

**TOWN OF KILLINGLY
PERMANENT BUILDING COMMISSION**

Wednesday, April 6, 2022

7:00 p.m.

Town Meeting Room (In Person)

Killingly Town Hall

172 Main Street

Killingly, CT 06239

AGENDA

1. Call of the Meeting and Roll Call
2. Citizen Participation
This is an in-person meeting. Public can attend the meeting at the Town Hall. E-mailed public comment will still be accepted and presented at the meeting.
3. Adoption of Minutes: March 6, 2022
4. Unfinished Business:
 - a. KMS Renovation with Addition Project
 - b. Westfield Avenue/Community Center Renovation Project
5. New Business: None
6. Other
7. Correspondence
8. Council Member Reports
9. Adjournment

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AGENDA ITEM COVER SHEET

ITEM 3 : MEETING MINUTES

PREPARED BY: Mary Bromm, Community Development Administrator

ITEM SUMMARY:

Attached are the minutes for March 2, 2022.

ACTION REQUESTED AT APRIL 6, 2022 MEETING:

Upon review, approve minutes.

SUPPORTING DOCUMENTS:

- Minutes

TOWN OF KILLINGLY

Killingly Town Hall
172 Main Street, Danielson, CT 06239
PERMANENT BUILDING COMMISSION (PBC)

MEETING MINUTES
Wednesday, March 2, 2022
7:00 p.m.

1. Call of the Meeting and Roll Call: Chairman Tom Weaver called the meeting to order at 7:00 p.m.

Members Present: Marcel Lussier, Stewart Rivers, Daniel Toth, Thomas Weaver, Kyle Zadora, Adam Reynolds

Member Absent: Marcel Lussier (with notification)

Also Present: Mary Bromm, Community Development Administrator; Maria Calorio, Town Manager; Kevin Kerttula, Town Council; Mike Vassar, Killingly Public Schools Director of Operations and Maintenance

2. Citizens Participation: N/A

MOTION (1) made by Kyle Zadora SECONDED BY Stewart Rivers that the Permanent Building Commission seat Adam Reynolds as a voting member.

VOICE VOTE: UNANIMOUS

MOTION CARRIED

3. Adoption of Minutes:

- a. September 28, 2021:

MOTION (2) made by Kyle Zadora SECONDED BY Stewart Rivers that the Permanent Building Commission approve meeting minutes of September 28, 2021– as presented

VOICE VOTE: UNANIMOUS;

MOTION CARRIED

- b. February 2, 2022:

MOTION (3) made by Kyle Zadora SECONDED BY Adam Reynolds that the Permanent Building Commission approve meeting minutes of February 2, 2022, as amended:

(1) Chair/Vice Chair incorrect

VOICE VOTE: UNANIMOUS;

MOTION CARRIED

4. Unfinished Business:

- a. **KMS RENNOVATION / ADDITION PROJECT:**

Mary Bromm indicated Phase I has been approved by all parties including Town of Killingly Staff, Superintendent of Schools, and Board of Education Staff.

PBC will hold meetings in April to review project plans and specifications and cost estimates; and, approve the project to go to the State of Connecticut for review and approval. Phase I includes partial demolition of modular classrooms, hazardous materials abatement, and purchase of roofing construction materials. Roofing materials must be ordered as soon as possible because there is a 10-month lead time.

Mary Bromm and the Town Attorney are working on the Request for Proposals [RFP] for a Commissioning Agent.

b. Westfield Avenue/Community Center Renovation Project:

Mary Bromm noted the RFP Package has been placed on the Connecticut Department of Administrative Services (DAS) Website, advertised in a local newspaper, and placed on the Killingly Town Website. Proposals are due March 10, 2022.

PBC Meetings:

April 6th: Choose Architectural Firms to interview. Choose Firms to interview for Commissioning Agent. Choose Construction Manager Request for Proposals to go out to bid.

April 18th: Project presentation by Mike LaSasso.

5. New Business: None

6. Other:

Town Manager will be scheduling training for Boards & Commission regarding Freedom of Information Act, meeting ethics, and parliamentary procedures in the month of March in the Town Meeting Room/Virtually.

Tom Weaver noted the VFW/American Legion is looking to honor resident veterans. One idea was to engrave names of veterans on a granite park bench. All Ideas are welcome.

7. Correspondence: None.

8. Council Member Report:

Kevin Kerttula noted the Board of Education and Town Council are working on the FY22-23 Budget and the Economic Development Commission is looking into Food Truck events for public and community involvement.

9. Adjournment:

MOTION (4) made by Stewart Rivers **SECONDED BY** Adam Reynolds that the Permanent Building Commission adjourn the meeting at 7:47 p.m.

VOICE VOTE: UNANIMOUS;

MOTION CARRIED

Respectfully submitted,
Sherry Pollard
Recording Secretary

KILLINGLY MEMORIAL SCHOOL

KILLINGLY, CT

PROJECT LABOR AGREEMENT

BETWEEN

DOWNES CONSTRUCTION COMPANY

AND

**THE GREATER HARTFORD-NEW BRITAIN
BUILDING AND CONSTRUCTION TRADES
COUNCIL**

AND

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

PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter referred to as the “Agreement”) is entered into this ___ day of _____, 2022, by and between Downes Construction Company as Construction Manager (hereinafter referred to as the “Construction Manager”) and the Greater Hartford-New Britain Building and Construction Trades Council (hereinafter referred to as the “Council”) and each of its affiliated Local Unions and the North Atlantic States Regional Council of Carpenters (hereinafter individually and collectively referred to as “Union” or “Unions”), and such other signatory Building and Construction Trades Unions as have executed this agreement, with respect to the site preparation, demolition, and construction of the Killingly Memorial School in Killingly, CT (hereinafter referred to as the “Project”).

It is understood by the parties to this Agreement that it is the intention of the Project Owner, the **Town** of Killingly (the “Owner”), that work within the scope of the Project Labor Agreement shall be performed by Contractors (hereinafter referred to as “Contractors”) who agree to execute and be bound by the terms of this Agreement. Therefore, the Unions agree that Contractors may execute an Acceptance of Agreement in the form attached to this Agreement for the purpose of performing work on the Project. The Construction Manager for the Owner shall monitor and enforce compliance with this Agreement by the Unions and by all Contractors who, through their execution of the Acceptance of Agreement, together with their subcontractors, have become bound hereto.

