General Bids. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents for receipt not later than Tuesday, April 23, 2024 for Filed Sub-Bids and not later than Tuesday, May 21, 2024 for General Bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.”

**ITEM 1-5: Section 00 20 00 – Instructions to Bidders**

After Article 27.09, Insert the following:

“27.10        This Project shall be administered under a Project Labor Agreement”.

**ITEM 1-6: Section 00 73 00 – Supplementary Conditions**

Insert the Project Labor Agreement as Part V included as Attachment C.

SPRINGFIELD WATER AND SEWER COMMISSION

Theo G. Theocles, Esq.  
Director of Legal Affairs/Chief Procurement Officer

Date: March 18, 2024

**Attachment A – Pre-Bid Conference Sign In Sheet and Presentation**

# Hazen Sign-In Sheet



March 13, 2024

Location: West Parish Filters – 1515 Granville Rd, Westfield, MA

Subject: WPWTP Pre-Bid Conference

Name	Company	E-mail
KEVIN O'BRIEN	C.H. McKersy	KOBRIEN@CHMCKERSY.COM
Derek Smedley	" "	DSMED@CHMCKERSY.COM
ETHAN WILKINS	E.T. & L. CORP	etlinfo@etlcorp.com
Tom Mills	R. Fenberg Contracting	tmills@r.fenberg.net
JOSH JUSTIN	Walsh Corp	jjustin@walshgroup.com
JOSE TESADA	SESSLER WRECKING	jtesada@sesslerwrecking.com
Alan Paganenta	Walsh Const.	apaganenta@walshgroup.com
RENEE PISANO	WALSH CONST.	rpisano@walshgroup.com
Pat Cornell	WALSH	pcornell@walshgroup.com
Chris Hubert	CPTO Concrete	chubert@cptoconcrete.com
GREGORY GALBRAITH	MWH	greg.galbraith@mwhconstructors.com
Rae Walsh	SWSC	
Sam Tetrault	SWSC	
Christine Hanna	Automated Logic	Christine.hanna@carrier.com
BOB CASSIDY	B4 MECHANICAL	BOB.CASSIDY@B4MECHANICAL.COM
FERGAL BRENNOCK	GALLAGHER CONCRETE CONSTRUCTION INC.	FERGAL@GALLCONC.COM

Richard Haley	Wm Roberts Electric	Rick@williamrobertselectric.com
Ryan Mahan	Kleeberg	RMahan@kleeberg.com
James Burnett	WJGEI	JBurnett@WJGEI.com
FRED Church	WJGEI	FChurch@WJGEI.com
David Longo	OG/CHN	davidlargo@ogind.com
Greg McWhirter	OG/CHN	gregmwhirter@ogind.com
Tyler Stucke	<del>OG/CHN</del> Eco Concrete	tyler.stucke@ecococoncrete.com
Hannah Kominske	Kleinfelder	HKaminske@kleinfelder.com

**Hazen**



# West Parish Water Treatment Plant

## Pre-Bid Conference

March 13, 2024





# Introductions



## Participants

- **SWSC Team**

- **Procurement**
  - *Theo Theocles - Director of Legal Affairs*
  - *Raemarie Walker - Assistant Procurement Officer*
  - *Sara Tetrault - Payroll and Accounting Specialist*
- **Engineering**
  - *Darleen Buttrick - Director of Engineering*
  - *Frank Zabaneh - Senior Engineer*
  - *Mark Johnson - Owner's Project Manager*
- **Water Operations**
  - *Jim Laurila - Director of Water Operations*
  - *Christina Jones - Deputy Director of Water Operations*

- **Design Team**

- **Kristen Barrett, Project Manager**
- **Marc Morin, Design Manager**
- **Meagan Heslin, Project Engineer**
- **Shawn Brennan, Construction Manager**

## Agenda

- Project Overview
- Bid Dates
- Important Requirements
- Questions
- Site Walkthrough

# Project Overview



## Project Components

- Tie-ins to finished water transmission mains
- Demolition of existing Slow Sand Filters (SSF) 7-10 and 15-18 & SOE
- Demolition of two regulator houses
- Relocation of Site Storm Drainage
- Relocation of Filtered Water Piping
- New 60- and 72-inch Raw Water Transmission Mains
- WTP Building (process area, chemical storage, admin area, laboratory)
- Dewatering Building
- Waste Washwater Tanks
- Facility Start-up and Performance Testing
- Commissioning/Warranty
- Site Restoration

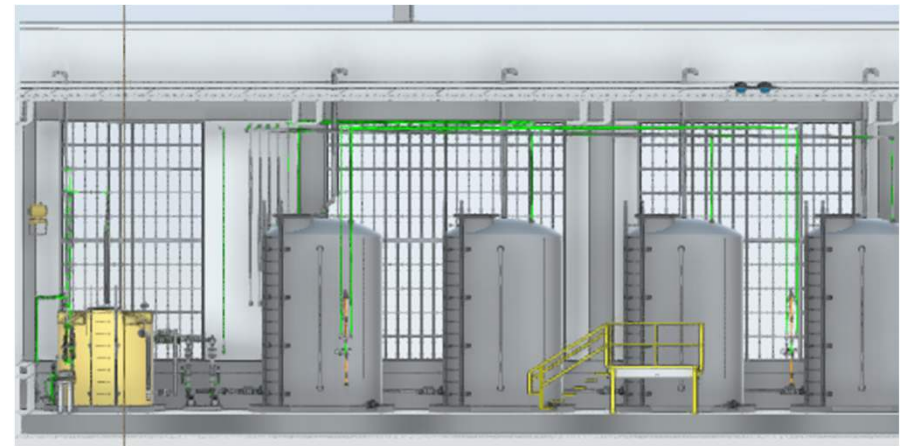
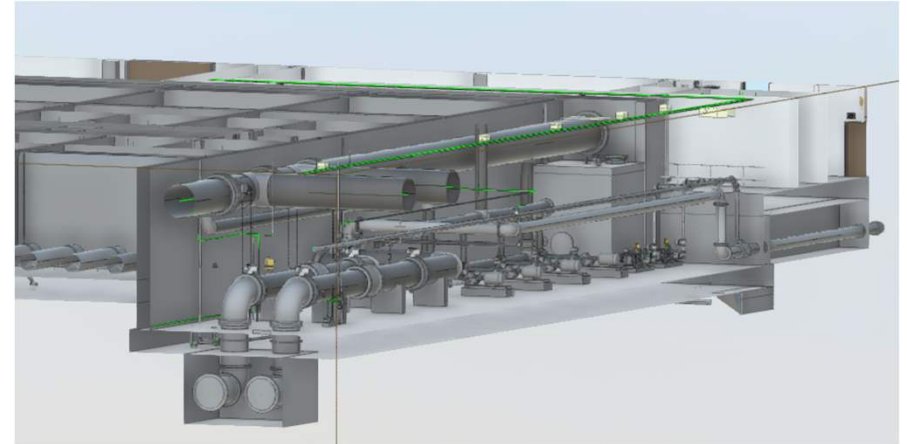


## WPWTP Project – Summary of New Structures

- Water Treatment Plant (Treatment Process Area and Chemical Systems)
  - Treatment Capacity 65 mgd
  - Process Area - Mixing, Flocculation, DAF, Filters, Chemical storage and metering
  - Process Area - 105,000 sf
  - Administration (offices, locker rooms and Laboratory) – 22,000 sf
- Dewatering Building
  - Centrifuges, residuals tanks, centrifuge feed pumps
  - 10,000 sf building, two floors and two residuals storage tanks
- Waste Washwater Tanks
  - Waste washwater and centrate recycle pumps
  - 4,300 sf structure

## BIM Design Tools Used to Create Contract Documents

- **Civil 3D**
  - Used for site work, buried piping, and utilities
- **Revit**
  - Used for structures
  - **Separate models for disciplines**
    - *Structural, architectural, process mechanical, HVAC, electrical, plumbing, fire protection*
- **Plant 3D**
  - Used to create P&IDs
- Contractors may prefer 3D coordination during construction on a project of this scale



# Bid Dates





## Accessing the Bid Package

- Document accessed through Bid Docs Online
- Please register as a planholder – automatically receive updates
- Submit questions to Theo Theocles (Theo.Theocles@waterandsewer.org) and Marc Morin (mmorin@hazenandsawyer.com)
- Addenda will be posted to Bid Docs Online

## Bid Dates

	Date
Documents Available	2/28/24
Pre-Bid Conference	3/13/24
Deadline for Filed Sub-Bid Questions	3/20/24
Filed Sub-Bid Final Addendum	3/26/24
Filed Sub-Bid Deadline	4/2/24
Deadline for General Questions	4/24/24
General Final Addendum	5/1/24
General Bid Deadline	5/14/24

# Important Requirements



## General Information

- Funding Sources
  - EPA WIFIA Program
  - MassDEP SRF Program
- BABA requirements waived
- Subject to AIS requirements
- Wage rates (State and Federal)
- Disadvantaged Business Enterprise goals
  - 4.8% D/MBE
  - 6.9% D/WBE
- Local workforce goals

## Filed Sub-Bids

### Prequalified Sub-Trades

- Masonry
- Miscellaneous and Ornamental Iron
- Waterproofing, Damproofing, and Caulking
- Roofing and Flashing
- Metal Windows
- Tile
- Acoustical Tile
- Painting
- Fire Protection Sprinkler Systems
- Plumbing
- Heating, Ventilation, and Air Conditioning
- Electrical

### Open Sub-Trades

- Elevators
- Lathing and Plastering
- Resilient Flooring

## 00 40 02 – Required Forms Listing

- Sealed Bid
  - General/Sub-Bid Form
  - Certificate of Authority
  - Subcontractor List
- Contractor's Bid Bond/Deposit (5%)
- Equal Employment Opportunity Statement
- Tax Compliance Certification
- Corporate Certificate
- West Parish Water Treatment Plant Project Diversity Form
- DBE Participation Forms
  - Schedule of Participation (Form EEO-DEP-190C).
  - Letters of Intent (Form EEO-DEP-191C).
  - DBE Certification of United States Citizenship.
  - DBE Certifications prepared by each DBE.
  - DBE Subcontractor Participation Form (EPA Form 6100-2).
  - Request for Waiver (Form EEO-DEP-490C).
- Massachusetts Diesel Retrofit Program Statement of Intent to Comply
- Contractor's Certification Statement (Form DEP-DMS-A2).
- Commonwealth of Massachusetts Worker's Compensation Law, MGL c. 152, Worker's Compensation Insurance Affidavit (if applicable).
- DCAMM Certificate of Eligibility
- DCAMM Update Statement
- List of Intended Subcontractors

