Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Phillip Eng, Interim MassDOT Secretary
Jonathan L. Gulliver, Undersecretary and Highway Administrator

MassDOT
Massachusetts Department of Transportation
Highway Division

Proposal No. 607349-135382 November 2, 2026

ADDENDUM NO. 9

To Prospective Proposers and Others on:

NORWELL-PEMBROKE-MARSHFIELD
Bridge Replacement, N-24-004=P-05-008
Route 3 (NB & SB) over North River
Design-Build

Technical & Price Proposals Due: **Friday, November 13, 2026 by 2:00 P.M.**

Transmitting revisions to the RFP Documents as follows:

Questions and Responses One page.

RFP Volume I of III – Instructions To Proposers (July 16, 2026)
Revised pages iii, iv, and 64.

Attachment G: Draft Project Labor Agreement
Inserted new Attachment (22 pages).

A Dropbox folder named "Addendum No. 9" has been created, which includes the complete addendum.

Take note of the above, substitute the revised pages for the originals, insert the new Attachment in the proper order, and acknowledge Addendum No. 9 in your Expedite Proposal file before submitting your bid.

Very truly yours,

Eric M. Cardone Digitally signed by Eric M. Cardone Date: 2026.11.02 12:05:38 -05'00'

Eric M. Cardone, P.E.
Construction Contracts Engineer

EMC\mac
cc: Narayana Kolla, Manager Alternative Procurement and Delivery
cc: Laura Montiel, Design-Build Project Manager

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⑨ Addendum No. 9, November 2, 2026

LIST OF ATTACHMENTS

A: TECHNICAL PROPOSAL FORMS

LETTER OF TRANSMITTAL
STIPEND AGREEMENT
DESIGN COST STATEMENT

B: PRICE PROPOSAL FORMS

DOCUMENT B00420 PRICE PROPOSAL FORM

C: [RESERVED FOR FUTURE USE]

D: ESCROW FORMS

ESCROW AGREEMENT
ESCROW EXHIBIT 1 – BID DOCUMENTATION ASSEMBLY CERTIFICATION
ESCROW EXHIBIT 2 – BID DOCUMENTATION DELIVERY CERTIFICATION

E: ATC RULES ACKNOWLEDGEMENT

F: CONFLICT OF INTEREST DISCLOSURE FORM

⑨ **G: DRAFT PROJECT LABOR AGREEMENT**

5.9.1.10 Failure to Comply with Guidance

If MassDOT determines, in its sole discretion, that a Participant has failed to comply with this Guidance in any respect (including any failure to disclose an actual, perceived or potential conflict of interest) or with the requirements of any conflict of interest determination, MassDOT may take appropriate action which may include without limitation, preclusion of the Participant and any of its parents, affiliates, subsidiaries, subcontractors or subconsultants; requiring the implementation of mitigation measures; or cancellation or amendment of any contract under which the Participant is working on the Project and such termination may be deemed to be a termination for default by the Participant. In the event of any such termination MassDOT shall not be liable for the reimbursement of all or part of the costs incurred or alleged to have been incurred by the Participant or any of its parents, affiliates, subsidiaries, subcontractors or subconsultants. Additionally, MassDOT shall be entitled to recover any and all payments made to the Participant subsequent to the date when the Participant became aware of or should have become aware of the existence of the conflict of interest.

5.10 DESIGN COST STATEMENT

The two (2) lowest Best Value Proposers shall submit as a separate electronic file, a fully completed, e-signed Design Cost Statement contained in Attachment A by the close of business on the third business day after the Price Proposal opening. The Design Cost furnished by the Proposer is only for MassDOT's use in verifying and for tracking statewide Design Services

The total Design cost shall include all Design activities required by the RFP.

Failure to comply or to demonstrate good faith efforts to meet, the requirements for Design Cost Statement may render a Proposal non-responsive.

⑨ 5.11 PROJECT LABOR AGREEMENT

The Design-Builder selected to complete the Project, as a condition of Project Award, may be required to execute a Project Labor Agreement ("PLA") with the Building and Construction Trades Council of Brockton Area District for its affiliated local unions and the Regional Council of Carpenters with respect to the construction work on or connected to the Bridge Replacement, Route 3 (NB & SB) over North River Design-Build Project. Whether the execution of a PLA will be required as a component of the contract award is dependent upon many factors, including, but not limited to, the completion, by the Department, of a Project Labor Analysis and approval by the Federal Highway Administration for this Project to include a PLA. The Draft PLA is included herein as Attachment G.