The term “Contractors” shall include all Contractors, Subcontractors and sub-subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement. The Unions, the Construction Manager and all the Contractors agree to abide by the

terms and conditions contained in this Agreement with respect to the administration of the Agreement by the Construction Manager and the performance of the construction by the Contractors on the Project. All Contractors shall become parties to this Project Labor Agreement whether or not they operate their businesses as union or non-union companies on work not covered by this Agreement. The Unions, the Construction Manager and all the Contractors agree that this Agreement applies only to this Project and nothing in this Agreement requires either the Owner or any Contractor to become party to or to be required to sign any other collective bargaining agreement as a condition of performing work within the scope of this Agreement. This Agreement represents the complete understanding of the parties.

ARTICLE I **PURPOSE**

The timely and successful completion of the Project is of paramount importance to the Owner. 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)** permitting flexibility in scheduling work and shift hours and times to enhance coordination of work among the various crafts on the Project and to promote efficiency and

economy of operations; (4) adjusting work rules and staffing requirements from those which otherwise might pertain to enhance coordination of the work among the various crafts on the Project, and to promote efficiency and economy of operations; (5) providing comprehensive and standardized mechanisms for the settlement of disputes that can be implemented without delay, 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) encouraging the use of local residents by Contractors, whenever and wherever possible and feasible; (8) establishing goals for and encouraging the use of apprentices by all contractors, whenever and wherever possible and feasible; (9) expediting the construction process and otherwise minimizing potential disruptions for the duration of the Project; (10) 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 Connecticut General Statutes; (11) permitting the selection of the lowest responsible bidder without regard to labor organization affiliation; (12) not requiring compulsory labor organization membership of employees working on the Project; (13) furthering public policy objectives for employment opportunities for, and determining percentage goals of Project work to be performed by, minorities, women, and veterans; (14) furthering public policy objectives for awarding contracts to small and minority business enterprises; and (15) 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, and construction, which shall be performed under the scope of the Project Agreement under the direction of the Contractors, of whichever tier, who have contracts awarded for such work by the

Construction Manager on and after the effective date of this Agreement. This Agreement shall not apply to any work not within the scope of the Project Agreement.

SECTION 2. (a) The Owner and/or Construction Manager and/or Contractor, as appropriate, has the absolute right to award contracts on this Project to the lowest responsible qualified bidder without reference to the existence or non-existence of any collective bargaining agreements between such bidder and any signatory Union to this Agreement; provided, however, only that such bidder is willing, ready and able to execute the attached Acceptance of Agreement and comply with this Agreement, should it be designated the successful bidder.

(b) It is agreed that all Contractors, including subcontractors 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 the attached Acceptance of Agreement and be bound by the terms and conditions of this Agreement.

SECTION 3. (a) Incorporated into this Agreement by reference are the Local Collective Bargaining Agreements or Standard Agreements between the Unions and their respective employer associations (hereinafter referred to as "Schedule A's").

The provisions of this Agreement (including the 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 this Agreement is also covered by provisions of one of the Schedule A's, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of one of the Schedule A's and not covered by this Agreement, the Schedule A's provisions shall apply.

(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 Mike Ricci, who shall act as arbitrator. A party invoking such arbitration shall notify Mike Ricci by written notice delivered via hand delivery or UPS overnight delivery with a copy to the other parties to such dispute delivered via hand delivery or UPS overnight delivery. In the event Mike Ricci is unable to hear any such dispute within ten (10) days of receipt of notice, the parties to such dispute shall choose an alternative arbitrator. It is understood that this Agreement, together with the attached Schedule A's, constitutes a self-contained, stand-alone agreement and that by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign or in any way be bound by 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.

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

SECTION 7. Items specifically excluded from the scope of this 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 messengers, guards, emergency medical and first aid technicians, and other professional, engineering, administrative, and management employees.

(b) Equipment and machinery owned or controlled and operated by the Owner.

(c) All off-site 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, and all fabrications of sheet metal ductwork and prefabricated piping assemblies which shall also be fabricated under the terms of this agreement.

(d) All employees of the Owner, and all employees of the Construction Manager and Owner's Representative 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 State, 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, on-site supervision of such work and start-up support of building systems by vendors where required to obtain or maintain a manufacturer's or vendor's warranty or guaranty and, provided further, however, Contractor has provided the affected Union(s) with twenty-four (24) hours notice of such necessity and furnished a copy of the relevant warranty or guarantee.

(h) Non-construction support services contracted by the Owner, Construction Manager, or Contractors in connection with this Project.

(i) All work associated with the furnishing, loading, unloading, and installation of all furniture, fixtures and equipment not part of the Project Agreement, typically referred to as “FFE.” Work performed by the Owner with its own employees is also excluded from this Agreement. However, where new “FFE” components are included in a Contractor’s work scope (i.e., covered work), the exclusion referenced in this Section shall not apply and such work shall be covered by this Agreement.

(j) Owner-directed and controlled (or contracted) final cleaning and HEPA vacuuming, once each building has been broom cleaned, wiped-down, and the carpets have been vacuumed, and the building is ready for substantial completion.

(k) Furnishing and Installation of any specialty items which may be purchased directly by the Owner shall be excluded.

(l) Off-site warehousing and off-site handling of stored materials.

(m) On-site specialty work by suppliers for the purpose of trouble-shooting corrective work and training.

(n) Concrete delivery (Killingly/DCC Edit).

(o) Photovoltaic (PV) systems and supporting structure up to a disconnect switch (Killingly/DCC Edit).

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 Contractor and accepted by the Construction Manager, the Agreement shall not have further force and effect on such items or

areas, except when the Contractor is directed by the Construction Manager to engage in repairs, modifications, check-out, and/or warranty functions required by the contract(s) with the Owner.

ARTICLE III

UNION RECOGNITION AND EMPLOYMENT

SECTION 1. The Construction Manager and Contractors recognize the Unions as the sole and exclusive bargaining representative for all craft employees within their respective jurisdictions working within the scope of this Agreement.

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 Contractors on the Project shall be referred to the Contractors by the Local 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 IV below and the attached Schedule A's. The Contractor shall also have the right to reject any applicant referred by the Local Union, subject to the show-up payments required in the applicable Schedule A.