## 00 52 00 – Agreement

- **Contract duration:**
  - Substantial Completion: 1,451 calendar days
  - Final Completion: 1,537 calendar days
- **Milestones**
  - Milestone 1: Backwash recirculation Work in the Owner's Backwash Pump Station. The Work will be substantially completed within 310 calendar days
  - Milestone 2: Partial utilization of the Administration Area of the West Parish Water Treatment Plant by the Owner. The Work will be substantially completed within 1,373 calendar days
- **Liquidated Damages:**
  - \$7,300.00 per day
  - Additional provisions for punitive damages associated with the performance of the Dewatering System

## 00 73 00 – Supplementary Conditions

- Working Hours:
  - 8 hours per day
  - Monday through Friday, excluding holidays
  - 7:00 AM and 4:00 PM
  - May request to work outside of these hours



## 01 11 00 – Summary of Work

- Other Construction Contracts
  - West Parish Filters Clearwell and Backwash Pumping Station Project
  - 42-Inch PCCP Raw Water Conveyance Pipeline and EDV Facility
  - Upper Lagoon Dredging
- Contractors' use of the Site shall be confined to the areas shown.
- The Contractor shall share use of the Site with other contractors and others specified.
- Contractor shall move stored products that interfere with operations of Owner, other contractors, or others performing work for Owner.

## 01 14 00 – Coordination with Owner's Operations

- Limits of Disturbance
  - Contractor shall take measure to prevent any work beyond the limits of disturbance.
  - Work is located near environmentally sensitive areas. Permits based on LOD shown on the drawings
- Removal of Trees
  - Removal of trees may only be performed between the dates of November 1 and March 31.

## 01 14 00 – Coordination with Owner's Operations Continued

- Sequence of Work – Tie-in's

- The shutdowns related to Tie-ins 2, 3 and 4 must occur between the months of November and April.
  - Details on sequencing
  - No two tie-ins may occur simultaneously unless approved by the Owner.
  - The shutdowns related to Tie-ins 2 and 4 may last no longer than 2 days.
  - The shutdown related to Tie-in 3 may last no longer than 10 days.

## 01 14 00 – Coordination with Owner's Operations Continued

- Plant Operation through Construction
  - Shutdown of the Rapid Sand Filter Plant not permitted.
  - Any shutdown of Slow Sand Filter Nos. 11-14 requires prior approval of the Owner and as consistent with submittals related to shutdowns or tie-ins.
  - Operational Access: Owner's personnel shall have access to equipment and areas that remain in operation
- Existing backwash pumps
  - Contractor shall schedule use of the existing backwash pumps with the Owner. All existing equipment shall be operated by the Owner.
- Hydraulic Isolation Between New and Existing Facilities
  - The new West Parish Water Treatment Plant needs to remain hydraulically isolated from the existing treatment facilities

## 01 20 00 – Measurement and Payment

- General Bid Items:
  - Item 011100.1: General Construction – lump sum
  - Item 011100.2: Mobilization – lump sum
  - Item 011100.3: Demobilization – lump sum
  - Item 014100.1: City of Westfield Building Permit Fees Allowance
  - Item 014100.2: City of Westfield Conservation Commission Fee Allowance
  - Item 310001.1: Rock and Boulder Excavation – unit price
  - Item 310001.2: Additional Excavation and Select Fill Replacement – unit price
  - Item 400519.1: 8-inch Buried Wash Water Piping – unit price
  - Item 400524.1: 48-inch Buried Raw Water Piping – unit price
  - Item 400524.2: 60-inch Buried Raw Water Piping – unit price
  - Item 400524.3: 72-inch Buried Raw Water Piping – unit price
  - Item 400524.4: 36-inch Buried Treated Water Piping – unit price
  - Filed Sub Bids
  - Alternate No. 1: Provide Lined Carbon-Steel Piping in lieu of Stainless-Steel Piping for Exposed Applications
  - Alternate No. 2: Painting Filed Sub-Bid

## 01 29 76 – Progress Payment Procedures

- Cash flow schedule for the remainder of the Project
- Contractor's Affidavit
- Certified payrolls
- AIS certificates
- Project Schedule Update (including Schedule Narrative Report)

## 01 31 19 – Project Meetings

- Pre-Construction Meeting
- Progress Meetings
  - Biweekly
  - Other meetings as needed
  - Attendance and agenda included in this Specification Section
- Additional meetings required in other Sections (tie-ins, startup, etc.)

## 01 41 00 – Regulatory Requirements

- Section includes a list of permit approvals. Contractor shall comply with conditions and attachments
- Beneficial Use Determination – issued in forthcoming addendum
  - Conditions of reuse of the demolished slow sand filter material



## 01 45 33 – Special Inspections

- The Owner/Engineer will retain one or more independent Special Inspections Agencies to perform Special Inspection services.
- The Contractor shall plan and conduct his operations as to schedule and allow Special Inspections, providing adequate time and safe access for inspections.

## 01 55 00 – Contractor Access and Parking

- Entrances clear for employees and deliveries
  - Keep access roads and entrances serving the Site clear and available to Owner, Owner's employees, emergency vehicles, and other contractors.
  - The Contractor shall submit to the Engineer and Owner site plans associated with each phase of their construction.
- The Contractor shall issue parking badges or stickers to employees for their personal vehicles
- Procure offsite parking areas and be responsible for shuttling staff to and from the site if their parking needs exceed the available space.

## 01 57 00 – Temporary Controls

- Owner's Risk Management Plan – Chlorine Gas
  - Comply with the Owner's Risk Management Plan during the course of the Project.
  - Owner to provide chlorine gas training to Contractor's employees, including all Subcontractors and Suppliers.
  - Participate in Owner's chlorine gas evacuation drills on an annual basis, at a minimum, and at any other frequency requested by the Owner
  - Maintain a daily attendance log of all Contractor's employees and other visits to the Site, including all Subcontractors and Suppliers.
  - Provide a daily attendance log to the Owner each morning and afternoon.

## 01 75 00 – Checkout and Startup Procedures

- The Owner will provide the chemicals as listed in 01 11 00 for process/operations.
  - Forthcoming addendum will clarify what is required.
  - Contractor shall notify the Owner at least 60 days in advance of startup so that chemicals may be procured by the Owner.
- Prerequisite Activities to Checkout and Startup specified
- Water for pressure testing, disinfection, and leak testing will be provided by the Owner from the nearest hydrant or other source.
- Contractor responsible for pumping waste flows from testing/disinfection/etc. to Cook Brook and the Owner's Upper Lagoon.
  - Comply with the Owner's NPDES Permit.

## 01 79 00 – Instruction of Owner's Personnel

- Videographer to record the trainings
- Two identical sessions, unless otherwise specified in individual equipment specifications and the Contract Documents
  - Each session scheduled for different weeks.

# Questions?



# Site Walkthrough



**Attachment B – Public Notice of Prequalified General Contractors and Subcontractors**



**SPRINGFIELD WATER AND SEWER COMMISSION  
WEST PARISH WATER TREATMENT PLANT**

**SWSC RFQ NO. 24-21 REQUEST FOR QUALIFICATIONS FOR SUBCONTRACTORS  
&  
SWSC RFQ NO. 24-22 REQUEST FOR QUALIFICATIONS FOR GENERAL CONTRACTORS**

Please be advised that the Springfield Water and Sewer Commission (Commission) has reviewed and ranked all submitted Statements of Qualifications for RFQ No. 24-21 and RFQ No. 24-22. The following firms have been prequalified:

- General Contractors:
  - Joint Venture: C.H. Nickerson & Company, Inc. and O&G Industries, Inc.
  - Joint Venture: Barletta Heavy Division, Inc. and J.F. White Contracting Co.
  - MWH Constructors, Inc.
  - Walsh Construction Company II, LLC
- Subcontractors:
  - Acoustical Tile:
    - H. Carr & Sons, LLC
    - Cheviot Corporation
    - Rocky's Acoustics Co., Inc.
    - Central Ceilings, Inc.
  - Electrical:
    - Wayne J. Griffin Electrical, Inc.
    - Universal Electric Co.
    - Collins Electric Co.
    - Elm Electrical, Inc.
    - J.F. White Contracting Co.
  - Fire Protection Sprinkler Systems:
    - Carlysle Engineering, Inc.
    - SRI Fire Sprinkler, LLC
  - HVAC:
    - J.F. White Contracting Co.
    - B-G Mechanical Services, Inc.
    - General Mechanical Contractors, Inc.
  - Masonry:
    - Giliberto & Sons
    - Fernandes Masonry, Inc.
    - Lighthouse Masonry, Inc.
    - Sullivan & Narey Construction Co., Inc.
  - Metal Windows:
    - Greenfield Glass Co., Inc.
    - A&A Window Products, Inc.
    - R&R Window Contractors, Inc.
    - Chandler Architectural Products
    - Kapiloff's Glass, Inc.

- Miscellaneous & Ornamental Iron:
  - The Berlin Steel Construction Company
  - United Steel, Inc.
  - Avid Ironworks, Inc.
  - C.H. Nickerson & Co., Inc.
- Painting
  - Soep Painting Corp.
  - Keltic Painting, LLC
  - John W. Egan Co., Inc.
- Plumbing:
  - B-G Mechanical Services, Inc.
  - Harding & Smith, LLC
  - TJ Conway Company
  - Kleeberg Mechanical Services, LLC
  - Adams Plumbing & Heating, Inc.
- Roofing and Flashing:
  - J.D. Rivet & Co., Inc.
  - Silktown Roofing, Inc.
  - Greenwood Industries, Inc.
  - Titan Roofing, Inc.
  - Capeway Roofing Systems, Inc.
- Tile:
  - Capital Carpet and Flooring Specialists, Inc.
  - Ayotte & King for Tile
  - Jantile Boston
- Waterproofing, Dampproofing, and Caulking:
  - Giliberto & Sons
  - The Waterproofing Company, LLC
  - Beacon Waterproofing
  - Superior Caulking & Waterproofing
  - Folan Waterproofing & Construction
  - P.J. Spillane Co.

