

**BENNIE DOVER JACKSON MIDDLE SCHOOL ALTERATIONS AND EXPANSIONS
PHASE 1 – CORRIDOR CEILING REMOVAL
NEW LONDON, CONNECTICUT
STATE PROJECT NO. 095-0091 MAG/A
CITY BID NO. 2020-02**

**THE BID DUE DATE FOR
BID PACKAGE 1.01 - CORRIDOR CEILING REMOVAL
HAS BEEN EXTENDED TO TUESDAY, OCTOBER 1, 2019 @ 2:00 P.M.**

PLEASE SUBMIT ONE ORIGINAL AND ONE COPY OF YOUR BID. THE FOLLOWING DOCUMENTS MUST BE INCLUDED IN YOUR BID, OR YOUR PROPOSAL WILL BE DEEMED NON-RESPONSIVE:

1. FORM OF PROPOSAL
2. BID SECURITY (BID BOND OR CERTIFIED CHECK)
3. CTDAS UPDATE STATEMENT (if bid exceeds \$500,000.00)

I. REVISIONS TO SPECIFICATIONS

1. Table of Contents
 - a. Delete the following Specification Section:
01 31 16 - Coordination Drawings Procedure
 - b. Add the following Specification Sections:
01 31 17 - Laser Scan
07 84 13 - Penetration Firestopping
2. Specification Section 00 11 16 - Invitation to Bid
 - a. Attached to this Addendum No. 1 is the Sign-In Sheet for the Prebid Meeting held on September 20, 2019.
3. Specification Section 00 24 13 - Bid Packages
 - a. Bid Package 1.01 - Corridor Ceiling Removal
 - I. SCOPE OF WORK
 - A. Delete Specification Section 01 31 16 - Coordination Drawings Procedure and add Specification Section 01 31 17 - Laser Scan
 - B. SPECIFIC

Add the following Specification Section:
07 84 13 - Penetration Firestopping
 - II. SPECIAL INSTRUCTIONS

Replace the following Special Instruction:
 23. This contractor shall temporarily cover all existing smoke detectors in the work area prior to ceiling removal to prevent false alarms.

Add the following Special Instruction:

27. Prior to the removal of any existing ceilings, there shall be a survey made and record kept of the existing condition/operation of the light fixtures by this contractor, Construction Manager and the Owner.
4. Specification Section 00 31 13 - Project Schedule and Phasing
 - a. Paragraph 7 - Add the following subparagraph (b):
 - b. Overall Construction Schedule - December 23, 2019 to January 4, 2020 (includes working on Saturdays, December 28, 2019 and January 4, 2020)
Laser Scanning - December 23, 2019 to January 4, 2020
Creation of Revit Model - Completion by January 31, 2020
Existing Condition Survey - December 23, 2019 to February 18, 2020 (to be performed when school is not in session)
5. Specification Section 00 53 00 - Project Labor Agreement
 - a. Delete both Specification Sections 00 53 00 - Project Labor Agreement in their entirety and replace with revised Section, attached to this Addendum No. 1.
6. Specification Section 01 31 17 - Laser Scan
 - a. Insert new Specification Section 01 31 17 - Laser Scan, attached to this Addendum No. 1.
7. Specification Section 01 50 00 - Construction Controls and Temporary Facilities
 - a. Page 6: Contractors shall note that at their option, they may place dumpsters within the existing parking lot adjacent to Waller Street in addition to the area indicated on the sketch on this page. Contractors shall note that they are responsible for securing dumpsters if located in this parking lot.

II. REVISIONS TO TECHNICAL SPECIFICATIONS

1. Specification Section 07 84 13 - Penetration Firestopping
 - a. Insert new Specification Section 07 84 13 - Penetration Firestopping, attached to this Addendum No. 1.

III. REVISIONS TO DRAWINGS

None.

IV. ATTACHMENTS TO ADDENDUM

<u>Description</u>	<u>Pages</u>
Specification Section 00 11 16 - Prebid Meeting Sign-In Sheet	1
Specification Section 00 53 00 - Project Labor Agreement (revised)	27
Specification Section 01 31 17 - Laser Scan	2
Specification Section 07 84 13 - Penetration Firestopping	5

END OF ADDENDUM NO. 1

Bennie Dover Jackson Middle School Project
 Phase 1 – Corridor Ceiling Removal
 New London, Connecticut

Non-Mandatory Pre-Bid Meeting
 Sign-In Sheet
 September 20, 2019 @ 11:00 am

Attendee Name (Please print)	Company (Please print)	Email Address	Telephone Number
Chad Broun H	Laboret's	CBroun@Lnerof.org	860 681 1748
Kaz Behboud	RE-TECH	Kaz@RETECHconstruction.com	203-818-8774
Dave Hatch	D/E/F	Dhatch@Defwiring.com	860 213 0051
Peter Blonski	Standard Demolition Services	EB Estimators & Demolition Services.com	203-388-8300
Paul Curran	H-Carr	Paul@h carr.com	860-447-8244
SB NORC	UCDM	SB NORC	860 767 7971
Maven Lison	Oscar's Abatement LLC	oabatement@aol.com	860-296-7450
Randy Reynolds	AET	rreynolds@amerenviro.com	413 322-7190

**BENNIE DOVER JACKSON
MIDDLE SCHOOL**

PROJECT LABOR AGREEMENT

BETWEEN

O&G INDUSTRIES, INC.

Construction Manager

AND

**NORWICH-NEW LONDON BUILDING
TRADES COUNCIL**

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PROJECT LABOR AGREEMENT
PREAMBLE

This Project Labor Agreement (hereinafter referred to as the "Agreement") is entered into this ____ day of _____, 2019, by and among O&G Industries, Inc., (hereinafter referred to as the "Construction Manager"), acting in its role as the program management representative of the City of New London School Building Committee (hereinafter referred to as the "Owner"), the Norwich-New London Building Trades Council (hereinafter referred to as the "Council"), and each of the Council's affiliated Local Unions (hereinafter individually and collectively referred to as the "Union" or "Unions"), with respect to site preparation, construction and renovation projects being undertaken by the City of New London School Building Committee for the Bennie Dover Jackson Middle School (herein referred to as "Project"). Completion of work on the Project in a timely fashion during the construction period is critical and material to this Agreement.