SECTION 4. Recognizing that this is a publicly financed and supported Project for the benefit of the residents of the **Town** of Killingly, the parties agree that any special conditions required of the Contractors by the Owner will be observed and accepted for the performance of Project work, including but not limited to:

- (i) payment of wages and benefits at least equal to those established by the applicable prevailing wage statute and regulations;
- (ii) the encouragement of employment of minorities, women, veterans, and residents of the labor market within which the Project is located;
- (iii) the participation in Project work of certified small and minority business enterprises; and
- (iv) the encouragement of the utilization of properly trained and qualified apprentices.

Nothing in this Section 4 shall require the Contractors to hire workers that such Contractors believe are not qualified for the available work.

SECTION 5. For a Local Union now having a job referral system in its Schedule A, for the purpose of initial employment only, the Contractor agrees to make use of such system. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union. The Unions agree that qualified residents of the Killingly-Greater Hartford Area shall be given first opportunity for referral to this Project. 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.

(a) Such referral system shall operate so as to make all good faith efforts to achieve a Community participation goal of twenty-five percent (30%) Windham County resident workers. (Killingly/DCC Edit)

(b) Such referral system shall operate so as to make all good faith efforts to achieve a Community participation goal of twenty-five percent (20%) Killingly resident workers (Killingly/DCC Edit)

(c) Such referral system shall operate as to make all good faith efforts to achieve a goal of ten percent (10%) minority workers on the project.

(d) Such referral system shall operate as to make all good faith efforts to achieve a goal of five percent (5%) female workers on the project.

(e) Such referral system shall operate as to make all good faith efforts to achieve a goal of five percent (5%) veteran workers on the project.

SECTION 6. 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 to the extent permitted by law. 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 may pay the hourly agency fee and shall not be required to pay monthly Union dues. The Union shall ensure that the union security requirement in this Article shall be in compliance with all applicable Federal and state laws.

SECTION 7. In the event that any Union is unable to fill any requisition for employees within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays

and Holidays excepted), the Contractor may employ applicants from any other available source.

SECTION 8. In the event that the Local Union does not have a job referral system as set forth in Section 5 of this Article, the Local Union shall refer qualified applicants pursuant to a nondiscriminatory job referral procedure, subject to the provisions of Section 4. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

SECTION 9. The Local Union shall not knowingly refer to a Contractor under this Agreement employees currently employed by another Contractor working under this Agreement.

SECTION 10. (a) The Unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractors, including any specific employment conditions to which the Contractor is obligated pursuant to the provisions of the statutes and regulations governing development of the Project. Where employees require HAZMAT training, the Unions agree to provide such training at no additional cost to the Contractor.

(b) Further, the parties recognize the level of activity in the construction industry within the area and the State of Connecticut at the time of the negotiation of this Agreement. As a result, the parties understand that qualified Contractors may be sought from outside the community for work covered by this Agreement. All parties agree that they will exert their best, good faith efforts to avoid establishing impediments to the efficient work of such Contractors and employees under this Agreement through cooperating with such Contractors. Each Contractor shall have the ability to bring a reasonable number of key employees to the Project provided that as a general rule such employee complement does not exceed twenty percent (20%) of its workforce on any given day, provided that said employees were employed by the Contractor on the date thirty (30) days before Contractor submitted its bid, and provided further that the composition of key employees shall be

consistent with the goals for residents, minorities, women and veterans set forth in the contract. The Construction Manager and the Council will work together to implement such procedures and advise the Unions of reasonable means to effectuate the intent of this provision.

SECTION 11. 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 12. Except as provided in Article IV, Section 3, individual seniority shall be recognized and applied to employees working on the Project as set forth in the attached Schedule A's.

SECTION 13. HELMETS TO HARDHATS

(a) 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.

(b) 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 this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE IV

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 Local 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. Stewards will be allowed to devote a reasonable amount of time to discharge their responsibilities as stewards however, there will be no nonworking 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, sub-subcontractors, and not with the employees of any other Contractor or Subcontractor. Contractors will not discriminate against the steward in the proper performance of his/her 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. If a steward is protected against such layoff by the provisions of the applicable 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 directly employing Contractor which imposed such discharge or discipline.

ARTICLE V **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 who shall be 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 having jurisdiction over such work.

SECTION 3. The use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work may be initiated by the Contractor from time to time during the Project. The Unions agree that they will not in any way restrict the implementation of such new devices or work methods and there shall be no limit on production by workers or restrictions on the full use of tools and equipment. If there is any disagreement between a Contractor and the Union concerning the manner or implementation of such devices or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve the dispute as set forth in Article VIII of this Agreement.

ARTICLE VI **PRE-JOB CONFERENCE**

SECTION 1. There shall be a mandatory pre-job conference initiated by the Construction Manager and, where necessary, a pre-bid conference, which shall address all the specific and substantial 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 Project schedule. Architects and design professionals shall be involved in pre-bid and pre-job conferences to ensure that the project is fully understood by all parties involved. A well-planned pre-job conference with labor and management can result in substantial cost savings.

Further, each prime Contractor shall conduct a pre-job conference with the appropriate signatory Union(s) prior to commencing work. The Construction Manager and the Council shall be advised in advance of all such conferences and may participate if they wish.

SECTION 2. A Steering Committee consisting of the President of the Greater Hartford-New Britain Building and Construction Trades Council, the Owner or their designee, and the Construction Manager shall be established to ensure smooth implementation of this Agreement. The Committee shall meet on a designated day on a monthly basis. Labor and management at all

levels shall obtain a thorough understanding of the details of the labor contracts to avoid the improper awarding of job assignments, and avoid the implementation of outdated work rules. The Steering Committee shall have the authority to recommend amendments to this Agreement for consideration by the Union, the Construction Manager and the Owner.

ARTICLE VII

WORK STOPPAGES AND LOCKOUTS

SECTION 1. There shall be no strikes, sympathy strikes, picketing (including but not limited to economic, area standards, or informational), work stoppages, slowdowns or other disruptive activity for any reason by the Union or employees against any Contractor covered under this Agreement or which otherwise disrupts Project work, and there shall be no lockout by any 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.