The list of prequalified General Contractor and Subcontractor firms will be posted at the Commission's bid room and within the Commonwealth's state-wide COMMBUYS procurement system. Only General Contractor and Subcontractor firms prequalified for this Project will be permitted to submit bids in response to a Request for Bids (RFB) which will be issued in the second phase of the procurement process. The Commission anticipates that copies of the plans and specifications for this Project will be available to you from the Commission Issuing Office at [www.biddocsonline.com](http://www.biddocsonline.com) on or after February 28, 2024. The Commission will, however, issue a public notice confirming the availability of the plans and specifications. The ultimate awarding of a contract resulting from the RFB is subject to the approval of the Board of Commissioners of the Commission.

The Project delivery method for construction will be design-bid-build. The Project generally consists of construction of a 65-mgd firm capacity dissolved air flotation (DAF) filtration water treatment plant, including raw and treated water conveyance, chemical storage and feed equipment, dewatering facility, new electrical feed and emergency generator, workshop, laboratory, other administrative spaces, and site improvements for access, parking, and stormwater management. The site of the Project is located on the existing West Parish Filters site at 1515 Granville Road, Westfield, Massachusetts. The Commission anticipates work on the Project will commence in June of 2024, and construction will be completed within 1,508 calendar days from the date of the notice to proceed to the General Contractor.

The Commission is an EEO/DMBE/DWBE employer, and is committed to the utilization of disadvantaged business enterprises as vendors, suppliers, and contractors in all aspects of procurement and contracting to the maximum extent feasible. DMBE and DWBE participation and minority work force goals will apply to this Project. General Contractor firms are reminded that the project is funded by the Water Infrastructure Finance and Innovation Act, as well as the Massachusetts Clean Water Trust (SRF), and are encouraged to make themselves familiar with any associated compliance requirements.

Theo G. Theocles, Esq., Director of Legal Affairs and Chief Procurement Officer

Tel No. (413) 452-1362

[Theo.Theocles@waterandsewer.org](mailto:Theo.Theocles@waterandsewer.org)

Advertised in the Commonwealth's state-wide COMMBUYS procurement system, December 20, 2023.

**Attachment C – 00 73 00 Supplementary Conditions Part V – Project Labor Agreement**

**SECTION 00 73 00**  
**SUPPLEMENTARY CONDITIONS PART V**  
**PROJECT LABOR AGREEMENT<sup>1</sup>**

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<sup>1</sup> Addendum No.1

**NO TEXT ON THIS PAGE**

**FORM OF PLA FOR PRESENTATION TO THE COMMISSION ON 2/14/2024 BASED  
ON NEGOTIATIONS WITH PVBTC AND NASRCC THROUGH 2/12/2024**

**PROJECT LABOR AGREEMENT FOR**

**WEST PARISH FILTERS WATER TREATMENT PLANT**

**BETWEEN**

**PIONEER VALLEY BUILDING AND CONSTRUCTION TRADES COUNCIL**

**AND**

**THE NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS**

**AND**

**GENERAL CONTRACTOR ("TBD")**

**FORM OF PLA FOR PRESENTATION TO THE COMMISSION ON 2/14/2024 BASED  
ON NEGOTIATIONS WITH PVBTC AND NASRCC THROUGH 2/12/2024**

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**FORM OF PLA FOR PRESENTATION TO THE COMMISSION ON 2/14/2024 BASED  
ON NEGOTIATIONS WITH PVBTC AND NASRCC THROUGH 2/12/2024**

**PREAMBLE**

This Project Labor Agreement (the “PLA” or the “Agreement”) is entered into this 3<sup>rd</sup> day of February 2024, by and between {General Contractor} (the “General Contractor”), its successors or assigns, and the Pioneer Valley Building and Construction Trades Council (the “Council”) for its affiliated Local Unions, and the North Atlantic States Regional Council of Carpenters (“NASRCC”) (the Council, local unions and NASRCC are referred, to herein, collectively, as the “Union” or “Unions”) with respect to the construction work, owned and contracted by the Springfield Water and Sewer Commission (hereinafter, “Commission” ) for the construction of the West Parish Filters Water Treatment Plant (“the Project”).

This Agreement will be included in the bid documents, subcontract specifications and other contract documents for work covered by this Agreement. All Contractors performing covered work will become party to this Agreement. The term “Contractor” (or “Contractors”) includes all construction contractors and subcontractors of whatever tier engaged in the on-site performance of work covered by this Agreement, including the General Contractor when it performs on-site construction work within the scope of this Agreement. Where specific reference to the General Contractor alone is intended, the term “General Contractor” is used.

The Unions, General Contractor, and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement, together with the Appendices and the Schedule A agreements incorporated therein, represents the complete understanding of the parties. By virtue of signing this Agreement, no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who becomes a signatory hereto, without regard to whether the successful bidder performs work at other projects or sites not related to this Project on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. The Unions also acknowledge that the Commission has specified

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disadvantaged workforce participation goals, and that this Agreement includes processes and procedures to ensure compliance with those goals. This Agreement shall not apply to any contractor for work that is performed on any other project or at any location other than at the Project site as further defined in this Agreement. The Unions and Contractors hereby pledge to work cooperatively on this Project with all Contractors awarded work governed by this Agreement, despite any other dispute they may have with a Contractor over, including, for example, disputes over payment of wages or fringe benefit fund contributions relating to work performed on other projects not covered by this Agreement.

**ARTICLE I: PURPOSE**

The purpose of this Agreement is to identify and to ensure that all Project Work (as defined in Article II below) will be performed, efficiently, economically, with due consideration for the protection of labor standards, wages and working conditions and that it will proceed without interruption in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement. The parties recognize that timely and successful completion of the Project is critical to preserve the ability of the Commission to continue to provide an adequate supply of safe drinking water to its customers in the region. It is further understood that in the spirit of such labor harmony, labor management peace and stability, that the Union and the Contractor shall coordinate as may be necessary with other work taking place on Commission facility grounds that is not connected to the Project. The parties also acknowledge that this project requires compliance with an array of state and federal laws governing the planning, funding, procurement, and construction specifications of this project, including, but not limited to G.L. c. 149 § 44A-44J and the Water Infrastructure Finance and Innovation Act (“WIFIA”) and the Massachusetts Clean Water Trust credit assistance compliance requirements. In furtherance of these purposes, the parties agree to establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the Contractor(s) and the Unions, or their members, to the end that the

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Commission, the Contractors and the Unions are assured of complete continuity of operation without slowdown or interruption.

The parties are committed to providing open access to bidding opportunities for all Contractors and to assure both compliance with required Project goals and an adequate supply of craft workers possessing the requisite skills and training in order to provide the ratepayers a Project of the highest quality. Further, the parties agree to cooperate throughout the terms of this Agreement to increase efficiency and productivity.

**ARTICLE II: SCOPE OF THE PROJECT LABOR AGREEMENT**

This Agreement shall apply and is limited to all construction included in the General Contractor's scope of work, necessary to construct the new West Parish Filters Water Treatment Plant, including demolition, abatement, construction, and reconstruction, and related Project work, as provided below, referred to collectively as the "Project Work".

Section 1. The Parties agree that the Project Work will include:

- (a) All site remediation construction work;
- (b) All demolition required on site;
- (c) All abatement required on site;
- (d) Relocation of utilities, excluding work to be performed directly by utility providers;
- (e) Excavation and backfill;
- (f) Drilling and blasting;

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- (g) Construction of new Water Treatment Plant and all other new facilities and grounds within the scope of the General Contractor's contract with the Commission;
- (h) Demolition of the existing Water Treatment Plant and all related facilities;
- (i) Other ancillary work within the scope of the contract between the General Contractor General Contractor and the Commission for this Project; and
- (j) Construction work at fabrication yards or assembly plants, located in close proximity to the Project site and set up for the purpose of servicing the construction project.

It is understood by the parties that the Commission may at any time and in its sole discretion order changes in the scope of the Project and/or revise the scope of any one or more of the particular Project segments covered under this Agreement.

Section 2. This PLA shall be limited to the Project Work performed on the Project site historically performed by members of the construction trades in this venue. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function that may occur in or around the Project site including, work performed by local utilities and work outside the scope of this Project, as defined by the agreement between the Commission and the General Contractor on the Project.

Section 3. Work specifically excluded from the scope of this PLA includes but is not limited to the following:

- (a) General maintenance and operations work on the existing Water Treatment Plant, (including clear wells, backwash pumping station, existing filters, energy dissipating valve project, and existing residential managers facilities) and all facilities therein.

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- (b) Work of professional, engineering, administrative, supervisory and management employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineers, inspectors, quality control personnel, quality assurance personnel, timekeepers, surveyors, mail carriers, clerks, office workers, messengers, guards, emergency medical and first aid technicians, and safety personnel.
  
- (c) Pre-construction assessments, investigations, or studies, including, but not limited to: environmental site assessments, preliminary site assessments or remedial investigations, pre-design investigations, pilot, studies, or academic research projects.
  
- (d) All deliveries to and from the Project site, including but not limited to, transportation of mobile bathrooms, waste, excavated materials, scrap, demolition and related materials away from the site for disposal.
  
- (e) Any work performed on or near or leading to or onto the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors, including work by electric or gas utilities, cable and telephone including installation of public and private telecommunications equipment, services, transmitters, antennas and servers and/or by the Commission or its contractors (for work which is not part of the scope of this Agreement).
  
- (f) Equipment suppliers (and their employees) performing or assisting in on-site equipment installation and on-site equipment warranty work and work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee or the onsite supervision of such work. At least four (4) business days' notice shall be given to the Unions before any work is performed pursuant to this section.

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- (g) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience that employees represented by the Unions do not possess. At least fifteen (15) calendar days' notice shall be given to the Unions before any work is performed pursuant to this section. Any specialized or technical work subject to this Section anticipated by the General Contractor or any other Contractor shall be discussed at the Pre-Job Conference held pursuant to Article XIII. Any disputes regarding the application of this Section shall be subject to the grievance process in Article XVI.
  
- (h) All emergency work related to an immediate and unplanned action at the jobsite that must be taken to alleviate a hazardous condition that represents an immediate threat to life, health, safety or property ("Emergency Work").
  
- (i) Non-construction support services, including, but not limited to catering, water coolers, medical services, mobile bathrooms, and workforce training, contracted by the Commission or General Contractor in connection with this Project.
  