It is understood by the parties to this Agreement that it is the policy of the City of New London that the Project work covered by this Agreement shall be contracted to Contractors who agree to execute and be bound by the terms of this Agreement whether or not they operate their Company non-union on other Projects. The Construction Manager shall monitor compliance with this Agreement by all the Unions and Contractors who, through their execution of this Agreement, have become bound hereto.

The terms "Contractor" or "Contractors" shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the Construction Manager when it performs construction work within the scope of this Agreement. Where specific reference to O&G Industries, Inc., alone, is intended, the term "Construction Manager" is used.

The Council, the Unions, the Construction Manager, and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement, including without limitation with respect to the administration of the Agreement by the Construction Manager and the performance of the construction by the Contractors. All Contractors may become parties to this Project Labor Agreement whether or not their employees are represented by a collective bargaining representative on work not covered by this Agreement. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor party is required to sign any other Collective Bargaining Agreement as a condition of performing work within the scope of this Agreement. All successful bidders will be required to execute the Acceptance of Agreement attached hereto.

ARTICLE I PURPOSE

The timely and successful completion of the Project is of importance to the New London School Building Committee, the City of New London, and all the people of New London. In addition, it is critical that the work be coordinated to minimize any disruption to the students and faculty of the New London Public Schools during construction. The timely and successful completion of the Project is of importance to the City of New London and to the people of Connecticut. Therefore, it is essential that the Project work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. This Agreement will foster the achievement of these goals by: (1) prohibiting strikes, slowdowns, walkouts, lockouts, picketing and other disruptions and delays arising from work disputes, and promoting labor harmony and peace for the duration of the Project; (2) standardizing and stabilizing certain basic terms and conditions governing the employment of hourly craft employees on the Project, and thereby promoting labor harmony and peace for the duration of the Project; (3) creating uniform work schedules and shift hours to enhance coordination of work among the various crafts on the Project and to promote efficiency and economy of operations; (4) including goals for the number of apprentices and for a percentage of work to be performed by minorities, women, veterans and members of the community; (5) providing comprehensive and standardized mechanisms for the settlement of disputes, including those relating to grievances, job disputes and trade jurisdiction; (6) ensuring a reliable source of skilled and experienced labor, whether unionized or non-unionized; (7) furthering public policy objectives for employment opportunities for minorities, women and the economically disadvantaged in the construction industry; (8) inviting all Contractors to bid on the project without regard to whether the employees are members of a labor organization as defined in section 31-101 of the General Statutes; (9) expediting the construction process and otherwise minimizing potential disruptions for the duration of the Project; (10) not requiring compulsory labor organization membership of employees working on the project; (11) permitting the selection of the lowest responsible qualified bidder without regard to labor organization affiliation; and (12) binding all Contractors to the terms of the Agreement.

ARTICLE II SCOPE OF THE AGREEMENT

SECTION 1 This Agreement shall apply and is limited to all site preparation, demolition, renovation and construction and dedicated off-site work which shall be performed under the Project Agreement under the direction of the Contractors and/or performed by the Contractors, of whatever tier, who have contracts awarded for such work on and after the effective date of this Agreement, which may include the Owner.

SECTION 2(a) The Owner and/or Construction Manager and/or Contractor, as appropriate, has the absolute right to select the lowest responsible and qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any collective bargaining agreement between such bidder and any union, provided, however, only that such bidder is willing, ready and able to execute and comply with this Project Labor Agreement, should it be designated the successful bidder. Non-union contractors are encouraged to bid this Project.

SECTION 2(b) It is agreed that all subcontractors of a Contractor, of whatever tier, who are awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to execute, accept and be bound by the terms and conditions of this Agreement.

SECTION 3(a) Incorporated into this Agreement are the following Local Collective Bargaining Agreements (“Schedule A’s”): Standard Agreement of the Operating Engineers, Local 478; Carpenters Local 24 and AGC of Connecticut Building Agreement; Construction Agreement of Teamsters Local Union 493; Connecticut Laborers’ District Council (Local 547) and AGC of Connecticut; Bricklayers & Allied Craftsmen Local 1, International Union of Bricklayers and AGC of Connecticut; International Union of Painters and Allied Trades (“IUPAT”), District Council No. 11, Working Agreement; I.B.E.W. Local 90 and New London Division, Connecticut Chapter, N.E.C.A.; Plumbers & Pipefitters Local No. 777 and Mechanical Contractors Association of Connecticut; Ironworkers Local 424 and AGC of Connecticut; Sheet Metal Workers I.A. Local 40 and the Sheet Metal and Roofing Subcontractors of Connecticut; Roofers’ Local 15 and Roofing Subcontractors Association of New London County; International Brotherhood of Boilermaker Employers; Sprinkler Fitters, Local 669; and Glaziers’ Local 1274 (IUPAT District Council 11) (which are attached hereto as Schedule A’s). The provisions of this Project Labor Agreement (including the attached Schedule A’s) shall apply to the construction of the Project, notwithstanding the provisions of any Local, Area and/or National Agreements which may conflict

or differ from the terms of this Agreement. Where a subject covered by the provisions of one of the Schedule A's and not covered by the Project Labor Agreement, the Schedule A's provisions shall apply.

SECTION 3(b) Any dispute as to the applicable source, between this Agreement and the applicable Schedule A for determining the wages, hours and working conditions of employees on the Project shall be resolved by Harvey Shrage or Mark Grossman, who shall act as arbitrators on a rotating basis beginning with Harvey Shrage. It is understood that this Agreement, together with the attached Schedule A's, constitutes a self-containing, stand alone Agreement and that by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other Local, Area or National Agreement.