SECTION 2. Any Contractor may discharge any employee violating Section 1 above, and any such employee will not be eligible for employment under this Agreement for a period of ninety (90) 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 Owner through its 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 is alleged:

(a) A party invoking this procedure shall notify Mike Ricci, whom the parties agree shall act as the permanent arbitrator under this procedure. Notice to the Arbitrator shall be by

telephone and fax with notices by email, telephone, fax, or UPS overnight delivery to the party alleged to be in violation.

(b) Upon receipt of said notice, the Arbitrator named above or his alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violations still exist.

(c) The Arbitrator shall notify the parties by telephone and fax, or email of the reasonable place and time he has chosen for this hearing. Said hearing shall be completed in one session which, with appropriate recesses at the Arbitrator's discretion, shall not exceed 24 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, 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 (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 Section 1 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 borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

(h) It is the responsibility of each Local Union and Contractor to keep on file with the Owner and its Construction Manager an address or operating fax number to which notices under this Article may be sent. Any Local Union or Contractor failing to do so hereby waives its rights to claim that it did not receive proper or timely notice of any action taken by party or Arbitrator pursuant to this Article.

(i) If the Arbitrator determines that a violation has occurred in accordance with (d) above, the breaching party(ies) shall, within eight (8) hours of receipt of the award direct a cessation of such activity held to be in violation. If such violation has not ceased and/or work recommenced by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hours, and the breaching Union(s) or Contractor(s) has not taken all good faith efforts available to comply with the award, then the breaching party shall pay the sum of five thousand dollars (\$5,000.00) as liquidated damages to the Owner and shall pay an additional five thousand dollars (\$5,000.00) per shift for each shift thereafter on which the violation is not ceased and/or

work is not recommenced. The arbitrator shall retain jurisdiction to determine compliance with this Section.

SECTION 4. Procedures contained in Article VIII shall not be applicable to any alleged violations of this Article, with the single exception that any employee discharged for violation of Section 1, above, may resort to the procedures of Article VIII to determine only if he was, in fact, engaged in that violation. Further, disputes alleging a violation of any other provision of this Agreement, including any underlying dispute(s) alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the procedures of Article VIII.

SECTION 5. In the event of any work stoppage, strike, picketing or any other disruptive activity in violation of this Article, the Construction Manager may suspend all or any portion of Project work affected by such activity at the Construction Manager's discretion and without penalty.

SECTION 6. At its option, the Owner may participate in any proceedings initiated under this Article, and may receive copies of notifications through its Construction Manager, and no rights shall accrue against the Owner pursuant to the Project Labor Agreement.

ARTICLE VIII DISPUTES AND GRIEVANCES

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

SECTION 2. The Contractors, 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 and grievances in accordance with the arbitration provisions

set forth in this Article. Any party's failure without good cause to adhere strictly to the time periods stated herein shall be deemed a waiver of such dispute or grievance.

SECTION 3. Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VII, 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 Local Union business representative or job steward, within seven (7) working days after the individual knew or reasonably should have known of 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 Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within seven (7) days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within seven (7) days 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 description thereof, the date on which the grievance allegedly 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 Owner through its Construction Manager within seven (7) days after resolution has been reached and the terms of the resolution are set forth in writing to the Union and the Contractor.

(b) Should the Local Union(s) or Project Manager or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within seven (7) 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 Local Union, together with the International Union representative of that Union, the site representative of the involved Contractor, and a representative of the Construction Manager (or his designee) shall meet within seven (7) 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 (14) 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 (14) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the panel pre-selected by the parties to this Agreement, or if the membership of a panel has yet to be agreed upon, by mutual agreement of the parties, but if they are unable to do so within fourteen (14) days after referral to them for arbitration, they shall request the American Dispute Resolution Center (ADRC) to provide them with a list of arbitrators from which the arbitrator shall be selected. The then current Labor Arbitration Rules of the ADRC 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 upon. 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 thirty (30) 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 request, be permitted to participate in full in all proceedings at these steps.

SECTION 6. To encourage the resolution of disputes and grievances at Steps 1 and 2 of this procedure, the parties agree that settlements reached at such Steps shall not be precedent setting; and, further, recognizing the unique provisions of this Agreement, any decision issued by an Arbitrator pursuant to Step 3 shall be applicable to work covered by this Agreement only, and may not be used for any purpose regarding work not so covered.

ARTICLE IX **JURISDICTIONAL DISPUTES**

SECTION 1. Assignment of the Work.

(a) 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 held in accordance with Article VI. The Construction Manager, Contractor and subcontractors involved, and representatives of appropriate Unions shall be invited to attend such conference. Any Union in

disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to the Construction Manager and the Unions, within seven (7) calendar days of receiving notice of such assignment. 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 Unions and the Construction Manager.

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

(c) The involved Contractor shall promptly notify the Construction Manager 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 2. Procedure for Settlement of Disputes.

(a) 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 formal binding, and conclusive on the affected Contractor or Contractors and the Union or Unions.

(b) For all Unions and Contractors 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. 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 Mike Ricci as the permanent arbitrator for all disputes under this subsection (b). In the event that the named arbitrator is unavailable, Paul Ward or Richard Boulanger will be the alternate.

(c) The arbitration hearing shall be held within twenty-one (21) days of the date on which the dispute is submitted to the Arbitrator. If the parties are unavailable for a hearing during week day business hours in the twenty-one (21) day period, the hearing shall be held in the evening or weekend. If the parties cannot agree on a time and date for the hearing, the Arbitrator shall unilaterally schedule the hearing, taking into account as best as he can the parties' scheduling conflicts.

The Arbitrator shall be responsible for completing the arbitration hearing in one (1) day or in two (2) evenings. There shall be no post hearing briefs, and the Arbitrator shall issue a Decision within forty-eight (48) hours of the close of the hearing. If a party requests that the Arbitrator issue an Opinion in support of his Decision, the Arbitrator shall issue an Opinion within thirty (30) 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 contractor making the assignment.

(d) The fees and expenses of the Arbitrator shall be borne by the involved Unions and the involved Contractor with each paying their pro-rata share.

(e) All Unions will notify the Construction Manager within sixty (60) days of execution of this Project Labor Agreement about their status with respect to the Plan (defined above), 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 Construction Manager of any such change.

SECTION 3. Assignment. 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. The aforesaid determinations shall decide only to whom the disputed work belongs. If composite crews are determined, there shall be no net additional cost to the Construction Manager or Owner. The increase of labor for one Contractor shall be equally off-set by a decrease in the labor for the other Contractor.