- (j) Start up and commissioning services provided by a vendor for facilities covered by the Agreement. To the extent that commissioning and start-up activities result in the discovery of a defect or other concerns, necessary remedial work is within the scope of the agreement.
  
- (k) Work on the accepted ("turned-over") portions of the Project.
  
- (l) Exploratory geophysical testing and boring.
  
- (m) Laboratory or specialty testing, inspections, and surveying.

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- (n) Any work performed for or by the Commission under any other contract, work order, assignment, or other agreement-outside of the scope of the Commission's contract with the General Contractor for the Project.
  
- (o) Construction work ancillary to the Project but not included in the scope of work for the General Contractor. When General Contractor is informed of such construction work, it will notify the Unions as soon as possible thereafter, but not later than seventy-two (72) hours prior to the commencement of such work.

Section 4. The General Contractor, or any Contractor as appropriate, has the absolute right to select the lowest responsive and responsible bidder for the award of contracts under this PLA without reference to the existence or nonexistence of any other agreement between such bidder and any party to this PLA provided only, however, that such bidder is willing, ready and able to execute the attached Letter of Assent and to comply with applicable provisions of the PLA.

Section 5. It is agreed that all Contractors of whatever tier, who have been awarded contracts for work on the Project covered by this PLA on or after the effective date of this PLA shall be required to execute the attached Letter of Assent, accept and be bound by the terms and conditions of this PLA and indicate their acceptance by execution thereof prior to the commencement of work. A copy of the Letter of Assent executed by the Contractor shall be immediately transmitted to the Council and General Contractor prior to the dispatch of employees to the job site.

Section 6. This Agreement (including its attached Schedule A collective bargaining agreements as specified herein and their successors, except as provided herein), shall apply to all covered Project Work, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement, except the work performed under the terms of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreement, with the exception of Articles XIV, XV,

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and XVI of this PLA, which shall apply to such work. The attachment of Schedule A agreements to this Agreement does not constitute the endorsement of any claim of jurisdiction over work, which claim must be resolved under the provisions of this Agreement. Where a subject covered by the provisions of this PLA is also covered by the terms of a local collective bargaining agreement of any of the Local Unions identified in Schedule A, the provisions of this PLA shall prevail. Where this Agreement does not address a subject that is addressed in a Schedule A agreement, the relevant terms in the Schedule A agreement shall apply for work covered by such agreement. Any dispute as to the applicable source between this Agreement and any Schedule A agreement for determining the wages, hours and working conditions of employees on the Project shall be resolved by the Standing Arbitrator, [TBD] or the Alternate Standing Arbitrator, [TBD], if the Standing Arbitrator is not available, under the procedures established in Article XVI.

Section 7. It is understood that this Agreement together with the attached local union and craft Collective Bargaining Agreements, constitutes a self-contained, stand-alone Agreement and that by virtue of having become bound to this PLA Agreement, the Contractors will not be obligated to sign any other local, area or national agreements.

Section 8. Program for Minority/Women Business Enterprises (M/WBEs) who are not signatories to Schedule A agreements at the time of bidding.

- (a) The Parties recognize that there are barriers to entry for many M/WBEs on construction projects in Massachusetts. The Parties therefore agree that, in consultation with the Council and NASRCC, the Commission and the General Contractor, will work collaboratively to support M/WBEs to successfully bid and participate on the Project. A M/WBE that holds a current certification as a Minority or Women Business Enterprise issued or accepted by the Massachusetts SDO and is awarded a contract at or under One Million Dollars (\$1,000,000) (a “Disadvantaged Business Enterprise Contract”), regardless of contract tier, shall not be subject to Article IV or V of this Agreement, but shall sign the Letter of Assent. This dollar limit is not in any way



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intended to limit or prohibit M/WBEs from bidding on larger contract packages under the terms of Article IV, Sections 9-10.

- (b) Notwithstanding any provision in this Agreement to the contrary, no provision of a Schedule A agreement will apply to M/WBEs awarded a Disadvantaged Business Enterprise Contract under this section.
- (c) The parties agree to meet at least monthly throughout the duration of the contract, at least four (4) times within 60 days after the effective date of this PLA to identify potential mentoring, technical, and financial assistance resources, as well as provide status updates to the Commission, or its designee. Such additional resources shall be shared with M/WBE networks and interested firms. The Commission, or its designee, shall be invited to these meetings.
- (d) As a component of these Disadvantaged Business Enterprise Contracts, all parties agree to assist potential M/WBE bidders in understanding the bidding and public contracting processes.

Section 9. Any Contractor who is awarded a Disadvantaged Business Enterprise Contract under Article II, Section 8, shall not be obligated by Articles IV, V, XI or XII, to utilize the Agreement's provisions for Union referral of workers, to participate in Union-sponsored apprenticeship programs, or to participate in any fringe benefit fund sponsored by the Unions signatory to this Agreement. Each such Contractor shall, nonetheless, be required by this Agreement to:

- (a) Pay wages and benefits to its employees, for the duration of the Project, at hourly wage and fringe benefit contribution rates for those classifications contained in the applicable prevailing wage determinations in the location where the Project is located made by the Massachusetts Executive Office of Labor and Workforce Development, Department of

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Labor Standards, which are incorporated in the Contractor's contract and as contained in Appendix D, and amended annually as required by law.

(b) Comply with all other provisions of this Agreement.

Section 10. The General Contractor or Commission, pursuant to the terms and conditions of its contract with the Commission, may terminate, delay, and/or suspend any or all portions of covered work at any time. Further, the Commission or General Contractor may prohibit some or all work on certain days based on bona fide emergencies, including but not limited to weather and safety conditions.

Section 11. This Agreement shall only be binding upon the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 12. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Commission or General Contractor and/or any Contractor.

Section 13. This Agreement shall be limited to the work within the scope of this Agreement, as set forth in Section 1 of this Article, which is awarded on or after the effective date of this Agreement.

Section 14. None of the provisions of this Agreement shall apply to the Commission. Nothing contained herein shall be construed to prohibit or restrict the Commission or its employees from performing work not covered by this Agreement on the Project site.

Section 15. It is understood that the Commission, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time. The Commission may, at its

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option, expand the scope of the covered work at any time. Further, the Commission may prohibit some or all work on certain days to accommodate operational considerations at the existing West Parish Filters Water Treatment Plant and appurtenant facilities.

**ARTICLE III: ACCESS AND OPPORTUNITY**

Section 1. Access and Opportunity. The parties have agreed to various provisions of the Agreement to bolster the inclusion of minorities, women, and people residing within the Commission's Service Area ("Resident Employees") defined in Appendix C in the employment opportunities created by the Project. These provisions include, but are not limited to, workforce hiring goals, apprentice hiring goals, training and anti-discrimination policies and practices.

- (a) The parties acknowledge that in addition to the provisions of the contract between the General Contractor and Commission referenced require the establishment of, among other things, (1) participation goals for minority, women and Resident Employees on the Project as journeypersons and apprentices, (2) processes and procedures to ensure compliance with the workforce participation goals, including, but not limited to, a requirement to employ a sufficient number of apprentices..
- (b) The parties to this Agreement support the development of increased numbers of skilled minorities, women and Resident Employee construction workers to meet the needs of this Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage and undertake meaningful efforts to support the referral and utilization of minorities, women and Resident Employees as journeypersons and apprentices on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory Local Unions at or above the levels set forth in Appendix C. In the event that a Union is unable to meet the workforce utilization goals of minorities, women, and/or Resident Employees set forth in Appendix C for its Contractor, the Contractor may employ qualified applicants from any other available

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source after providing the Union and the Commission a minimum of 48 hours' written notice.

- (c) In furtherance of the parties' intent to comply with the Act, the Council and the NASRCC agree to make all reasonable efforts to achieve or exceed workforce participation goals set forth in Appendix C in partnership with their affiliate Unions and Project Contractors. The Unions and Contractors will actively recruit qualified minorities, women and Resident Employees to participate in, and obtain membership in the respective unions and apprenticeship programs to meet or exceed the workforce participation goals set by this Agreement. Contractors and the Unions further agree to provide all qualified and available minority, women, and Resident Employee journeymen and apprentices the first available opportunities to work on the Project. The Unions and Contractors will actively recruit qualified applicants, residing within the Commission's Service Area as set forth in Appendix C, minorities and women and connect them with opportunities to participate in high quality pre-apprenticeship, programs that provide pathways into apprenticeship as permissible under Federal State and local regulations. The Unions and Contractors further agree they will work cooperatively with any efforts in conducting pre-apprenticeship recruitment and other pipeline programs with the goal of reaching underserved communities and their minority and women residents. The Unions, working with the General Contractor, shall provide the Commission with a detailed written plan outlining how they will conduct and document these efforts. The General Contractor shall submit monthly reports detailing and identifying participation of all minorities, women and resident employees working on the project, with details including but not limited to: employer, residency, running total of hours worked on the project, and other pertinent information. The form of the report must be approved by the Commission.

**ARTICLE IV: UNION SECURITY, RECOGNITION & EMPLOYMENT**

Section 1. Except as provided in Article II, Section 8 and 9, the Contractor recognizes the Unions as the sole and exclusive bargaining representatives of all craft employees, including

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core employees, if any, within their respective jurisdictions working within the scope of this PLA on the Project. The parties acknowledge that the collective bargaining relationship so established by this Agreement is a “pre-hire” relationship permitted by Section 8(f) of the National Labor Relations Act (“Act”).

Section 2. The Contractor shall have the sole right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with any other provisions of this PLA, including Article V, Section 4 below.

Section 3. For Unions now having a job referral system as contained in Schedule A agreements, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral systems will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected by obligations of union membership or the lack thereof. In the event that the Union’s Schedule A agreement does not contain a job referral system as set forth in this section, the Contractor shall hire employees in accordance with the Union’s established practices and procedures.

Section 4. The Contractor may reject any referral for any lawful nondiscriminatory reason, provided the Contractor complies with Article X, Section 13.

Section 5. In the event that the Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from any other available source. The Contractor shall notify the respective Union of all the employees hired, to perform work covered by the scope of this Agreement, by any source other than referral from the Union within twenty-four (24) hours of employee's date of employment. Individuals hired pursuant to this section shall be paid wages and fringes in accordance with the terms of this Agreement and may remain employed on the Project at the Employer’s discretion.