Addendum No. 9, November 2, 2026

REQUEST FOR PROPOSALS

VOLUME I OF III

INSTRUCTIONS TO PROPOSERS

ATTACHMENT G
DRAFT PROJECT LABOR AGREEMENT

Addendum No. 9, November 2, 2026

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PROJECT LABOR AGREEMENT

BETWEEN

[DESIGN BUILDER]

AND

BROCKTON AREA BUILDING TRADES COUNCIL, FOR ITSELF AND ON BEHALF OF ITS AFFILIATED LOCAL UNIONS,

AND

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS, FOR ITSELF AND ON BEHALF OF ANY AFFILIATED LOCAL UNIONS

FOR

CONSTRUCTION TO REPLACE THE NORWELL- PEMBROKE- MARSHFIELD-BRIDGE, ROUTE 3 (NB & SB) OVER NORTH RIVER

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This Project Labor Agreement (the "Agreement") is entered into effective this ___ day of ___ 2026, by and between _____ (the "Design Builder") and their successors or assigns, and the Brockton Area Building Trades Council (the "Council") for itself and on behalf of its affiliated Local Unions, the North Atlantic States Regional Council of Carpenters ("NASRCC") for itself and on behalf of any affiliated Local Unions (hereinafter each being referred to collectively as the "Union" or "Unions"), who, through their duly authorized officers, have executed this Agreement, with respect to the construction work owned and contracted by the Massachusetts Department of Transportation (hereinafter, “MassDOT” or the “Owner”) for the construction of the Route 3 bridge over the North River in Norwell, Pembroke and Marshfield Massachusetts (the "Project").

As used herein, the term "Contractor" shall include all contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the Design Builder, when it performs construction work within the scope of this PLA. Where specific reference to the Design-Builder alone is intended, the term "Design-Builder" is used.

It is understood by the parties to this Agreement that the construction work covered by this Agreement, as set forth in Article II, shall be contracted only to Contractors of whatever tier who agree to execute and be bound by this Agreement through the Letter of Assent attached as Schedule B. This Agreement shall be included in the bid documents, subcontract specifications and any other contract documents, and/or public notices related to bidding for work within the scope of this Agreement.

The Design Builder shall cause any other Contractor performing construction at the site and not presently identified to execute and deliver a copy of this Agreement, whereupon the contractor shall become bound under this Agreement along with the Unions.

The Unions, Design Builder, and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement, together with the Appendices, Schedule A Agreements, the Schedule B Letter of Assent, the Schedule C list of recognized holidays, and the Site Plan at Exhibit 1 and their successors incorporated herein, represent the complete understanding of the parties. By virtue of signing this Agreement, no Contractor is or will be required to sign any other agreement with a signatory unit to perform work on this Project, whose scope is defined in Article II.

ARTICLE I
PURPOSE

MassDOT intends to replace the existing deteriorated Route 3 bridge over the North River and construct a modern, single span structure with a 100-year service life. This bridge serves as a critical link in a key transportation corridor connecting Boston to the South Shore and Cape Cod and the corridor serves as a major commuter and freight route through Massachusetts.

The bridge’s strategic importance, both operationally and in terms of public safety, necessitates a carefully coordinated construction program that ensures service continuity during construction. The timely and successful completion of the construction work covered by this Agreement is of vital importance to all the citizens of Massachusetts. Therefore, it is essential that the construction be done in

an efficient and economical manner to secure optimum productivity and to eliminate delay in a manner that is in the best interests of MassDOT and the Commonwealth consistent with Section 283(a) of chapter 283 of the Acts of 2024 and Executive Order 641.

ARTICLE II
SCOPE OF THE AGREEMENT

Section 1. This Agreement shall apply to all construction work for which the Design-Builder is responsible pursuant to MassDOT Contract _____ for the Project, including any demolition, remediation, site preparation, renovation or rehabilitation of existing facilities, assembly, or other construction activities including, but not limited to, the following elements:

(a) Construction of two (2) new single-span bridges within the general footprint of the existing structure, maintaining the current profile while shifting the horizontal alignment into the current median;

(b) Construction of new foundations, abutments, and superstructure elements;

(c) Demolition of the existing bridges;

(d) Associated corridor work encompassing approach roadway reconstruction on Route 3, selective full-depth pavement and milling/overlay, barrier removal and construction of crossovers;

(e) Drainage improvements including construction of new temporary and permanent stormwater facilities

(f) Wetland mitigation and landscape restoration throughout the project area

The limits of roadway construction extend along Route 3, approximately 5,350 feet (1.01 miles), with limits of construction beginning approximately 2,300 feet south of the bridges in Pembroke and ending approximately 2,900 feet north of the bridges in Norwell. See Site Plan, Exhibit 1.