SECTION 4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

SECTION 5 This Agreement shall be limited to work historically recognized as construction work, including, specifically, the site preparation and related demolition work necessary to prepare the site for construction and dedicated off-site work, as is directed by the Construction Manager, Contractor or the Owner.

SECTION 6 It is understood that the liability of any 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 Owner, Construction Manager and/or any Contractor.

SECTION 7 Items specifically excluded from the scope of the Agreement include, but are not limited to, the following:

- a) Work of non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, surveyors (except where expressly covered by a Schedule A, attached hereto), inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including managers, guards, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- b) Equipment/ machinery owned or controlled and operated by the Owner.
- c) Off-site fabrication and handling of materials, equipment or machinery and all deliveries to and from the Project site, except that drivers for concrete suppliers will be provided under the terms of this Project Labor Agreement.

- d) All employees of the City of New London, Construction Manager or Contractors not performing manual labor.
- e) Any work performed on or near, or leading to or into, the Project site by state, county, municipal or other governmental bodies, or their Contractors; or by public utilities or their Contractors; and/or by the Owner, or its Contractors (for work which is not part of the Project).
- f) Off-site maintenance on leased equipment and on-site supervision of such work.
- g) Off-site warranty functions and warranty work, and on-site supervision of such work.
- h) Laboratory or specialty testing or inspections not ordinarily done by the crafts.
- i) The Unions will not claim jurisdiction over the provision of temporary utilities nor will the use of temporary heat and power from any source require standby personnel unless assigned by the Contractor.
- j) Work associated with hanging stage curtains and/or theatrical appurtenances (such as rigging, risers, backdrops, wings, etc.).
- k) All work associated with the furnishing, loading, unloading and installation of all furniture, fixtures, equipment not permanently part of the building construction, typically referred to as "FFE."
- l) Owner directed and controlled (or contracted) final cleaning and HEPA vacuuming, once each phase has been broom cleaned, wiped-down, and the carpets have been vacuumed, and the building is ready for substantial completion.

SECTION 8 None of the provisions of this Project Labor Agreement shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by the Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Construction Manager or Contractor and accepted by the Owner, the Agreement shall not have further force or effect on such items or areas, except when the Construction Manager or Contractor are directed by the Owner to engage in repairs, modifications, check-out, and/or warranty functions required by the contract(s) with the Owner.

**ARTICLE III
UNION RECOGNITION AND REFERRAL**

SECTION 1 The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement. Each Contractor shall have the ability to bring a reasonable number of key employees to the Project.

SECTION 2 Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of obligation of union membership, policies or requirements. There shall be no discrimination against any job applicant or employee because of his or her membership or non-membership in the Union or based upon his or her race, religion or religious creed, color, sex, sexual orientation, ancestry, national origin, marital status, veteran status, or present or past history of mental or physical disability.

SECTION 3 Applicants for various classifications covered by the Agreement required by the Contractor on the Project shall be referred to the Contractor by the Union. The Contractor shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Article VII, below, and the attached Schedule A's. The contractor shall also have the right to reject any applicant referred by the Union, subject to the show-up payments required by the applicable Schedule A.

- (i) Such referral system shall provide a Community participation preference on the Project in order to achieve a goal of fifteen percent residents of the Greater New London area.
- (ii) Such referral system shall operate so as to make all good faith efforts to achieve a goal of ten percent minority workers on the project.
- (iii) Such referral system shall operate as to make all good faith efforts to achieve a goal of five percent female workers on the project.
- (iv) Such referral system shall operate so as to make all good faith efforts to achieve a goal of five percent veteran workers on the project.

SECTION 4 For a Union now having a job referral system in its Schedule A, for the purpose of initial employment only, the Contractor agrees to include such system in the appropriate Schedule A, and it shall be used exclusively by the contractor. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-

membership in the Union. Such job referral system must 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 in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as established in this Article.

SECTION 5 In the event that any Union is unable to fill any requisition for employees within a forty-eight hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holiday excepted), the Contractor may employ applicants from any other available source.

SECTION 6 In the event that the Union does not have a job referral system as set forth in Section 4 of this Article, the Contractor shall give the Union first preference to refer qualified applicants pursuant to a non-discriminatory job referral procedure, subject to the provisions of Section 5 of this Article. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

SECTION 7 The Union shall not knowingly refer to a Contractor under this Agreement employees currently employed by another Contractor working under this Agreement.

SECTION 8 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractor. Where employees require HAZMAT training, the Unions agree to provide such training at no additional cost to the Contractor.

SECTION 9 The selection of non-working foremen and/or general foremen and the number of non-working foremen required shall be entirely the responsibility of the Contractor. All employees shall take orders from the designated Contractor representatives.

SECTION 10 The Unions and the Construction Manager shall make good faith efforts to support the affirmative action goals and programs applicable to this Project. Nothing in this Section shall require the Union to refer, or the Contractor, Sub-contractor or Construction Manager to hire workers that such Contractor or Subcontractor reasonably believes are not qualified for available jobs.

SECTION 11 Individual seniority shall be recognized and applied to employees working on the Project as set forth in the attached Schedule A's.

ARTICLE IV UNION SECURITY

All Union employees now in the employ of any Contractor shall remain members in good standing in the Union during the term of this Agreement. All other employees hereinafter employed by a Contractor shall either elect to become members of the Union, or if they do not desire to become members, they shall not be required to join a Union but shall pay the monthly representation fee and shall not be required to pay monthly Union dues. Such dues or fees obligation will be effective on the eighth (8th) day of employment on the Project and shall remain in effect during the term of this Agreement. The Union shall ensure that the Union security requirement in this Article shall be in compliance with all applicable Federal and State laws.

ARTICLE V UNION REPRESENTATION

SECTION 1 Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply with safety rules of the Project.

SECTION 2 Stewards

(a) Each signatory Union shall have the right to designate a working journeyman as a steward, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his 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.