SECTION 4. No Disruption. There shall be no strike, work stoppage, slowdown, interruption or other Disruptive Activity while any jurisdictional dispute is being resolved. The work shall proceed without interruption as assigned by the Contractor until finally resolved.

The award or resolution shall be confirmed in writing to the involved parties and there will be no retroactivity for the settlement of jurisdictional disputes. There shall be no strike, work stoppage, slowdown, interruption or other Disruptive Activity in protest of any such award or resolution.

SECTION 5. Discharge for Violations. The Contractor may discharge any employee or Contractor violating Sections 1 or 4 above, and any such employee or Contractor will not be eligible for employment under this Agreement.

ARTICLE X **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 appropriate Schedule A; but in no event will such wage rates be less than those established under the provisions of any prevailing wage statute or regulation applicable to the Project.

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. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added only at the time a segment of the Project is put out to bid and will not apply to any segments previously put out to bid.

SECTION 3. Each Contractor shall adopt 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, the benefits paid out of, such Trust Funds; provided, however, that any Contractor that has posted payment and performance bonds for the full value of its Work shall not be required to post additional payment bonds pursuant to the Trust Agreements. Each Contractor shall authorize 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. Employees not previously participants in the Taft-Hartley Pension Fund shall have the option to divert pension hourly contributions made on their behalf to the appropriate annuity fund. Such election by the employee must be done in writing on a form provided by the Council and shall be effective for the duration of the Project.

SECTION 4. Upon written notice from a Benefit Fund to which Contractors are required to make contributions pursuant to this Agreement (or from the Union co-sponsoring such Fund), to the

Construction Manager that a Contractor is in arrears on payments of benefit contributions for work performed on this Project, which notice specifies the amount owed by the Contractor for this Project by month, the Construction Manager will immediately direct the Contractor, in writing, to comply with its contractual obligations. Should the Contractor not provide the Fund with payment, or a legally enforceable procedure for payment (or enforceable escrow procedure), within seven (7) working days after receipt of the written notice from the Construction Manager, the affected Union(s) may direct employees of such Contractor to engage in work stoppage **(provided, however, that such stoppage will not include picketing or otherwise disrupt the work on the Project and cease upon payment (without violation Section 1 of Article VII))**. If the correct payments are not made within thirty (30) days of such notice, the Construction Manager will withhold moneys owed from its payments that are due and payable to the subcontractor sufficient to satisfy the outstanding debt to the fringe benefit fund and/or 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. Notwithstanding the foregoing, under no circumstances shall Construction Manager be construed as a guarantor of or liable for any Contractor's outstanding debt to the fringe benefit fund.

ARTICLE XI

HOURS OF WORK, OVERTIME SHIFTS AND HOLIDAYS

SECTION 1. Work Week and Work Day. The standard work week shall consist of forty (40) hours Monday through Friday. The standard work day shall consist of eight (8) hours of work commencing at 7:00 a.m. and ending at 3:30 p.m., with a one-half (1/2) hour unpaid lunch period to commence between the fourth and fifth hours of work. The standard work day may be changed within a two-hour window to accommodate job conditions or the needs of the Project as determined

by the Construction Manager. Starting time shall commence and quitting time shall occur at the employee's designated work area. The parties affirm their policy of a fair day's work for a fair day's wage, and the Union parties agree to cooperate in the implementation and application of reasonable work rules intended to enforce this commitment.

SECTION 2. Overtime. Overtime pay shall be established by reference to the applicable Schedule A. There will be no restriction upon 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 grievance procedure 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 employer 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. Shift work will be performed in accordance with the currently existing Schedule A's.

SECTION 5. (a) Holidays.

Recognized holidays on this Project shall be only those set forth below:

New Year's Day

Christmas Day

Good Friday

Memorial Day

Labor Day

Independence Day

Thanksgiving Day

(b) Holiday pay shall be paid only as set forth in the attached Schedule A's. 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 (4) 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 shall be compensated.

SECTION 8. (a) If the Construction Manager determines that it would be beneficial to the Project, the Contractor may, with the consent of the Union, implement a 4-10 hour day work week, after providing a five (5) day notice to the affected Union(s). The standard 4-10 work week shall consist of ten (10) hours of work (plus one-half (1/2) hour unpaid lunch at approximately the midpoint of the shift), between the hours of 6:00 a.m. and 4:30 p.m., Monday through Thursday. The standard ten (10) hour work day may be changed to accommodate conditions on five (5) days' notice from the Construction Manager or less notice as is mutually agreed upon.

(b) Should a 4-10 schedule be implemented, overtime shall be paid after ten (10) hours of work during a work day within the normal work week. Should five (5) or more hours of a normal ten (10) hour day be lost due to weather or other conditions beyond the control of the Contractor, the Contractor may schedule a Friday make-up day, in the same calendar week, with a minimum of eight (8) hours scheduled and straight time to be paid until the schedule of work exceeds the time lost, after which overtime shall be paid.

SECTION 9. A Saturday make-up day may be scheduled in a manner consistent with the applicable Schedule A.

ARTICLE XII
CLEAN UP

All trades will clean up their own work area. The removal of debris from the designated work area will be the work of the laborer.

ARTICLE XIII
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 XIV
APPRENTICES

SECTION 1. The Contractor is encouraged to utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A.

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, especially minorities, women, and veterans 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, women, and veterans to commence and progress in apprenticeship programs, and other accepted and recognized training programs, in the construction industry.

ARTICLE XV
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, and/or Construction Manager; provided, however, it is understood that the employees have an obligation as set forth in Section 2 of this Article 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 the Owner. 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 reasonable safety, security, and visitor rules as established by the Contractor with the consent of the Union and with applicable State and Federal safety and health statutes and regulations. These rules will be published and posted in conspicuous places throughout the Project.

SECTION 4. Unions agree to comply with the Construction Manager's safety program and policies. In addition, Unions agree to assist in any project specific training initiatives for the onsite workforce.

SECTION 5. The Unions will provide workers who have obtained the ten (10) hour OSHA Training Certificate.

ARTICLE XVI
SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

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 reasonable security procedures established by the Construction Manager and/or Contractor.