Section 2. All construction covered by this Agreement shall be under the direction of the Design Builder and performed by Contractor(s) of whatever tier which have contracts awarded for the construction of covered construction work on and after the effective date of this Agreement. The Design Builder, and/or Contractors, as appropriate, have the absolute right to select any qualified bidder for the award of contracts under this Agreement, provided, that such bidder is willing, ready and able to execute and comply with this Agreement in full, should it be designated the successful bidder.

Section 3. It is agreed that all Contractors of whatever tier, who have been awarded contracts for any construction work on this Project shall be required to execute the Letter of Assent attached as Schedule B and accept and be bound by the terms and conditions of this Agreement prior to the commencement of any work on the Project. A copy of the Letter of Assent executed by the Contractor shall be transmitted to the Council and the Design Builder at least forty-eight (48) hours prior to the dispatch of workers to the job site.

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Section 4. Notwithstanding any provisions of a Schedule A Agreement attached hereto, where a subject covered by the provisions of a Schedule A Agreement is also covered by this Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the Schedule A provisions shall prevail. Any dispute as to the applicable source, between this Agreement and a Schedule A Agreement, for determining the wages, hours and working conditions of workers on this Project shall be resolved by the Permanent Arbitrator in accordance with the procedures contained in Article VII.

The provisions of applicable Schedule A Agreements and this Agreement shall cover all construction work on the Project. Notwithstanding any other provision of this Agreement, it is agreed, that work falling within the jurisdiction of the International Union of Elevator Constructors on this Project shall be performed under the terms of the Elevator Constructors' National Agreement, except that Articles V, VII, VIII of this Agreement shall prevail and be applied to such work covered by this Agreement.

ARTICLE III
UNION RECOGNITION AND EMPLOYMENT AND REPRESENTATION

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of all construction and building trades workers working within the scope of this Agreement.

Section 2. For a Local Union operating a job referral system as specified in its Schedule A Agreement, the Contractor agrees to make exclusive use of such system for employment on the Project. Such system must be operated in a non-discriminatory manner and in full compliance with any Federal, State and Local laws and regulations which require equal employment opportunities and non-discrimination. 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 and shall only be subject to such other conditions as agreed to by the parties.

Section 3. In the event that a Union’s Schedule A Agreement does not contain a job referral system as set forth in this section, the Contractor shall hire workers in accordance with the Union’s established practices and procedures.

Section 4. Notwithstanding the Contractor's agreement to the job referral system set forth in Sections 2 and 3, the parties agree that the Contractor may reject any referral for any lawful nondiscriminatory reason. The Contractor shall provide notice of any decision to reject any referral to the Union.

Section 5. Authorized representatives of the Union shall have access to the construction site; provided they do not impede the work of workers and that they fully comply with the posted reasonable visitor, security, and safety rules.

Section 6. The Contractor Agrees to deduct union dues or representation fees, whichever is applicable, from the pay of any worker who has executed or executes a voluntary authorization for such

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deductions and shall remit the deductions to the applicable Union. No worker employed on this Project shall be required to comply with a union security provision of a Schedule A Agreement by virtue of the Contractor employing him/her on this Project executing this Agreement.

ARTICLE IV
MANAGEMENT RIGHTS

Section 1. The Contractor retains full and exclusive authority for the management of its operations. Except as expressly set forth in this Agreement or the applicable Schedule A Agreement, the Contractor retains the right to direct the work force, including the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of forepersons; the assignment and schedule of work including the establishment of the standard work week, hours of work, start times, shifts (including multiple, staggered, and off-hour), weekend work, make-up days, breaks, and meal periods; the promulgation of reasonable work rules; and the requirement of overtime work, the determination of when it shall be worked and the number and identity of employees engaged for such work.