(b) In addition to his work as an employee, the steward shall have the right to receive, but not 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 employees of any other contractor. The Contractor will not discriminate against the steward in the proper performance of his Union duties.

(c) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime; provided that this subsection shall not be construed to supersede the provisions of any applicable Schedule A, which contains a procedure for establishing equitable distribution of overtime.

SECTION 3 The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for just cause. The Steward will be entitled to work overtime when members of his/her union are working overtime, provided the Steward is qualified to perform the assigned work. If a steward is protected against such layoff by the provisions of any 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 shall be notified immediately by the Contractor.

ARTICLE VI HELMETS TO HARDHATS

SECTION 1 The Contractors and the Union recognize a desire to facilitate the entry into the building and construction trades of veterans interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's Helmets to Hardhats program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2 The Union and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for the this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE VII MANAGEMENT RIGHTS

SECTION 1 The Contractor retains full and exclusive authority for the management of its operation(s). Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including: the hiring, promotion, transfer, lay-off, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and scheduling of work; the requirement of overtime work, the determination of when it shall be worked, and the number of employees engaged for 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. The Contractor may utilize any methods or techniques of construction.

SECTION 2 Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Contractor's choice of materials or design or its choice of methodologies for the installation or use of materials, supplies or equipment. The Contractor may install or otherwise use materials, supplies or equipment according to the Schedule A's or as customarily performed in this area. The on-site installation or application of such items shall be performed by the craft of having jurisdiction over such work.

ARTICLE VIII WORK STOPPAGES AND LOCKOUTS

SECTION 1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory, or any other organizations, at or in proximity to the Project site is a violation of this Article. It shall not be a violation of this Article for the Union, after forty-eight hours' notice to the Construction Manager to direct the employees of a contractor to engage in a work stoppage where such contractor has refused to pay the wages and/or fringe benefits provided in Article XII. Such a work stoppage shall not include picketing or otherwise disrupt work on the Project and shall cease upon payment.

SECTION 2 The Contractor may discharge any employee violating Section 1 of this Article, above, and any such employee will not be eligible for referral under this Agreement for a period of ninety working days from the date of his discharge. The Contractor and the Union shall take all steps necessary to obtain compliance with this Article, and neither shall be held liable for conduct for which it is not responsible.

SECTION 3 Any party, including the Construction Manager 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, above, is alleged:

(a) A party invoking this procedure shall notify Harvey Shrage or Mark Grossman, the parties agree shall act as the permanent arbitrators on a rotating basis under this procedure notice to the arbitrator shall be by telephone and fax with notices by telephone, fax, and United Parcel Service Overnight Express Mail to the party alleged to be in violation.

(b) Upon receipt of said notice, the Arbitrator named above shall sit and hold a hearing within twenty-four hours if it is contended that the violations still exist.

(c) The Arbitrator shall notify the parties by telephone and fax of the place and time he has chosen for this hearing. Said hearing shall be completed in one session, with appropriate recesses at the arbitrator's discretion, and shall not exceed twenty-four hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or the 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, above, has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violations or to award damages, which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three 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 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 fax and by certified mail, return receipt requested, 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. Telephonic and fax notice of the filing of such enforcement proceeding shall be given to the other parties. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 3(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 the 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 be delivered 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) The fees and expenses of the Arbitrator shall be equally divided between the moving party or parties and the party or parties' respondent.

(h) It is the responsibility of each Union, Contractor and subcontractor to keep on file with the Construction Manager an address or operating fax number to which notices under this Article may be sent. Any Union, Contractor or sub-contractor failing to do so hereby waives its

right to claim that it did not receive proper or timely notice of any action taken by any party or Arbitrator pursuant to this Article.

SECTION 4 Procedures contained in Article IX shall not be applicable to any alleged violations of this Article, with the single exception that any employee discharged for violation of Section 1 of this Article, above, may resort to the procedures of Article IX to determine only if he was, in fact, engaged in that violation.

ARTICLE IX DISPUTES AND GRIEVANCES

SECTION 1 This Agreement is intended to provide close cooperation between management and labor. The Construction Manager and the Building and Construction Trades shall each assign a representative to this Project for the purpose of assisting Unions, together with the Contractor, to complete the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

SECTION 2 The Contractor, Unions and employees collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

SECTION 3 Any question arising out of and during the term of this Agreement involving its interpretation and/or application (other than trade jurisdictional disputes or alleged violations of Article VIII, Section 1) shall be considered a grievance and subject to resolution under the following procedures:

Step 1(a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, through his Union business representative or job steward, within five working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight hours thereafter, pursue Step 2 of the grievance procedure providing the grievance is reduced to writing setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes

settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the Construction Manager within five days after resolution has been reached and the terms of the resolution are set forth in writing to the Construction Manager.

(b) Should the Union(s) or Construction Manager or any other Contractor have a dispute with another party and if, after conferring, a settlement is not reached within three working days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2 The Business Manager or his designee of the involved Union, together with the International Union representative of that Union, the site representative of the involved Contractor, and the labor relations representative of the Construction Manager shall meet within seven working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within fourteen calendar days after the initial meeting at Step 2.

Step 3(a) If the grievance shall have been submitted but not adjusted under Step 2, either party may request, in writing, within fourteen calendar days after the initial Step 2 meeting, that the grievance be submitted to Arbitrators Harvey Shrage or Mark Grossman, pre-selected by the parties to this Agreement, on a rotating basis (starting with Harvey Shrage). The then-current Voluntary Labor Arbitration Rules of the American Dispute Resolution Center shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. 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. The Arbitrator shall have the authority to make decisions only on issues presented to him and he shall not have the authority to change, amend, add to or subtract or detract from any of the provisions of this Agreement.

SECTION 4 No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

SECTION 5 The Construction Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its or their request, be permitted to participate in full in all proceedings at these steps.