ARTICLE XVII
NO DISCRIMINATION

SECTION 1. The Contractor and Union parties agree that they will not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, marital

status, national origin, ancestry, present or past history of physical or mental disability or handicap, or veteran's status 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 involved Contractor for consideration and resolution.

SECTION 3. The Contractor(s) and the Union(s) agree to provide a workforce that complies with all State and Federal guidelines regarding minority hiring. Further, it is recognized that the State has certain policies and commitments for the utilization of business enterprises owned and/or controlled by minorities, women, the disadvantaged or others. The parties shall jointly endeavor to assure that these commitments are fully met and that any provisions of this Agreement which may appear to interfere with any minority, women, or disadvantaged owned business enterprise successful bidding or subcontracting for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the parties to assure full compliance with the spirit and letter of the policies and commitments of the State and all applicable Federal, State and Local rules and regulations relating to employment and utilization of such business enterprises.

SECTION 4. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XVIII **WORKING CONDITIONS**

SECTION 1. With the exception of one (1) 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.

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

SECTION 3. The Contractor shall provide hard hats, safety glasses, foul weather gear and other required personal protective equipment (PPE). Employees shall exercise diligence in the care and custody of such safety gear provided.

SECTION 4. Employees engaging in willful or negligent acts that result in damage to any property or facilities or injury to other employees will be subject to immediate termination.

ARTICLE XIX **SAVINGS AND SEPARABILITY**

SECTION 1. It is not the intention of either the Owner, the Construction Manager, any of the Contractors or the Unions 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 Construction Manager, all Contractors and the Unions agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations in which the Owner may participate concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

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.

SECTION 3. The occurrence of events covered by Sections 1 and 2, above, shall not be construed to waive the prohibitions of Article VII.

ARTICLE XX **DURATION OF THE AGREEMENT**

SECTION 1. 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, demolition and construction described in Article II hereof. Site preparation, demolition and 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.

SECTION 2. The Schedule A's incorporated into this Project Agreement shall continue in full force and effect until the Contractor and/or Union parties to this Agreement and to the Schedule A's notify the Owner of the mutually agreed upon changes in those provisions of such Agreements which are applicable to the Project and their effective date(s), which shall become the effective date(s) under this Agreement.

SECTION 3. 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 Agreement. Any

disagreement between the parties over the incorporation into Schedule A of such provisions agreed upon in the negotiation of the Schedule A which serves as the basis for the Schedule A shall be referred to an Arbitrator Mike Ricci.

SECTION 4. This Agreement may be amended or supplemented only by mutual consent of the Council, the Owner and the Construction Manager, reduced to writing and duly signed by each.

SECTION 5. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of the Schedule A's, nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations. The Contractor agrees to implement all applicable changes as negotiated in the Schedule A's.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2022.

DOWNES CONSTRUCTION COMPANY

GREATER HARTFORD-NEW BRITAIN
BUILDING AND CONSTRUCTION
TRADES COUNCIL

Authorized Representative

Ted Grabowski, President

THE NORTH ATLANTIC STATES
REGIONAL COUNCIL OF CARPENTERS

Joseph Byrne, Executive Secretary-Treasurer

KILLINGLY MEMORIAL SCHOOL

KILLINGLY, CT

PROJECT LABOR AGREEMENT ACCEPTANCE OF AGREEMENT

The Undersigned Contractor who has been awarded work on the Project, acknowledges that it has received and hereby accepts and agrees to be bound by the Project Labor Agreement for the Killingly Memorial School in Killingly, CT, between Downes Construction Company and the Hartford-New Britain Building and Construction 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

INDIVIDUAL SIGNATORY UNIONS

Operating Engineers' Local 478

Teamsters Local Union No. 677

Laborers' Local 665

Sprinkler Fitters Local 669

Bricklayers' Local 1

I.U.P.A.T. District Council 11

I.B.E.W. Local 35

Plumbers & Pipefitters Local 777

Ironworkers' Local 424

Sheet Metal Workers' Local 38

Heat & Frost Insulators Local 33

Roofers' Local 12

Plasterers and Cement Masons
Local 262

REQUEST FOR PROPOSALS

COMMISSIONING SERVICES FOR THE KILLINGLY MEMORIAL SCHOOL RENOVATE AS NEW WITH ADDITION PROJECT

The Town of Killingly, through its Permanent Building Commission (PBC), is seeking proposals from qualified professionals to provide Commissioning services for the renovation of and addition to the Killingly Memorial School located at 339 Main Street, Danielson, Connecticut 06239.

COMMISSIONING OBJECTIVE

The objective of commissioning is to provide documented confirmation that a facility fulfills the functional and performance requirements of the building owner and operators, and as required by the State of Connecticut General Statutes: Section 16a – 38k. The commissioning process will establish and document the owner’s criteria for system function, performance, and maintainability; and to verify document compliance with these criteria throughout construction, start-up, and the initial period of operation. The Project shall be designed to the Connecticut High Performance Building Standards and the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings. The Project’s commissioning services shall consist of (i) the mandatory requirements of Section 16a-38k-3(a) of the Regulations of Connecticut State Agencies, (ii) the services described in the Compliance Manual, State of Connecticut “Capital Projects High Performance Buildings Guidelines”, State Department of Administrative Services, Division of Construction Services, Office of School Construction Grants, Supplement to the Guidelines, (iii) shall include the enhanced commissioning services as further described in this RFQ/P, and (iv) shall be performed pursuant to the ASHRAE Guideline 0-2005 (collectively, the “Commissioning Services”). It is not the goal of this project to achieve LEED certification.

PROJECT OVERVIEW

The Town of Killingly will receive CT State grant funding for the renovation of the existing school and a new addition to Killingly Memorial School. Construction of the original 57,409 sq. ft. one and two-story structural steel framed masonry exterior school was completed in 1952. The school was expanded in 1972 and 2002 with two portable classroom extensions totaling approximately 10,600 sq. ft. This project contemplates the removal of both portable classrooms and adds a 18,758 sq. ft. permanent single-story building addition that will contain standard classrooms, Music, Art, Science classrooms, a Media Center and Special Education offices

supported by faculty spaces, storage and toilet rooms. The addition will be a steel framed structure with masonry exterior masonry cavity walls supported by conventional reinforced concrete foundations.