Section 2. Except as otherwise expressly stated in this Agreement or in an applicable Schedule A Agreement, there shall be no limitation or restriction upon the Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. The Contractor may without restriction install or otherwise use materials, supplies or equipment regardless of their source, provided, however, said purchase, use and installation is done in a manner consistent with the Schedule As. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 3. Except as otherwise expressly stated in this Agreement or in an applicable Schedule A agreement, it is recognized that 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 on covered work. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

Section 4. Notwithstanding anything else in this Article IV, all workers covered by this Agreement shall be classified in accordance with work performed and paid the full wage rates for those classifications, including overtime rates, as specified in the applicable Schedule A Agreements or their successors**.**

ARTICLE V
WORK STOPPAGE AND LOCKOUTS

Section 1. The Union agrees there shall be no strikes, picketing, work stoppages, (including sympathy strikes and unfair labor practice strikes) slowdowns, or other disruptive activity by the Union or their members for the duration of the construction work on the Project at the Project Site. The Contractor agrees there shall be no lockout by the Contractor. Failure of any Union or their members to cross the

picket line established by any Union at the Project Site shall be a violation of this Article. In order to ensure labor peace on this project, the Council, NASRCC, their affiliate Unions, and Contractors agree to meet within forty-eight (48) hours upon receiving notice that a strike, work stoppage or other disruption is planned, threatened, or has commenced without notice. The Council, NASRCC, and Unions pledge to communicate regularly with the MassDOT and Contractors and work collaboratively to promote labor peace for the duration of the Project.

Section 2. In the event a resolution of the alleged strike/lockout activity cannot be not reached within forty-eight (48) hours, any aggrieved party alleging a work stoppage or lockout may make a demand for expedited arbitration to the Permanent Arbitrators designated in Article VII. Said arbitration shall be convened as soon as practicable, but no earlier than forty-eight (48) hours after confirmation of the arbitrator's appointment. The award shall be issued in writing within four (4) 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 or the Alternate may order cessation of the violation of this Article and other appropriate relief; such award shall be served on all parties by hand, electronically, and/or registered mail upon issuance.

Section 3. Fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or parties respondent.

ARTICLE VI
DRUG AND ALCOHOL TESTING

The Design Builder and Union agree that the Design Builder will implement a substance abuse prevention program for the project. To conform with any governmental (Federal or State) regulation covering this Project, the Design-Builder shall establish and implement reasonable substance abuse testing procedures and regulations which may include but shall be limited to, pre-hire, reasonable cause and post-accident testing.

ARTICLE VII
DISPUTE RESOLUTION

Section 1. This Agreement is intended to encourage cooperation between management and labor and therefore provides procedures for the final and binding resolution of all disputes which could or may arise among the parties. The dispute resolution procedures contained in this Article and in other provisions of this Agreement are specifically intended to provide peaceful resolution of differences between the parties. Their utilization with respect to disputes under this Article is mandatory and the parties recognize that their availability removes any right or need to engage in any strike, picketing, work stoppage, slowdown or disruptive activity of any kind or any lockout during the term of this Agreement. The Design Builder and the Council shall each assign a representative to this Project for the purpose of assisting the Unions, and the Contractors. to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages, although such representative may also be permitted to fulfill other roles and responsibilities with regard to the project, including, without limitation, superintendence or project management.

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Section 2. The Contractors and Unions, collectively and individually, realize the importance to all parties of maintaining continuous and uninterrupted performance of the work at 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 the interpretation and application (other than trade jurisdictional disputes or alleged violations of Article V) shall be considered a grievance and subject to resolution under the following procedure:

Step 1 (a). When any worker subject to the provisions of this Agreement feels aggrieved by a violation of this Agreement, the worker shall, through his Local Union business representative or job steward. give notice to the worksite representative of the involved Contractor within five (5) working days after the occurrence of the violation. stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the worksite representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) 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 (48) hours 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 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 Design Builder within five (5) days after resolution has been reached and the terms of the resolution are set forth in writing to the Design Builder.

(b). Should the Local Union(s) or Design Builder or any other Contractor have a dispute with the other party and, if after convening, a settlement is not reached within three (3) 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 a worker complaint.

Step 2. The Business Manager or designee of the involved Union, the site representative of the involved Contractor, and the labor relations representative of the Design Builder shall meet within seven (7) working days of the referral of the dispute to Step 2 to attempt to resolve the matter. If the parties fail to reach agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3.