SECTION 6 Any dispute concerning solely the application of the terms of an applicable Schedule A shall be handled in accordance with the grievance procedure in the Schedule A or, if none exists, in accordance with this Article. Any dispute concerning the interpretation and/or the application of this Agreement shall be exclusively handled in accordance with the provisions of this Article IX, or, if applicable, Article VIII or Article XI of this Agreement.

ARTICLE X PRE-JOB CONFERENCE

There shall be a pre-job conference and, where necessary, pre-bid conference, which shall endeavor to address all the specifics of and substantive issues affecting the Project. The parties agree to use this conference to its fullest to avoid unforeseen conflicts which may affect job assignments, productivity, costs or the completion date. A well-planned conference with Labor and Management can result in substantial cost savings.

ARTICLE XI JURISDICTIONAL DISPUTES

There will be no strikes, work stoppages, slowdowns, or other disruptive activities arising out of any jurisdictional disputes. The procedures set forth in this Article may be invoked prior to the commencement of the work in dispute. If the work in dispute has commenced it shall continue uninterrupted as assigned by the Contractor until a decision of the Hearing Panel in Step One of this procedure or if appealed, until the issue of a final decision by the Arbitrator in Step Two. If the work in dispute has not commenced, the decision of the Hearing Panel shall be implemented immediately and shall remain in effect during any appeal. When a dispute proceeds to arbitration, the decision of the Arbitrator shall be implemented as soon as it is issued and shall be final and binding on all parties.

To facilitate expeditious processing of jurisdictional disputes, the Construction Manager, Contractors, Subcontractors and the Unions hereby agree to be bound by the following procedure:

STEP ONE

SECTION 1(a) Within 24 hours and upon written notice to the Construction Manager that a dispute exists outlining the work in dispute and the crafts involved, the Construction Manager shall notify the Council of said dispute.

SECTION 1(b) Within 48 hours of such notice, a panel of five members will conduct a hearing and receive evidence regarding the work involved in the dispute. This panel will consist of one (1) representative of the Construction Manager and four (4) regular members and two (2) alternates elected by the members of the Council at its regular meeting following the execution of this Agreement.

SECTION 1(c) No Council member shall serve on a panel where his union has an interest in the work involved in the dispute. The parties in interest at the hearing will be the Unions involved in the dispute and the involved Contractor. During the hearing, the parties will be permitted to submit any evidence they deem appropriate to assist the panel in rendering its decision.

SECTION 1(d) The decision of the panel must be rendered within 24 hours of the completion of the hearing on the basis of industry practices under the relevant Schedule A's within this geographical area, the efficiency and economy of operation and, where relevant, the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. Should the panel decision be that an incorrect assignment has been made and the work in dispute has not commenced, the decision shall be implemented immediately. If the work has commenced the original assignment shall remain in place pending any appeal.

SECTION 1(e) Absent an appeal, any decision and award made pursuant to this Article shall be final and binding on the parties in interest on this Project only and may be enforced in any court of competent jurisdiction. Such decision or award shall not establish precedent on other construction work or projects not covered by this Agreement.

STEP TWO **APPEAL PROCEDURE**

SECTION 2(a) If any one of the involved Unions or the involved Contractor disagrees with the decision of the Hearing Panel, it may appeal to arbitration within five (5) days after the Panel decision. The arbitration will proceed as follows:

SECTION 2(b) The dispute will be submitted to either Arbitrator Paul Ward, Arbitrator Mike Ricci, or Arbitrator Richard Boulanger. If an arbitrator is not available to hear the dispute within ten (10) days, he shall not be considered. If necessary, the Arbitrator and all parties shall make themselves available for an evening hearing. The hearing will be completed within one (1) day, and the Arbitrator shall issue his decision within forty-eight (48) hours of the close of the hearing. If one of the disputing unions refuses to attend the hearing, the arbitration will proceed

with the other union and the Contractor. If requested by either Union or the involved Contractor, a written Opinion and Award shall be issued by the Arbitrator within thirty (30) days. The decision of the Arbitrator shall be on the basis of industry practices under the relevant Schedule A's in the geographical area of the Project and the efficiency and economy of operation (but without consideration of the comparative wage and benefits paid to the disputing trades). Fees and expenses shall be shared equally and shall be paid one-third by each of the involved Unions and one-third by the involved Contractor.

SECTION 2(c) Any award or resolution made pursuant to this Section shall be final and binding on the disputing Unions and the involved Contractor or an affected subcontractor while performing work on this Project only and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on other construction work not covered by this Agreement.

SECTION 2(d) In making any determinations hereunder, 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) nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the establishment, with the agreement of the involved Unions, the Construction Manager, and the involved Contractor or subcontractor, or composite crews where more than one (1) employee is needed for the job.

SECTION 2(e) Any award or resolution made by a neutral arbitrator pursuant to this Article shall be confirmed in writing to the involved Parties.

ARTICLE XII WAGES AND BENEFITS

SECTION 1 All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A's or any successor agreement to a Schedule A as described in Article XXIV, hereof, which shall, at a minimum, be the prevailing wage.

SECTION 2 The Contractor agrees to pay contributions to the established employee benefit funds and industry promotion funds and other Funds and programs in the amounts designated in the appropriate Schedule A or any successor agreement to a Schedule A as described in Article XXIV. Bona fide jointly trusteed fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added only at the time the segment of the Project is put out to bid and will not apply to any segments previously put out to bid.

SECTION 3 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 into, and benefits paid out of, such Trust Funds. The 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.

SECTION 4 Upon written notice from the Union to the Construction Manager that a subcontractor is arrears on payments of fringe benefits for work performed on this Project, the Construction Manager will direct the subcontractor to comply with its contractual obligations. If the correct payments are not made within thirty (30) days, the Construction Manager will withhold moneys owed from its payments to the subcontractor sufficient to satisfy the outstanding debt to the fringe benefit fund and shall issue joint checks payable to the involved subcontractor and the involved fringe benefit fund. Upon receipt of any such joint check, the involved fringe benefit fund agrees to execute the Construction Manager's partial lien waiver and release. This Section is not intended to create, enhance or diminish any rights in favor of any Contractor or any Benefit Fund against the Construction Manager for unpaid contributions to any Fund.