The low sloped roof systems and building fenestration of the existing school were recently replaced. Commission of the new Addition's building envelop, including but not limited to: a low sloped membrane roof system; masonry cavity wall with brick veneer, metal stud and CMU back-up; and thermally broken aluminum frame storefront and curtain wall assemblies with insulating glass will be utilized in the addition.

The existing heating plant, a steam-based system, will be replaced with an entirely new heating and ventilation system that will be supplemented with air-conditioning in both the renovated school and the addition. The facility will be protected throughout with a new fire suppression sprinkler system. The renovated project will include a fully fire sprinkler system, plumbing and electrical system upgrades.

The Killingly Central School, an elementary school, is located at 60 Soap Street in the Dayville section of Killingly, Connecticut. The school was constructed in 1959 and the school's stage and one stairway are inaccessible to handicapped persons. The District is interested in installing vertical platform lifts/wheelchair lifts and handicapped signage in order to obtain compliance with ADA requirements.

Funding for the projects will come from a combination of Town and grant funding through the State of Connecticut Department of Education (CSDE), Bureau of School facilities. Each project must remain separate and unique to obtain funding reimbursement. The PBC will oversee all school projects.

COMMISSIONING AGENT QUALIFICATIONS

The Town of Killingly is seeking credentialed commissioning professionals capable of demonstrating the following desired qualifications. Expertise will be evaluated across the members of the full commissioning team. Responding firms must be able to demonstrate the ability to execute the full scope of services without reliance on subconsultants.

- Certification as a commissioning agent by the Building Commissioning Association, the Association of Energy Engineers, or other organization acceptable to the Town of Killingly.
- Managing members of the Commissioning team must demonstrate active licensure as a Professional Engineer in the State of Connecticut. Respondents must further demonstrate knowledge of applicable Building and Fire Codes, and knowledge of water-based fire extinguishing system, fire detection systems and alarm systems.

- Demonstration of experience with a total building commissioning approach, including the building envelop systems, the preparation and execution of commissioning specifications for inclusion in the Project Manual.
- Field experience of not less than five (5) years in comparable commissioning services.
- Experience with testing and balancing of air and water systems.
- Provision of commissioning services as a Commissioning Agent for a minimum of five (5) educational project of comparable size and scope with phased construction.
- Prior direct experience with State grant funded school construction projects administered through the Office of School Construction Grants and Review.
- Knowledge of CT High Performance Building requirements for schools.
- Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
- Knowledge of commissioning site renewable energy systems.
- Experience In energy-efficient system and control strategy optimization.

SCOPE OF COMMISSIONING SERVICES

This project is receiving school grant funding for a Renovation Status project from the State of Connecticut. The Commissioning Agent must provide services in accordance with the requirements of CSG §16a-38k the Connecticut High Performance Buildings, Guidelines for Building Commissioning. The school will remain occupied for the duration of construction. Respondents shall anticipate that commissioning services will be provided over multiple construction phases.

The Commissioning Agent (CxA) will plan, manage, perform and report on the commissioning activities utilizing forms and reporting formats developed by the Commissioning Agent appropriate for delivering their services. The Commissioning Agent is an independent consultant reporting directly to the Town of Killingly and shall coordinate their services with the Architect, the Engineering consultants and the Construction Manager.

DESIGN PHASE COMMISSIONING SERVICES

During the project's design phases, the Commissioning Agent will provide the following services:

- Develop and maintain the Owner's Project Requirements (OPR) document for the project.
- Review and comment on the Basis of Design prepared by the Design Team based upon the OPR.

- Prepare Commissioning Specifications, in CSI format, and consistent with methods described by ASHRAE Guideline 0-2005 - The Commissioning Process, for incorporation with the Construction Documents prepared by the Design Professionals. Include the provision of general commissioning guidance under Division 1 specifications, and system specific commissioning requirements indicating the types of check lists used, testing prerequisites, testing and reporting requirements under applicable trade sections.
- Systems Manuals.
- The Commissioning Agent will develop a draft Construction Phase Commissioning Plan using an Owner approved outline. Develop full commissioning specifications for all commissioned equipment, systems and assemblies.
- The Commissioning Agent will attend regular design phase project meetings to familiarize himself regarding project systems, goals and challenges.
- Review design documents, prepare a check list citing areas requiring clarification or correction by the Design Professionals, and record the Design Professionals' responses to ensure that all previous comments have been addressed. Design Document reviews will be conducted at the end of the Design Development Phase, at 50 percent Construction Documents Phase and at 90 percent Construction Documents Phase.

CONSTRUCTION PHASE COMMISSIONING SERVICES

During the project's construction phase, the Commissioning Agent will provide the following services. Respondents should anticipate that systems being commissioned will be phased in accordance with the Construction Manager's approved construction schedule:

- Conduct a Pre-Construction Meeting with Construction Team. During the meeting, the Commissioning Agent will organize the commissioning process components and review the commissioning process with the Construction team.
- Hold Regular Commissioning Meetings, coordinate and lead an integrated controls meeting.
- Perform Contractor Submittal Reviews including a review equipment warranties to ensure that the Owner's responsibilities are clearly defined, and review of coordination drawings to ensure that trades are making a reasonable effort to coordinate work. The Commissioning Agent will provide submittal review comments to the Architect to ensure that submittal reviews are comprehensive when returned to the contractor.
- Develop and maintain an Installation Checklist for each commissioned system or equipment item.
- In cooperation with the installing Contractors, and with the Owner's approval, the Commissioning Agent will develop functional performance systems and equipment tests; coordinate the testing process and witness the tests performed by the Contractor. The Commissioning Agent shall identify in their test procedures specific system trends for analysis and relevant monitoring data as a method of performance verification. The Commissioning Agent may require that the Contractor submit a Confirmation of Readiness statement, stipulating the minimum requirements that the Contractor must meet prior to the Commissioning Agent's scheduled attendance of a functional

performance test. The Commissioning Agent shall anticipate, as part of their basic services, attendance at a second performance test for any commissioned system that fails its first functional performance test.

- Provide periodic site observations and reporting, observe component, and system installations.
- Attend selected planning and job-site meetings to obtain information on construction progress.
- Review construction meeting minutes for revisions and substitutions relating to the commissioning process and assist in resolving any discrepancies.
- Develop and Maintain a Commissioning Report
- Operations and Maintenance Training Review based upon requirements specified by the Commissioning specifications that indicate the level of training desired by the Owner.
- Review the specified Systems Manual, generated by the Contractor, that provide information on each commissioned system and equipment therein.