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Section 6. Except as required by law, the Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor.

Section 7. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor, including calls to local unions in other areas when its referral lists have been exhausted consistent with this Agreement, including, but not limited to, Articles III, this Article IV, and XII.

Section 8. No employees, including core employees, as defined below, shall be required to comply with the union security provision by virtue of their employer signing this Agreement. The Contractor agrees to deduct union dues or representation fees, whichever is applicable, from the pay of any employee who has executed or executes a voluntary authorization for such deductions and to remit the dues to the appropriate union body. This Agreement is not intended to supersede independent requirements in applicable Schedule A Agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

Section 9. The parties recognize the Commission's commitment to provide opportunities to participate on the Project to all Contractors qualified, willing and able to submit successful bids consistent with its bidding requirements. For Contractors who already employ some or all labor directly, this section addresses conditions upon which "core" employees may be employed on this Project.

- (a) For Contractors who are already signatory to a Schedule A agreement through the duration of this agreement, the Schedule A agreement shall apply with regard to referrals.

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(b) For Contractors who do not already have a collective bargaining relationship with the applicable Union for work covered by this Agreement, the following terms shall apply. The Contractor may request by name, and the Local Union will honor, referral of up to a maximum of four (4) persons in each craft, provided that the Contractor first demonstrates that those persons possess all state and/or federal licenses and certifications necessary to perform the craft's work in Massachusetts for which their direct employer has been hired. Additionally, the persons will have been employed by the Contractor for at least 6 months out of the prior one (1) year, have worked at least 1,500 hours in the relevant trade over a two (2) year period, and have the ability to perform safely all essential functions of the relevant trade.

(c) Unless exempted under Article II, Sections 8-9, employers employing core employees under this section will pay wages and fringe benefit contributions consistent with Article XI, for the duration of the Project.

Section 10. The Union will first refer to such Contractor one (1) of the Contractor's "core" employees in the specific craft. Thereafter, the Union will refer one journeyman employee from the hiring hall for the affected trade or craft and will then refer one of such Contractor's "core" employees as an apprentice or a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired four (4) "core" employees in the specific craft, whichever occurs first. Thereafter all additional employees in the affected trade or craft shall be hired from the hall. For the duration of the Contractor's work the ratio of "core" employees to hiring hall referrals shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio as was applied in the initial hiring. The Contractor may elect to hire one of its "core" employees as a foreman.

Section 11. The Contractor shall notify the respective Union of all the employees hired to perform work covered by the scope of this PLA by any source other than referral from the Union within forty-eight (48) hours of employee's date of employment.

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Section 12. Except as provided in Section 10 above and Article V, Section 4, individual seniority will not be recognized or applied to employees working on the Project.

Section 13. The selection and hiring of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Contractor. Craft foremen shall be designated working foremen at the request of the Contractor. Craft workers covered by this Agreement will, in the normal day-to-day operations, take their direction and supervision from their foreman, except that authorized representatives of the Contractor may give incidental instructions to the workers in the absence of the foreman or in special circumstances when immediate direction is necessary.

**ARTICLE V: UNION REPRESENTATION**

Section 1. Authorized representatives of the Union shall have access to the Project site, provided they do not impede the work of the Commission's agents or the employees engaged in work on the Project, and that they fully comply with the visitor, security, and safety rules of the Project.

Section 2. Each signatory Local Union shall have the right to designate a working journeyman as steward and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his/her duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

Section 3. In addition to working as an employee, the steward shall have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and, if applicable, subcontractors, and not with the



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employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

Section 4. The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward. If a steward is protected against any such layoff by the provisions of any of the Collective Bargaining Agreements of the Local Union identified in Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union and General Contractor shall be notified immediately by the Contractor.

Section 5. At certain times the General Contractor and Commission's agents and personnel may be working in close proximity to construction activities for the Project, and the Union agrees that the Union representatives, stewards and individual workers will not interfere with Commission's agents and personnel, or personnel employed by any other employer not a party to this PLA.

Section 6. The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

**ARTICLE VI: MANAGEMENT RIGHTS**

Section 1. The Contractor retains the full and exclusive authority for the management of its operations and shall be responsible for the management and prosecution of the work consistent with the provisions of this Agreement. Except as expressly limited by other provisions of this Agreement, the General Contractor retains the right to direct the workforce, including the hiring, promotion, transfer within a contract, layoff, discipline or discharge for just cause of its

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employees; the selection of foremen; the assignment and schedule of work; the promulgation and change of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed, except as specifically established in this PLA or in the applicable Schedule A agreement(s). The Contractor may utilize any methods or techniques of construction.

Section 2. Except as otherwise expressly stated in this Agreement and in the General Contractor's agreement with the Commission, there shall be no limitation or restriction upon the General Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Notwithstanding this management right, the General Contractor agrees, given the critical importance of workforce development, including the employment of local residents and apprentices on this Project, that the General Contractor shall agree to abide by applicable Schedule A agreements for work within the jurisdiction of the following local unions: Plumbers & Pipefitters Local 104, IBEW Local 7, Sheet Metal Workers Smart Local 63, Sprinkler Fitters Local 669, with regard to the sourcing of pre-cast, pre-fabricated, pre-finished, and pre-assembled materials. The Contractor may without restriction install or otherwise use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment or facilities. Unless excluded from the scope of this Agreement under Article II, Section 3, the on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of manufactured items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or, by employees of the vendor or manufacturer where performance of the work by those employees is expressly stated in the manufacturer's or vendor's

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written warranty or guarantee to be a condition for the warranty or guarantee for such manufactured item. This exclusion does not apply to any on-site construction work subcontracted by such manufacturer or vendor. Unless otherwise required to obtain a warranty, the Contractor responsible for performing the work will assign the work to the appropriate craft prior to the commencement of work.

Section 3. The use of new technology, equipment, machinery, tools and/or laborsaving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article XVI of this Agreement.

Section 4. The Commission reserves the right to use its employees to operate or maintain the Commission's facility with no limitations.

Section 5. Pursuant to and consistent with Article XVII (Jurisdictional Disputes), Section 1, the Contractor may use composite crews for certain work activities to achieve efficient production. When such circumstances exist, the Contractor shall, at a pre-job conference prior to implementation, discuss the work involved and the make-up of the crews. In the performance of the work, all employees will perform the work they are assigned.

Section 6. Any provision in any Schedule A agreement directed solely at project labor agreements, which increases crew sizes, wages, or fringe benefit contributions, or changes work rules shall be void and unenforceable in this PLA.

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**ARTICLE VII: WORKING CONDITIONS**

Section 1. A craft that has been given a job assignment by a Contractor may use any tool, device, or method of application (such as but not limited to the welding/cutting torch and chain fall) necessary to complete that assignment provided that the assigned employee(s) can safely use the tools and/or equipment involved, and that they possess the proper certification needed for operation of those tools and/or equipment.

Section 2. After notice and consultation with the Union, the Commission and/or General Contractor may establish and/or amend such reasonable Project rules as the Commission and/or General Contractor deem appropriate and not inconsistent with this Agreement. Such rules shall be distributed to all employees and posted at the Project site. Failure of an employee to conform to these rules may subject him/her to appropriate disciplinary action, which may include discharge.

Section 3. The Contractor shall allow one 15-minute break for each employee. There will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee's work location. In order to meet operational needs, the Contractor may require the employee to remain at the place of work during the break.

Section 4. A Contractor may establish a tool room or warehouse. It is agreed that the manpower required for the operation of the tool room or warehouse shall be the employees normally in the direct employ of the Contractor.

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Section 5. Security procedures for control of tools, equipment and materials are the responsibility of the Contractor. Employees having any company property or the property of another employee in their possession without authorization may be subject to immediate discharge. The Contractor will be responsible for the establishment of reasonable security measures for the protection of personal, Contractor and Commission property.

Section 6. The Contractors shall provide adequate supplies of drinking water and sanitary facilities for the use of all employees.

Section 7. Slowdowns, standby crews without prior approval of the General Contractor, and featherbedding practices will not be tolerated.

Section 8. Any employee who willfully damages the work of any other employee, or any material, equipment, apparatus, or machinery shall be subject to immediate termination.

Section 9. The Unions pledge to work with management on this Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

Section 10. The Contractor shall provide sufficient number of separate bathrooms for women on the Project that are reasonably convenient to their workplaces and that have internal locking mechanisms.

**ARTICLE VIII: TRAVEL AND SUBSISTENCE**

Travel expenses, travel time, subsistence allowance and parking reimbursements shall not be applicable to work under this Agreement.

**ARTICLE IX: PROJECT SAFETY, MEDICAL RULES, AND REGULATIONS**

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Section 1. In accordance with the general duty requirements of the Federal Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the Project site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by any Contractor, General Contractor, or the Commission. It is understood that the employees have an obligation to use reasonable care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Commission. In instances where an employee is injured, the General Contractor shall immediately notify the General Contractor. Reasonable project specific health, safety, and security rules and regulations will be promulgated by the General Contractor after notice the Union. Employees shall be bound by such rules. These rules will be published and posted in conspicuous places throughout the Project.

Section 2. Work performed at this site shall be performed in compliance with the Federal Occupational Health and Safety Act and its regulations.

Section 3. The use, sale, transfer, purchase and/or possession of a controlled substance and/or alcohol while on the Commission's premises at any time during the workday is prohibited. To the extent testing is deemed necessary to address substance use on the project during the workday, it shall be conducted in compliance with the Schedule A agreement of the applicable trade affected.

Section 4. The unauthorized use or possession of firearms, weapons, explosives or incendiary materials on or near the Project premises, including Commission-owned or leased parking lots, is prohibited. Any employee who violates this provision will be subject to discipline including discharge and/or removal from the Project.

Section 5. The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Commission and/or General Contractor.

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Section 6. A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated in accordance with the provisions of Article X, Section 13.

Section 7. Public Health. All persons on the project site shall be required to comply with the Commission's requirements with respect to public health emergencies throughout the life of the Project. The parties recognize the Commission reserves the right to modify the above requirements based upon the then current conditions and guidelines in place throughout the life of the Project. Notice of any amendments or modifications shall be provided to the Council and NASRCC on a timely basis.