ARTICLE XIII HOURS OF WORK, OVERTIME SHIFTS AND HOLIDAYS

SECTION 1 Work Week and Work Day. The standard workweek shall consist of forty hours Monday through Friday. The standard workday shall consist of eight hours of work between the hours of 7:00 A.M. and 3:30 P.M. with one half-hour unpaid lunch to commence no earlier than 11:30 A.M. and end no later than 12:30 P.M. The Contractor, at its own discretion, may establish a standard work week consisting of four ten-hour days between 6:00 a.m. and 6:30 p.m. with one half-hour unpaid lunch, Monday through Thursday inclusive. The standard work day may be changed to accommodate job conditions or the needs of the school district as determined by the Superintendent of Schools or the Construction Manager on five days' notice, or less notice as is mutually agreed upon. Starting time shall commence and quitting time shall occur at the employee's designated work area. In the event a day during the standard workweek is lost due to inclement weather, Saturday may be utilized as a voluntary make-up day at the straight time rate of pay for employees scheduled to work a 5-day workweek. In the event a day during a four-day workweek is lost due to inclement weather, Friday may be utilized as a voluntary make-up day at the straight time rate of pay. In the event two days during the standard work week is lost due to inclement weather, Friday and Saturday may be utilized as voluntary make-up days at the straight

time rate of pay. Voluntary make-up days for employees scheduled to work a four-day workweek shall be ten-hour workdays for the employees volunteering to work.

SECTION 2 Overtime pay shall be established by reference to the applicable Schedule A, provided, however, that the Contractor may create a 4-day, 10 hour-per day work schedule. For employees scheduled to work a 4-day work week, the first ten hours on each scheduled day shall be at straight time. The first two hours worked in excess of the 10-hour shift, Monday through Thursday or on a voluntary make-up day, shall be paid at time and one-half. Work performed on Sundays and in excess of twelve hours a day for employees scheduled to work a 4-day work week shall be paid at the rate stated in the applicable Schedule A, but in no event at a rate exceeding double time. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall work the overtime. There shall be no pyramiding of overtime pay under any circumstances. Any abuse of this provision will be referred to the Labor-Management Committee for resolution.

SECTION 3 It shall not be a violation of this Agreement if the Construction Manager considers it necessary to suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided; however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

SECTION 4 Shifts may be established when considered necessary by the Contractor.

- a) Shift hours and rates will be as follows:
- First Shift: Eight hours' pay for eight worked plus one-half hour unpaid lunch period.
 - Second Shift: Eight hours pay for seven and one-half hours worked plus one-half hour unpaid lunch.
 - Third Shift: Eight hours' pay for seven hours worked plus one-half hour unpaid lunch period.
- b) Shifts shall be established and continue for a minimum of five consecutive workdays.
- c) If only two shifts are to be worked, the contractor may regulate starting times of the two shift operations to permit maximum utilization of daylight hours.

SECTION 5 Holidays. Recognized holidays on this Project shall be those set forth below:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Holiday pay shall be paid as set forth in the attached Schedule A's. These Holidays shall be observed on the dates established by the state and federal government.

SECTION 6 Reporting Pay. Reporting Pay shall be paid in the manner set forth in the attached Schedule A's.

SECTION 7 Meal Period. The Contractor will schedule a meal period of not more than one-half hour's duration at the work location at approximately four hours into the scheduled work shift, consistent with Section 1 of this Article. If an employee is required to work through his meal period, he or she shall be compensated. An additional meal period of one-half hour's duration shall be provided in the event an employee is required to work in excess of twelve hours. The additional meal period shall be scheduled between the twelfth and thirteenth hour.

ARTICLE XIV CLEAN UP

All trades will clean up their own work area and bring the debris to a nearby-designated area. The removal of debris from the designated areas will be the work of the Laborers.

ARTICLE XV ELEVATORS

Hoist and elevators in new and constructed buildings when in use for the construction or renovation and used for hoisting material or a combination of construction personnel and material shall require an operating engineer for the duration of their use. This will not apply to other types of lifts (e.g. scissor lifts or man lists) used in the performance of the work, or to elevators in existing facilities where the use of the elevator is limited to building employees, visitors, and their supplies.

**ARTICLE XVI
TELCOM / AV / SECURITY WORK**

All base-building wiring to terminal and/or connection point for any data, telephone, soundmasking, security, technological, and/or audio visual equipment shall be included in the scope of work of this agreement; The TELCOM / AV / Security work that is specifically excluded from the scope of this project / PLA is as follows:

- a) Labor/material to make cross connections/testing which is limited to final device/equipment hookups (equipment furnished by owner).
- b) Furnish and Install Wireless Access Points (WAPs) and programming of point to point connections.
- c) Security devices, including cameras, motion detectors, door contacts, sensors, card readers, testing, programming, final device / equipment install and hookups.
- d) Furnish and Install all TV's, projectors / mounts.
- e) Furnish and Install all AV equipment, as part of FF&E, including testing, cross connections, final device / equipment hookups, projectors, smartboards, receptacles and outlets.

**ARTICLE XVII
APPRENTICES**

SECTION 1 The Contractor may utilize apprentices as are contained in the applicable Apprentice wage and ratio Attachment to this Agreement.

SECTION 2 The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the special need and obligation to capitalize on the availability of the local work force in New London, especially minorities and women entering the construction industry. To these ends, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Further, the parties will facilitate and encourage local residents, minorities and women to commence and progress in apprenticeship programs, and other accepted and recognized training programs, in the construction industry.

ARTICLE XVIII
SAFETY, PROTECTION OF PERSON AND PROPERTY

SECTION 1 In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the Contractor or Construction Manager provided, however, it is understood that the employees have an obligation as set forth in Section 2 below.