PRE-OCCUPANCY PHASE COMMISSIONING SERVICES

Prior to building occupancy, or occupancy of portions of the building; the Commissioning Agent will provide the following services:

- Confirm the project's conformance to State Regulations and requirements.
- Schedule seasonal testing, and deferred seasonal testing, with trade Contractors under the Construction Manager's GMP.
- Verify continuing training.
- Review system warranties with Facilities operations and maintenance staff.
- Prepare a Pre-Occupancy Commissioning Report.

OCCUPANCY AND OPERATIONS PHASE COMMISSIONING SERVICES

During the project's occupancy and operations phase, the Commissioning Agent will provide the following services:

- Prepare and issue a comprehensive final Commissioning Process Report containing: a summary of outstanding non-conformance issues; corrective actions to address non-conforming system results; a summary of issues identified and corrected during the commissioning process; the project's Commissioning Plan; the Commissioning Agent's periodic field reports; submittal reviews; start-up reports; record of functional testing; and trend log analyses.
- Provide Seasonal Testing, or re-testing, for any system that cannot be adequately tested due to seasonal operational issues. Endeavor to test systems under load to verify system capacity and function.
- At the tenth month of a twelve-month warranty period, the Commissioning Agent will visit the facility to review systems and equipment performance with the Owner's designated facilities staff. Record issues that have arisen under the warranty period and

Insulation	4 tests
Air Infiltration Barriers	4 tests
Vapor Barriers	4 tests
Dampproofing	4 tests
Waterproofing	4 tests

REQUIRED INFORMATION

Proposals shall include, at a minimum, the following elements, in this order:

A. **INTRODUCTION** - An introductory letter on the firm's letterhead indicating name, address, contact person, phone, fax, E-mail address, whether incorporated, partnership or other entity, ownership, and a **short** statement summarizing the strengths of the firm(s) as it relates to the projects.

B. **EXPERIENCE** - A description of both the firm's and the management team (assigned to this Contract) education, professional registration(s) and/or professional society membership(s), and relevant professional experience with school projects. Include all projects of a similar nature, with emphasis on projects performed in the State of Connecticut, in which the firm has provided commissioning services for the past five years. For each completed project, please include the project name and address, year completed and a reference to include a name, position and telephone number. Submission of the names shall constitute your permission for the PBC to contact the individuals.

C. **INSURANCE** - Provide a description of the firm's standard insurance and the cost per million for additional professional liability insurance. State any cap on available professional liability insurance. The proposal shall also include the firm's current insurance certificate.

D. **SCHEDULING** – The PBC expects the selected firm's work to be contracted and completed in phases as detailed above.

E. **FEE STRUCTURE** – **Provide cost proposals for each identified phase as follows:**

1. Provide a fee structure for the proposed items of work.
 - a. Design Development Phase;
 - b. Construction Phase;
 - c. Pre-Occupancy Phase;
 - d. Occupancy and Operations Phase;
 - e. Other

Provide the following additional cost information:

- a. Schedule of reimbursable expenses;
- b. Personnel rates;
- c. Other miscellaneous costs, expenses or fees (please specify).

Consultant must identify any and all conditions to their fee proposal. Such conditions will be a factor in the selection decision.

SELECTION CRITERIA/PROCESS

The solicitation, review and selection process to be used for procurement of professional services for these projects will be conducted as follows:

1. The PBC will publicly notice the Request for Proposals from qualified professionals for design services.
2. A short list of firms shall be established by the PBC based on objective criteria including, but not limited to, the firm's proposed personnel, qualifications and capabilities and fees.
3. The PBC may wish the short-listed firms to make a short, formal presentation and answer questions regarding their proposals.
4. A final selection will be made on the basis of the presentation, references and information provided in the proposal response including, but not limited to, the firm's qualifications, experience, familiarity with the issues, responsiveness to the project and value to be delivered, proposed budget, knowledge of the requirements of the CSDE Office of School Facilities, insurance capabilities and costs for project specific insurance.

The Selection Committee reserves the right to reject any and all proposals, to negotiate separately with competing firms, and/or to make no award. The Committee has the right to amend the scope of work or RFP process, or terminate the process at any time with notice to the firms. Faxed or e-mail proposals **will not** be accepted.

FORM OF AGREEMENT

The successful firm will be required to execute a consultant agreement with the Town of Killingly. The draft agreement is attached.

FORMAT OF RESPONSE TO REQUEST FOR PROPOSAL

Responses to the Request for Proposal shall be in a bound book with a table of contents and tabs for each heading. Fifteen (15) copies of the Response are to be submitted to Mary Bromm, c/o Permanent Building Commission, Town of Killingly, 172 Main Street, Killingly, Connecticut 06239, by 3:00 PM on Wednesday, April 27, 2022. Late proposals will not be accepted and will be returned unopened.

QUESTIONS AND CLARIFICATIONS

Any questions or requests for clarifications should be directed to Mary Bromm, Town of Killingly, at 860-779-5394 (fax machine) or mbromm@killinglyct.gov. No telephone calls will be accepted for this purpose. Responses to questions submitted shall be provided to all known

respondents to this Request for Proposal. No questions will be accepted after Monday, April 18, 2022.

AGENDA ITEM COVER SHEET

ITEM 4(b): WESTFIELD AVENUE/COMMUNITY CENTER RENOVATION PROJECT

PREPARED BY: Mary Bromm, CD Administrator

ARCHITECT/ENGINEER:

CONSTRUCTION MANAGER:

ITEM SUMMARY:

The Town received five (5) proposals from architectural/engineering firms for the project. Commission members should review the proposals and choose from one (1) firm to all five of the firms to interview. This project does not have State grant funding so there are no requirements to interview a certain number of firms.

ACTION REQUESTED AT THE APRIL 6, 2022 MEETING:

Discussion of the submitted proposals and if appropriate, choose a firm or firms to interview.

SUPPORTING DOCUMENTS:

- Quisenberry Arcari Malik Architecture
- Silver Petrucelli Associates
- Antinozzi Associates
- Friar Architecture
- Russell and Dawson, Inc.