**ARTICLE X: HOURS OF WORK, OVERTIME AND HOLIDAYS**

Section 1. Eight (8) hours per day between the hours of 6:00 A.M. and 5:00 P.M., plus one-half (½) hour unpaid lunch shall constitute the standard workday. Employees shall be entitled to a one-half (1/2) hour unpaid lunch period approximately mid-way through the shift. The standard workweek will be forty (40) hours, Monday-Friday. The Union(s) shall be informed of the workday, work week and work starting time set by the Contractor at the pre-job conference which may be changed thereafter by the Contractor upon three (3) working days' notice to the Union(s) and the employees, or upon less notice if the change is directed by the Commission. This standard workday and work week may be changed in advance of construction by the specifications in contract bid documents or, during the progress of the work, as necessary by the Commission to meet specification requirements or immediate operating requirements, or as directed by any federal, state or local government agency empowered to impose such changes. Such changes shall be made with as much notice as possible to the affected Unions and workers consistent with the operating condition requiring the change.

Section 2. Except as provided herein overtime shall be defined as all hours worked in excess of eight (8) daily, Monday through Friday, after forty (40) hours, and all hours worked

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on Sunday and holidays and shall be paid as follows unless otherwise provided in an applicable Schedule A:

- (a) One and one-half (1 ½) times the regular rate of pay, Monday through Friday, and the first eight (8) hours on Saturday;
- (b) One and one-half (1 ½) times the regular rate of pay on all hours in excess of eight (8) on Saturday and all hours on Sunday and holidays.

There shall be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be required to work overtime. There shall be no pyramiding of overtime pay under any circumstances. The Unions agree to perform overtime work as requested.

Section 3. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time, which is defined as a minimum of ten (10) minutes before the scheduled end of the shift. This time shall be used for pickup, clean up and travel. The place of work shall be defined as the gang or toolbox, or equipment at the employee's assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor unless pay is required by this PLA or the applicable Schedule A agreement.

Section 4. Shift work may be performed at the option of the Contractor(s) upon three (3) working days' prior notice to the Union, unless a shorter notice period is provided in the applicable Schedule A agreement. Where, however, a shift change is directed by the Commission and is required by immediate and necessary conditions, shorter notice of the shift change may be given, provided that such notice is given not later than the end of the work shift prior to the commencement of the change. Once instituted, an established shift shall continue for a period of



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not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. Where operating conditions cause the change, the shift schedule will continue for the duration of the condition causing the change and may be ended with a reversion to the original shift without penalty. Notice to the Unions and the workers at the time of the change of shift will include notice of the expected duration of the change. If two (2) shifts or three (3) shifts are worked, the second shift shall consist of seven and one-half (7 ½) hours of continuous work exclusive of one-half (½) hour unpaid lunch period for eight (8) hours' pay, and the third shift shall consist of seven (7) hours of continuous work exclusive of one-half (½) hour unpaid lunch period for eight (8) hours' pay, unless otherwise provided by an applicable Schedule A agreement. Unless otherwise provided by an applicable Schedule A agreement, the last shift starting on or before 6:00 P.M. Friday shall be considered Friday work time; while the first shift ending at or after 6:00 A.M. on Monday shall be considered Monday work time. The shift starting at or after 6:00 A.M. is designated as the first shift, with the second shift following.

Section 5. The Contractor may, upon five (5) working days' notice to the appropriate Union(s), establish a work week of four (4) consecutive ten (10) hour workdays (exclusive of one-half (½) hour unpaid lunch, approximately midway through the shift). Such work week will start on Monday and conclude on Thursday, and shall continue for a period of not less than two (2) workweeks. Pay compensation shall be at straight time for the first ten (10) hours of each workday.

Section 6. Multiple shift (a two (2) or three (3) shift) operations may be required on the entire Project if at any time the Contractor deems it advisable and necessary to work multiple shifts on a specific operation. When multiple shifts are worked, the number of employees on each shift of the operation may vary according to the conditions applicable to each shift and nothing shall require that there be "worker-for-worker" relief in successive shifts.

Section 7. When conditions beyond the control of the Contractor, contract specifications, or Commission's direction to the Contractor require that work can only be performed outside the regular day shift, or that the shift work time be split, then a special shift may be established and shall be paid pursuant to the rate of pay set forth in the applicable Schedule A

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agreement. The starting time of work will be set by the Contractor to fit the work conditions. It is recognized that due to operating restrictions, such shifts may be of less than eight (8) hours' duration.

Section 8. After fourteen (14) calendar days' notice to the Union, the Contractors may work a single shift consisting of six (6) days of work totaling fifty-eight (58) hours, Monday – Saturdays. The shift, if the Contractor elects to work it, will consist of ten (10) hours per day Monday – Friday and eight (8) hours on Saturday. Compensation for the ninth and tenth hours on Monday – Friday and for eight (8) hours on Saturday will be at time and one-half the applicable hourly rate of wages, unless an alternative rate is required by the applicable Schedule A agreement.

Section 9. The parties acknowledge that certain construction activities may pose unique work scheduling issues, including a requirement for continuous work twenty-four (24) hours per day, seven (7) days a week, particularly as continuous operation of the existing facilities may dictate and additionally including, but not limited to the placement of concrete. The parties agree to establish, in good faith, hours of work provisions to assure uninterrupted operation of the existing facilities and other work, including on concrete placement in accordance with contract specifications.

Section 10. Make-up Day. Should the Contractor be unable to work forty (40) hours in any workweek due to weather or other conditions over which the Contractor has no control, the Contractor may schedule a make-up day (Saturday for five eight-hour day (5/8) schedule; Friday for four ten-hour day (4/10) schedule, or Saturday for a four ten-hour day (4/10) schedule during a week when a holiday occurs). All hours worked on a make-up day to complete the forty (40) hours shall be paid pursuant to the rate in the applicable Schedule A agreement. For make-up day work, the full crew must be scheduled. The make-up day may not be utilized on an individual employee basis or to make up holidays. Make-up days are voluntary, and should a crew member decline the make-up day work, the Contractor may select a member of another crew as a

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replacement, or allow the crew to work without the regular crew member. All make-up day work will be scheduled for a full workday.

Section 11. Holidays. The recognized legal holidays under this PLA are New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. When a holiday falls on a Sunday, it shall be observed on the following Monday. Work schedules during holidays, and in the days immediately before and after holidays, shall be determined by the Commission.

Section 12. Work performed on holidays, as directed by the General Contractor and approved in writing by the Contractor, shall be paid at one and a half times the straight time rate of pay or as required by the applicable Schedule A agreement.

Section 13. Reporting Pay. When an employee reports for work at the time and place specified by the Contractor and he is not put to work, he shall be paid for two (2) hours at the applicable rate of compensation. If an employee starts work, but works less than four (4) hours and the employee is sent home, the employee will be paid for four (4) hours. If an employee works more than four (4) hours, but less than eight (8) hours, and the employee is sent home, the employee shall be paid for eight (8) hours. This provision shall apply to all shifts. It is the intent of this Section that an employee who shows up for work shall be paid for at least two (2) hours of a shift, except when he has been notified, at the Contractor's expense, not to report either by direct contact by the employer or by a method agreed upon by the Contractor(s) and the Union. When proper notice is given by media announcement no more than four (4) or less than two (2) hours prior to the start of the working day and the employee reports he shall not be entitled to reporting pay. Each employee shall furnish his Contractor with the employee's current address and telephone number and shall promptly report any changes in each to the Contractor.

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Section 14. Timekeeping. The Contractor may utilize brassing or comparable systems to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 15. Meal Period. The Contractor will schedule a meal period not more than one-half (½) hour's duration at the work location at approximately at the mid-point of the scheduled work shift (four (4) hours of an eight (8) hour shift in a five (5)-day work week, five (5) hours of a ten (10) hour shift in a four (4)-day work week), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule that coordinates the meal periods of two (2) or more crafts. If an employee is required to work through his meal period, the employee shall be paid an additional one-half (1/2) hour wages and benefits at the applicable overtime rates.

**ARTICLE XI: WAGES AND BENEFITS**

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed. All employees working on this Project, other than the employees of Disadvantaged Business Enterprise contract recipients, whose wages and benefits are set forth in Article II, Sections 8-9, will be compensated in accordance with the applicable Schedule A agreements.

Section 2. Except as provided under Article II Sections 8 and 9, all Contractors agree to timely pay fringe benefit contributions to the funds identified in Appendix B in the amounts designated in the Schedule A agreements and will also make all employee-authorized deductions in the amounts designated in the employee's written authorization for such deductions.

Section 3. Except as provided in Article II, Sections 8 and 9, the Contractor adopts and agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be made, and benefits paid out of such Trust Funds. Each

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Contractor authorizes the parties to such Trust Agreements to appoint Trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor and agrees to abide by all the rules of those Trust Funds.

Section 4. Except as provided in Article II, Sections 8 and 9, Contractors of whatever tier shall make regular and timely contributions required by Section 2 of this Article in amounts and on the time schedule set forth in the appropriate Schedule A agreement. Delinquency in remission of contributions is a breach of this Agreement. If a Contractor is delinquent in any such contributions, the Union or the Trust Fund shall provide timely notification to General Contractor and provide documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the General Contractor will attempt to resolve the delinquency among the Contractor, the Union and the Fund. If the delinquency is not resolved within ten (10) working days thereafter, the General Contractor, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the Contractor and shall not release such withholding until the Contractor is in compliance, provided, however, that if the delinquent amount is undisputed in whole or in part between the Fund and the delinquent Contractor, the General Contractor shall issue a joint check payable to the Fund and the Contractor in the amount of the undisputed delinquency. In the case of a delinquent General Contractor, the Union or the Fund shall notify the Commission of the delinquency and request the Commission to withhold, in an appropriate amount, any funds due and owing to the General Contractor under the process provided by applicable law. Pursuant to the announced commitment of the Commission, and to the extent permitted by law, the Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the Fund. Where there is no dispute as to the amount of the delinquency, retained amounts may be released by a joint check payable to the Contractor and the Fund in the amount of any undisputed delinquency.

**ARTICLE XII: APPRENTICES**

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Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry, including minorities, women, and Resident Employees, all Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and customarily performed by the craft in which they are indentured. The Contractors shall utilize apprentices who are participating in a state registered apprenticeship program, or any other training programs established by mutual agreement of the parties and governmental agencies that provide for training of individuals defined as minorities, women and veterans. The parties will make every effort to ensure that at least one-fifth of workers employed on this Project are apprentices and to meet the apprentice workforce goals set forth in Appendix C.