SECTION 2 Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and/or the Town. Failure to do so will be grounds for discipline, including discharge.

SECTION 3 Employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety, security, and visitor rules as established by the Construction Manager and/or Contractor in accordance with applicable State and Federal safety and health statutes and regulations. These rules will be published and posted in conspicuous places throughout the Project.

ARTICLE XIX
SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

SECTION 1 The inspection of incoming shipments of equipment, apparatus, 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 Construction Manager and/or Contractor.

SECTION 2 The parties recognize the right of the Construction Manager to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding and/or constructing of work on the Project. Notwithstanding such action by the State, the Owner, or such Court Order or statutory provision, the parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

**ARTICLE XX
BACKGROUND CHECK OF WORKERS**

Since students will be occupying the school during the Project, the Contractor shall be required to conform with the City of New London's criminal record background check policy and procedures. These policies/procedures shall require that each Contractor provide to the Construction Manager and the City of New London evidence that a background check has been performed for each of their employees that will either perform work or who may visit the Project site. These background checks shall include both State and Federal review and the results of all such checks shall be reported to the City of New London for review. The City of New London, at its sole discretion, will determine whether or not the Contractor's employee will be allowed to work and/or visit this Project based on the findings from these background checks. The decisions made by the City of New London will not alleviate the requirements of the Contractor to provide an adequate workforce for the project.

**ARTICLE XXI
NO DISCRIMINATION**

SECTION 1 The Contractor and the Unions agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, present or past history of physical or mental disability or handicap, veteran's status, or membership or non-membership in a Union in any manner prohibited by law or regulation.

SECTION 2 Any complaints regarding application of the provisions of Section 1 of this Article should be brought to the immediate attention of the Construction Manager and the involved Contractor for consideration and resolution.

SECTION 3 The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

**ARTICLE XXII
WORKING CONDITIONS**

SECTION 1 With the exception of one organized coffee break, there will be no rest periods except when necessary for health and safety reasons. Individual coffee containers will be permitted at the employee's work location. An additional organized coffee break shall be provided

in the event that an employee is required to work in excess of ten hours. This additional coffee break shall be scheduled before the tenth hour is completed.

SECTION 2 There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee.

SECTION 3 The Contractor may require pre-employment, pre-assignment and other drug and alcohol testing. All testing shall be in compliance with applicable Connecticut and federal laws and regulations.

ARTICLE XXIII SAVINGS AND SEPARABILITY

SECTION 1 It is not the intention of any party to this Agreement to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void by order of any Court of competent jurisdiction as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. Further, the parties hereto agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by the Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.

SECTION 2 This Article shall not be construed to waive the prohibitions of Article VIII hereof, and, if the parties are unable to resolve their differences, the matter shall be referred as provided for in said Article VIII.

ARTICLE XXIV DURATION OF THE AGREEMENT

Except as provided for in Section 2 of this Article, this Project Labor Agreement shall be effective on the date executed by the parties and shall continue in effect for the duration of the Project site preparation, construction and renovations described in Article II hereof. Site preparation, renovations and/or construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the appropriate Owner representative.

Except as provided in Article XII, hereof, Schedule A's attached to this Project Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Collective Bargaining Agreements which are the basis for such Schedules A's notify the Construction Manager and any affected Contractor of the mutually agreed upon changes in those provisions of such Agreement which are applicable to the Project and their effective date(s), which shall become the effective date(s) under this Agreement.

The parties agree that any provisions negotiated into said collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to the Contractor than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively or predominantly to work covered by this Project Agreement. Any disagreement between the parties over the incorporation into Schedule A of such provisions agreed upon in the negotiation of the Local Collective Bargaining Agreement which serves as the basis for the Schedule A shall be referred to Harvey Shrage or Mark Grossman who shall act as arbitrators on a rotating basis beginning with Grossman.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ____ day of _____, 2019.

FOR THE NORWICH-NEW LONDON BUILDING TRADES COUNCIL



Keith Brothers, President

9/4/19
Date

O&G INDUSTRIES, INC.

By: _____

Date

Title: _____

BENNIE DOVER JACKSON MIDDLE SCHOOL

PROJECT LABOR AGREEMENT

CONTRACTOR'S ACCEPTANCE OF AGREEMENT

The undersigned Contractor who has been awarded work at the **Bennie Dover Jackson Middle School**, acknowledges that it has received and hereby accepts and agrees to be bound by the Project Labor Agreement for the **Bennie Dover Jackson Middle School** between O&G Industries, Inc., in its capacity as Construction Manager, and the Norwich-New London Building Trades Council.

NAME OF EMPLOYER _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Telephone number

Fax Number

E-Mail

SECTION 01 31 17 – LASER SCAN

1. NARRATIVE

- a. The purpose of the laser scan scope of work is to capture existing conditions of the Bennie Dover Middle school in areas as noted below and depicted on the attached sketch.

2. REQUIREMENTS

- a. The contractor shall perform a 3D Laser Scan of the following (also noted on the attached sketch):
 - i. Exposed corridor ceilings
 - ii. Gymnasium
 - iii. Boiler and Electrical Switchgear Rooms
 - iv. Attic spaces
 - v. Classrooms – For pricing purposes, assume laser scanning of approximately 100 square feet in ten (10) locations
- b. Contractor shall move ceiling tiles and clean above ceiling debris that falls to floor, as required, to perform laser scan in finish rooms.
- c. Contractor shall provide additional lighting to minimize shadowing.
- d. Contractor shall capture all element in noted areas, supplemental scans shall be performed as required.
- e. Laser Scan shall be performed at a Level of Accuracy of $\frac{1}{4}''$ +/-.

3. DELIVERABLES

- a. From the point cloud, the Contractor shall deliver the following:
 - i. Model the above ceiling MEP elements in Revit 2019.
 1. Model shall be LOD 200
 - ii. Transmit the 3d Scan point cloud (photo realistic with RGB Values) in .pds or .pdx and .rcp format to the Construction Manager
 - iii. Point Cloud and Revit model shall be aligned with the project coordinate system which will be provided by the Design Team prior to laser scan.