The parties also recognize that persons currently lacking the basic skills and qualifications to enter skilled apprenticeship programs will have opportunities through pre-apprenticeship programs to obtain the requisite qualifications and be considered for employment as apprentices with Contractors on site. The parties will endeavor to support such programs and, where appropriate employ participants and graduates of such programs consistent with the hiring obligations of this Agreement and the needs of the Contractor for skilled and experienced journeypersons and apprentices. The Unions will document these efforts in the form of a quarterly report to the General Contractor and the Commission. The form of the report must be approved by the Commission.

**ARTICLE XIII: CONTINUED COMMUNICATION**

Section 1. To the extent possible it is agreed that upon the final award of a contract or subcontract, to any Contractor, for work covered by this PLA, the General Contractor shall notify the President of the Council and, if applicable, the NASRCC representative, as to the name of the Contractor selected, the scope of work to be performed under the contract, and which crafts are anticipated to be involved in the performance of the scope of work. The General Contractor and the selected Contractor will hold a pre-job conference immediately after the Contractor is selected but no later than two weeks prior to the start of any work on the Project site. It shall be the responsibility of the Council to notify the respective Local Union of the pending award.

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Section 2. Periodic conferences shall be held by the parties approximately monthly for the purpose of discussing matters of mutual interest.

**ARTICLE XIV: NAMED ARBITRATOR**

It is agreed by the signatories of this PLA that the Arbitrator to be named under this PLA will be [TBD] or the Alternate Standing Arbitrator, [TBD], if the Standing Arbitrator is not available. He/she shall be used exclusively by the signatories to this PLA to answer to any and all questions arising out of the interpretation or application of the terms and conditions of this PLA. He/she shall also be named Arbitrator to satisfy the arbitration requirements of Article XV regardless of the cause of the alleged violation, but he/she will have no responsibility to decide jurisdictional disputes. Any party invoking arbitration under this PLA shall notify the other relevant parties by the most expeditious means available while also complying with any provisions of notice required in this PLA.

**ARTICLE XV: WORK STOPPAGE AND LOCKOUTS**

Section 1. There shall be no strikes, picketing, work stoppages, informational picketing, slowdowns or other disruptive activity affecting work covered by the PLA for any reason, including disputes relating to the negotiations or renegotiation of any of the Local Collective Bargaining Agreements of the Unions participating in this PLA and identified in Schedule A at the Project Site, by the Unions, or employees, against any Contractor, and/or the General Contractor and there shall be no lockout by any Contractor or the General Contractor.

- (a) Failure of any Union or employee to cross a picket line established by any Union, whether signatory or non-signatory to this PLA, or any other organization, at the Project site will be a violation of this PLA.
- (b) Disputes between the signatory unions and any other person or business carrying out its/their normal functions within the boundaries of the Project or at fabrication/lay down areas in close proximity to the Project and set up for the purpose of servicing the

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Project shall be so handled as not to interfere with the operation of the Project, or the work being performed under this PLA.

Section 2. Any employee violating Section 1 above shall be notified by the employer that his/her actions are in violation of the terms of his employment per this PLA, and that failure to return to work at the commencement of the next standard workday will result in disciplinary action, which could include dismissal, being taken against him/her. The notice shall be sent to the employee's last known address. A copy of the notice shall be sent to the Local Union representing the individual and the Union shall advise the individual to return to work.

If the Union and the Contractor cannot agree on the final disposition of disciplinary action taken against the employee, the parties agree to submit the issue to the Arbitrator named in Section 4 of this Article for final resolution.

Section 3. If the General Contractor or Contractor contends that any Union has violated this Article or Article XVII, Section 4, it will notify in writing the Union(s) involved, advising it of the fact, with copies of such notice to the Building Trades Council, North Atlantic States Regional Council of Carpenters, the General Contractor and the Commission (or it's Designee). The Council and/or the NASRCC will use their best efforts to cause the local union or unions to cease any violation of this Article.

Section 4. Any party may institute the following procedure, in lieu of or in addition to any other action at law or equity when a breach of Section 1 of this Article is alleged.

- (a) A party invoking this procedure shall notify the arbitrator named in Article XIV whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate Arbitrator named in Article XIV shall be appointed. In the event that neither is available, the permanent arbitrator shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, including telephone, email, facsimile, or hand delivery to



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the party alleged to be in violation and to the Council if it is a Union alleged to be in violation.

- (b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not before twenty-four (24) hours after the dispatch of the telegraphic notice required by Section 4(a), of this Article.
- (c) The arbitrator shall notify the parties by the most expeditious means available, including telephone, email, facsimile, or hand delivery of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing or issuance of any award by the arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of Section 1 of this Article has occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.
- (e) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telephone, e-mail or facsimile notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain

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a temporary order enforcing the arbitrator's award as issued under Section 4(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.
- (g) Fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or party's respondent.
- (h) If the permanent arbitrator determines that a work stoppage or other violation of Section 1 of this Article has incurred in accordance with (d) above, the involved Union(s) shall, immediately upon receipt of the award, direct all of the employees they represent on the Project to immediately return to work or otherwise cease the violation. If such employees do not return to work or cease the violation by the beginning of the next regularly-scheduled shift following the Union's receipt of the permanent arbitrator's award, each involved Union shall pay to the Commission the sum of Ten Thousand (\$10,000.00) Dollars as liquidated damages for the first shift in which the violation occurred, and shall pay an additional Ten Thousand (\$10,000.00) Dollars per shift for each shift thereafter on which the involved Union's employees have not returned to work. If the permanent arbitrator determines that a lockout has occurred in violation of Section 1, the arbitrator shall award back-pay to the employees who were locked out including all benefit fund contributions. If such liquidated damages are not paid within thirty (30) days from the date of the arbitrator's award, interest at the rate of 12% per

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annum shall be due on all unpaid amounts. The arbitrator shall retain jurisdiction to determine compliance with this Section and Section 3 of this Article.

Section 5. Procedures in Article XVI shall not be applicable to any alleged violation of this Article.

Section 6. The General Contractor is a party in interest in all proceedings arising under this Article and Article XVI and XVII and shall be sent contemporaneous copies of all notifications required under these Articles, and, at their option, may participate as full party in any proceeding initiated under these Articles.

**ARTICLE XVI: DISPUTES AND GRIEVANCES**

Section 1. All parties to this PLA, collectively and individually, realize the importance of maintaining the continuous and uninterrupted performance of work covered by this PLA and agree to resolve disputes in accordance with the expedited arbitration provisions set forth in this Article.

Section 2. Any question arising out of and during the term of this PLA involving its interpretation and application (other than violations of Article XV and Article XVII) shall be considered a grievance and subject to resolution under the following procedures:

(a) Step 1.

- i. When any employee subject to the provisions of this PLA except employees of Contractors awarded Disadvantaged Business Enterprise Contracts subject to Article II, Sections 8 and 9, feels aggrieved by a violation of this PLA the employee shall, through his/her Local Union Business Representative or job steward, give notice to the involved Contractor within a reasonable time after the occurrence of the violation,

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or when the violation was made known stating the provision(s) alleged to have been violated.

When any employee of Contractors awarded a Disadvantaged Business Enterprise Contract, subject to Article II, Sections 8 and 9, feels aggrieved by a violation of this PLA, the employee may give notice to the involved Contractor within a reasonable time after the occurrence of the violation, or when the violation was made known stating the provision(s) alleged to have been violated. Such employees may choose to represent themselves.

- ii. The Business Representative of the Local Union, the job steward, or, if applicable, Disadvantaged Business Enterprise Contract employee and a representative of the involved Contractor shall meet and endeavor to adjust the matter within twenty-four (24) hours after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within one week thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short factual description of the violation, the date on which the violation occurred, and the provision(s) of the Agreement allegedly violated.

(b) Step 2. Should the Local Union(s), employees of Disadvantaged Business Enterprise Contractors, or the General Contractor or any other Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within seven (7) working days, the dispute shall be reduced to writing and proceed to Step 3 in the same manner as outlined herein for the adjustment of an employee complaint. With regard to grievances in which a Small Business Enterprise Contractor and its employee(s) are parties, the Council and NASRCC shall be given advance notice prior to the memorialization of the grievance at Step 2.

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Step 3. The Business Manager, designee of the involved Local Union together with the International Union representative of that Union, if applicable, the Small Business Enterprise Contractor employee, if applicable, and the representative of the involved Contractor and a representative of the General Contractor shall meet within five (5) working days of the referral of the dispute to Step 3 to attempt to resolve the matter. If the parties fail to reach agreement, the dispute may be appealed in writing in accordance with the provisions of Step 4.

Step 4. If the grievance shall have been submitted but not adjusted under Step 3, either party may request, in writing, within seven (7) working days after the initial Step 3 meeting, that the grievance be submitted to the arbitrator identified in Article XIV of this PLA. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitration shall be borne equally by the involved Contractor and the involved Union(s). Provided however, where a Disadvantaged Business Enterprise Contractor and its employee(s) are the only parties to an arbitration, all arbitration fees and costs shall be borne by the Contractor. The Council shall receive a copy of any such award.

Section 4. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues timely presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 5. No adjustment or decision may apply retroactively exceeding sixty (60) days prior to the date of the filing of a written grievance except this limitation shall not apply to claims for contributions due to fringe benefit funds.

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Section 6. The General Contractor shall be contemporaneously notified by the involved Contractor of all actions at Steps 3 and 4 and shall be a party in interest at all grievance proceedings and arbitrations.

**ARTICLE XVII : JURISDICTIONAL DISPUTES**

Section 1. Work shall be assigned by the Contractor in accordance with area practice, and such assignments shall be disclosed by the Contractor at a pre-job conference. The General Contractor, the Contractors involved, and representatives of the appropriate Unions shall be invited to attend such conference.

Section 2. The Contractor will announce proposed work assignments at a pre job jurisdictional assignment conference held in accordance with industry practice not later than fourteen (14) working days before commencing any work under this PLA. The pre-job conference will include a representative of the General Contractor and the Unions. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to Commission's designee and the Council and, if applicable, North Atlantic States Regional Council of Carpenters, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Council, NASRCC, if applicable, and the General Contractor.

Section 3. There will be no strikes, work stoppages, slowdowns, interruptions or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the construction work shall continue uninterrupted as assigned by the Contractor.