4. LASER SCANNERS

- a. Trade Contractor shall provide qualifications and provide 3 examples of similar projects for Laser Scanner for O&G and design team approval prior to performing scope of work.

b. The following are vendors who can perform the laser scanning scope of work for your reference:

- i. Langan Engineering
555 Long Wharf Drive
New Haven, CT 06511-6107
Phone: 203.562.5771
Contact: Andrew Ives

- ii. Precision Mechanical Drafting, Inc.
453 Main St
P.O. Box 941
Sturbridge, MA 01518
Phone: 774.304.1234
Contact: Alex Bloom

PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Penetrations in fire-resistance-rated walls.
 - 2. Penetrations in horizontal assemblies.
 - 3. Penetrations in smoke barriers.
 - 4. Labeling of penetrations.
 - 5. Design of penetration firestopping systems.
- B. Related Sections:
 - 1. Division 01 Section "High Performance Building Requirements" for sustainable strategies.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Product Data Sheets: Furnish penetration firestopping system manufacturer's product data sheets on each material to be used in firestop systems. Information on manufacturer's product data sheet should include:
 - 1. Product characteristics including compliance with appropriate ANSI/UL/ASTM testing standards.
 - 2. Provide copies of approved product data sheet submittals to local building department.
- C. Shop Drawings: Manufacturer's detail drawings and applicable UL system numbers for firestop systems to be installed.
- D. High Performance Building Submittals:
 - 1. Product Data: For penetration firestopping sealants and sealant primers, documentation including printed statement of VOC content.
 - 2. Laboratory Test Reports: For penetration firestopping sealants and sealant primers, documentation indicating that products comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

- E. Product Schedule: For each penetration firestopping system. Include location and design designation of qualified testing and inspecting agency.
 - 1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping condition, submit illustration, with modifications marked, approved by penetration firestopping manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.
 - F. Certification: Manufacturer's written certification that firestopping system(s) furnished comply with UL system requirements, are approved for each specific condition of use on the Project.
- 1.04 INFORMATIONAL SUBMITTALS
- A. Installer Certificates: From Installer indicating penetration firestopping has been installed in compliance with requirements and manufacturer's written recommendations.
 - B. Product test reports.
- 1.05 QUALITY ASSURANCE
- A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."
 - B. Fire-Test-Response Characteristics: Penetration firestopping shall comply with the following requirements:
 - 1. Penetration firestopping tests are performed by a qualified testing agency acceptable to authorities having jurisdiction.
 - a. Penetration firestopping tests are performed by UL in accordance with the assembly testing requirements of ASTM.
 - 2. Penetration firestopping is identical to those tested per testing standard referenced in "Penetration Firestopping" Article. Provide rated systems bearing marking of qualified testing and inspection agency.
 - C. Preinstallation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. A/D Fire Protection Systems Inc., a division of the Carboline Company.
 - 2. Hilti, Inc.
 - 3. RectorSeal Corporation.
 - 4. Thermafiber, Inc.
 - 5. 3M Fire Protection Products.
 - 6. Tremco, Inc.; Tremco Fire Protection Systems Group.

2.02 PENETRATION FIRESTOPPING

- A. Provide penetration firestopping that is produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
- B. Penetrations in Fire-Resistance-Rated Walls: Ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg (2.49 Pa).
 - 1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Horizontal Assemblies: Ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg (2.49 Pa).
 - 1. F-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated.
 - 2. T-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.
- D. Penetrations in Smoke Barriers: Provide penetration firestopping with ratings determined per UL 1479.
 - 1. L-Rating: Not exceeding 5.0 cfm/sq. ft. (0.025 cu. m/s per sq. m) of penetration opening at 0.30-inch wg (74.7 Pa) at both ambient and elevated temperatures.
- E. Exposed Penetration Firestopping: Provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.
- F. VOC Content: Penetration firestopping sealants and sealant primers shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- G. Low-Emitting Materials: Penetration firestopping sealants and sealant primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- H. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping manufacturer and approved by qualified testing and inspecting agency for firestopping indicated.

2.03 FIRESTOP LABELING

- A. Label each penetration with information as required by local code, including at least the fire rating of the partition through which the penetration is made, the product used to stop the penetration, and the UL listing number of the firestopping assembly.

- B. Signs for Penetration Labeling: Provide signs in size and with wording appropriate for each partition and floor-ceiling assembly on which sign is affixed.
 - 1. Product: Fire Wall Signs, Inc., 11 x 15-inches self-adhering vinyl with lettering and background in contrasting colors.
 - 2. At Contractor's option, provide signs as required by code for each partition using contrasting-color spray paint and stencils.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- C. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestopping.
- D. Install fill materials for firestopping by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.
- E. Penetrations in Fire-Resistance-Rated Walls for Electrical Boxes:
 - 1. Each steel electrical box shall not exceed 16 square inches in total area and the total area of such openings does not exceed 100 square inches for any 100 square feet of wall area.
 - 2. Cut opening in gypsum board such that the clearance between the box and the gypsum board does not exceed 1/8 inch.
 - 3. Separate steel electrical boxes on opposite sides of a partition at least 24 inches horizontally, or by a horizontal distance of not less than depth of the wall cavity if filled with cellulose loose fill or mineral wool insulation.

3.02 IDENTIFICATION

- A. Identify penetration firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering-type labels with adhesives capable of

permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Designation of applicable testing and inspecting agency.
4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

3.03 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections.
- B. Where deficiencies are found or penetration firestopping is damaged or removed because of testing, repair or replace penetration firestopping to comply with requirements.
- C. Proceed with enclosing penetration firestopping with other construction only after inspection reports are issued and installations comply with requirements.

END OF SECTION 07 84 13