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Section 4. The involved Contractor shall promptly notify the General Contractor who will work directly with the involved Union(s) and Contractor(s) to avoid any disruption or delay on the work in dispute pending resolution of the dispute.

Section 5. All jurisdictional disputes between or among Unions who have agreed to be bound to the procedures provided in the Plan for the Settlement of Jurisdictional Disputes (the "Plan") in the Construction Industry shall be resolved under the Plan and shall be settled and adjusted according to the Procedural Rules and Regulations for the Plan. The assignments of the Contractor(s) shall be followed until the dispute is resolved in accordance with the Plan. Decisions rendered under the Plan shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions.

Section 6. For all Unions who have not agreed to be bound to provisions of the Plan, all jurisdictional disputes between those unions, or between one of those unions and any other union(s) shall be settled through arbitration where the arbitrator shall be bound by area practice regarding the assignment of the work. By execution of this Agreement, the North Atlantic States Regional Council of Carpenters hereby notify the Contractor that they have not agreed to be bound to the procedures provided in the Plan. The assignments of the Contractor(s) shall be followed and work shall continue uninterrupted until the dispute is resolved. Decisions rendered by the arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions. The parties hereby appoint Thomas Pagan as the permanent arbitrator for all disputes under this Section. In the event that the named arbitrator is unavailable, Brad Coupe will be the alternate.

The arbitration hearing shall convene within thirty (30) calendar days of the date on which the dispute is submitted to the Permanent Jurisdictional Arbitrator. If the parties are unavailable for a hearing during weekday business hours in the thirty (30) day period, the hearing may be held in the evening or on the weekend. If the parties cannot agree on a time and date for the hearing, the Permanent Jurisdictional Arbitrator shall unilaterally schedule the hearing, taking into account as best as he/she can the parties' scheduling conflicts. The Permanent Jurisdictional Arbitrator

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shall be responsible for completing the arbitration hearing expeditiously and is encouraged to extend a hearing date into the evening in order to conclude the hearing as quickly as possible. If necessary, there will be a second day of hearing on the following day, but in no event shall the hearing exceed two contiguous days. Written submissions by the parties may be made at the hearing or within twenty-four (24) hours of the close of the hearing, and the Permanent Jurisdictional Arbitrator shall issue a Decision within seventy-two (72) hours of the close of the hearing. If a party requests that the Permanent Jurisdictional Arbitrator issue an Opinion in support of their Decision, the Permanent Jurisdictional Arbitrator shall issue an Opinion within three (3) days of the close of the hearing. Any of the time limits in this section can be waived by mutual agreement of the disputing Unions and the Contractor making the assignment. Decisions rendered by the Permanent Jurisdictional Arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions.

Section 7. All Unions will notify the Commission and the General Contractor within sixty (60) days of execution of this Project Labor Agreement about their status with respect to the Plan for the Settlement of Jurisdictional Disputes (the "Plan"), e.g., whether they have agreed to be bound to the procedures provided therein. Unions whose status with respect to the Plan changes after the initial notice will immediately notify the Commission and the General Contractor of any such change.

Section 8. There shall be no authority to assign work to a double crew; that is, to more employees than the minimum required to perform the work involved, or to assign the work to employees who are not qualified to perform the work involved. This does not prohibit agreement by the parties to any dispute, including the involved Contractor, to establish composite crews where more than one (1) employee is needed for the job, or an arbitrator from ordering such when appropriate under the Plan. The aforesaid determinations shall decide only to whom the disputed work belongs.

Section 9. There shall be no strike, work stoppage, slowdown, interruption or other disruptive activity arising out of any jurisdictional dispute. The work shall proceed without



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interruption as assigned by the Contractor until finally resolved. The award or resolution shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage, slowdown, interruption or other disruptive activity in protest of any such award or resolution.

**ARTICLE XVIII: SEVERABILITY**

It is not the intention of the signatories of this document to violate any laws governing the subject matter covered within this Agreement, all provisions of this Agreement should be read to be consistent with Massachusetts and Federal law to the fullest extent possible. In the event any provision of this Agreement is deemed invalid by a court of law, the remainder of the agreement shall remain valid and in full force and effect.

**ARTICLE XIX: TERM OF AGREEMENT**

This Project Labor Agreement shall be effective on the date approved by the Parties and shall continue in effect for the duration of the Project Construction work described in Article II hereof.

Section 1. Turnover. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the Commission by the Contractor and the Commission has accepted such phase, portion, section or segment or the General Contractor has done so as the Commission's designee. As areas and systems of the Project are inspected and construction tested and/or approved by General Contractor and accepted by the Commission or third parties with the approval of the Commission, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by General Contractor or Commission to engage in repairs or modifications required by its contract(s) with the Commission or General Contractor.

Section 2. Notice. Written notice of each final acceptance received by the Contractor will be provided to the Union, the Council, and NASRCC with a description of what portion, segment,

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etc. has been accepted. Final acceptance may be subject to a "punch list", and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Commission and Notice of Acceptance is given by the Commission to the Contractor.

Section 3. Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a written notice from General Contractor or the Commission saying that no work remains within the scope of the Agreement for the General Contractor.

This PLA may be amended or supplemented only by the mutual consent of the parties hereto, reduced to writing and duly signed by each.

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and effective as of the day and year above written.

PIONEER VALLEY BUILDING &  
CONSTRUCTION TRADES COUNCIL



(Signature of Officer or Representative)

\_\_\_\_\_  
(Printed name of Officer or Representative)

GENERAL CONTRACTOR

\_\_\_\_\_

(Signature of Officer or Representative)

\_\_\_\_\_  
(Printed name of Officer or Representative)

NORTH ATLANTIC STATES REGIONAL COUNCIL  
OF CARPENTERS

\_\_\_\_\_

(Signature of Officer or Representative)



Executive Secretary-Treasurer

The authorized signature by the undersigned affirms the approval of this Agreement by Springfield Water and Sewer Commission and authorizes the adoption of this Agreement as a bid specification for contracts covering all work within the scope of this Agreement.

\_\_\_\_\_

Commissioner

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Commissioner

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Commissioner

**SIGNATORY LOCAL UNIONS**

Bricklayers # 1

---

(Signature of Officer or Representative)

---

(Printed name of Officer or Representative)

Electricians # 7

---

(Signature of Officer or Representative)

---

(Printed name of Officer or Representative)

Ironworkers #7

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\_\_\_\_\_  
(Signature of Officer or Representative)

\_\_\_\_\_  
(Printed name of Officer or Representative)

Laborers # 999

\_\_\_\_\_  
(Signature of Officer or Representative)

\_\_\_\_\_  
(Printed name of Officer or Representative)

Operating Engineers # 98

\_\_\_\_\_  
(Signature of Officer or Representative)

\_\_\_\_\_  
(Printed name of Office or Representative)

Painters District Council # 35

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\_\_\_\_\_  
(Signature of Officer or Representative)

\_\_\_\_\_  
(Printed name of Officer or Representative)

Painters Allied Trades District # 11

\_\_\_\_\_  
(Signature of Officer or Representative)

\_\_\_\_\_  
(Printed Names of Officer or Representative)

Plumbers & Pipefitters # 104

\_\_\_\_\_  
(Signature of Officer or Representative)

\_\_\_\_\_  
(Printed name of Officer or Representative)

Sheet Metal Workers # 63

\_\_\_\_\_  
(Signature of Officer or Representative)

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(Printed name of Officer or Representative)

Sprinkler Fitters # 669

---

(Signature of Officer or Representative)

---

(Printed name of Office or Representative)

Teamsters # 404

---

(Signature of Officer or Representative)

---

(Printed name of Officer or Representative)

Elevator Constructors Local 41

---

(Signature of Officer or Representative)

---

(Printed name of Office or Representative)

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Cement Finishers Local 534

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(Signature of Officer or Representative)

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(Printed name of Office or Representative)



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**SCHEDULE A: LOCAL UNION AGREEMENTS**

[INCLUDE TOC of CBAs, incorporated by reference]

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**APPENDIX A: LETTER OF ASSENT**

Pursuant to the terms of the Project Labor Agreement, dated \_\_\_\_\_, 2024 by and between [General Contractor], and the Pioneer Valley Building Construction Trades Council, the North Atlantic States Regional Council of Carpenters, the undersigned Contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement, all applicable agreements incorporated herein, together with any and all amendments and supplements now existing or which are later made hereto, by executing this Letter of Assent, and sending it to the Council and the General Contractor. The Contractor certifies that it has no commitment or agreements that would preclude its full compliance with the terms and conditions of this Project Labor Agreement.

Contractor agrees to secure from any Contractor(s) (as defined in the Project Labor Agreement) that is or becomes a subcontractor (of any tier), a duly executed Letter of Assent in a form that is identical to this document prior to commencement of any work on the Project.

This Letter to Assent will remain effective for the duration of the Agreement and for any extensions, after which this understanding will automatically terminate.

Sincerely,

\_\_\_\_\_  
(Name of Contractor or Subcontractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

cc: Pioneer Valley Building and Construction Trades Council

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**APPENDIX B: LIST OF FUNDS AND FUND ADMINISTRATORS**

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**APPENDIX C: GOALS AND UTILIZATION PERCENTAGES FOR MINORITIES,  
LOCAL RESIDENTS, AND WOMEN**

The signatory parties individually and collectively commit to meet or exceed the following current workforce participation goals:

Minority Workforce Participation	15.3%
Women Workforce Participation	7%
Local Resident Workforce Participation	25%
Apprenticeship Workforce	20%

“Local Resident Workforce” or “Resident Employees” means residents of the Commission’s Service Area, which includes Springfield, West Springfield, Ludlow, Longmeadow, East Longmeadow, and Agawam.

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**APPENDIX D: PREVAILING WAGE AND BENEFIT CHART**






# Springfield Water Sewer -West Parish Filters Water Treatment Plant PLA- for Commission review- corrected Art. II section 8---03.08.24(26191007.1)\_signed

Final Audit Report

2024-03-11

Created:	2024-03-11
By:	Mary Hibbard (mhibbard@nercc.org)
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## "Springfield Water Sewer -West Parish Filters Water Treatment Plant PLA- for Commission review- corrected Art. II section 8---03.08.24(26191007.1)\_signed" History

-  Document created by Mary Hibbard (mhibbard@nercc.org)  
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2024-03-11 - 2:01:42 PM GMT