Step 3. If the grievance shall have been submitted but not adjusted or resolved 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 the Permanent Arbitrator. The voluntary labor arbitration rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitration shall be borne equally by the involved Contractor and the involved Union(s),

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Section 4. No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance except for grievances alleging non-payment of benefit contributions required to be paid under Article IX.

Section 5. The relevant Design Builder shall be contemporaneously notified by the involved Contractor of all actions at Steps 2 and 3 and shall be a party in interest at all grievance proceedings and arbitrations.

Section 6. It is agreed by the signatories of this Agreement that the Permanent Arbitrator be named under this Agreement will be a member of the American Arbitration Association experienced in union arbitration matters and mutually acceptable to the Contractor in question, the Council and NASRCC, The Arbitrator shall also be named Arbitrator to satisfy any Article making specific reference to the Permanent Arbitrator regardless of the cause of the alleged violation, but he/she will have no responsibility to decide jurisdictional disputes. In the event that the Permanent Arbitrator is unavailable he or she shall appoint an alternate (both referred to herein as the "Permanent Arbitrator"). The parties have designated Gary Altman as the Permanent Arbitrator for this Project and Sarah Garrity as the Alternate Permanent Arbitrator.

ARTICLE VIII
JURISDICTIONAL DISPUTES

Section l(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, The Design Builder, Contractor and subcontractors involved, and representatives of the appropriate Unions shall be invited to attend such conference,

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

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

(d). The involved Contractor shall promptly notify the Design Builder 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.

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Section 2(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 final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions.

(b). For all Unions who have not agreed to be bound to provisions of the Plan, all jurisdictional disputes between those unions, or between one of those unions and any other union(s) shall be settled through arbitration where the arbitrator shall be bound by area practice regarding the assignment of the work. The assignments of the Contractor(s) shall be followed and work shall continue uninterrupted until the dispute is resolved. Decisions rendered by the Permanent Arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions. The Permanent Jurisdictional Arbitrator shall be Sarah Garrity and the Alternate Permanent Jurisdictional Arbitrator shall be Harvey Shrage.

(c). Any Union opting out of the Plan after this Agreement is executed shall immediately notify the Council, NASRCC, and the Construction Manager and be bound by the provisions provided in Section 2(b).

Section 3. There shall be no authority to assign work to a double crew, that is, to more workers than the minimum required to perform the work involved, nor to assign the work to workers 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) worker is needed for the job, or an arbitrator from ordering such when appropriate under the Plan. The aforesaid determination shall decide only to whom the disputed work belongs.

Section 4. 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. There shall be no strike, work stoppage, slowdown, interruption, or other disruptive activity in protest of any such award or resolution.

ARTICLE IX
WAGES AND BENEFITS

Section 1. All workers covered by this Agreement shall be classified in accordance with work performed and paid the wage rates for those classifications as specified in the Schedule A's or their successors.

Section 2. The Contractor agrees to timely pay contributions to the established worker benefit funds in the amounts designated in the appropriate Schedule A. Bona fide jointly trusteed fringe benefit plans established or negotiated through collective bargaining during the life of the Agreement may be added.

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The Contractor adopts and agrees to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payment 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 3. Contractors of whatever tier shall make regular and timely contributions required by Section 2 of this Article in amounts and on the time schedule set forth in the appropriate Schedule A. Delinquency in remission of contributions is a breach of this Agreement. If a Contractor or subcontractor is delinquent in any such contributions, the Union or the Trust Fund shall provide timely notification to the Design Builder and provide documentary evidence of the delinquency endorsed by the Fund. The applicable Contractor or subcontractor and Union or Trust Fund will attempt to resolve the delinquency. If the delinquency is not resolved within ten (10) working days thereafter, the Contractor, in the case of a delinquent subcontractor, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the subcontractor and shall not release such withholding until the subcontractor is in compliance, provided, however, that if the delinquent amount is undisputed in whole or in part between the Fund and the delinquent subcontractor, the Contractor shall issue to the Fund(s) a joint check payable to the Fund and the subcontractor in the amount of the undisputed delinquency. In the case of a delinquent prime Contractor, Design Builder shall withhold, in an appropriate amount, any funds due and owing to the Contractor. Pursuant to the announced commitment of the Construction Manager, and to the extent permitted by law, the Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the Fund, Where there is no dispute as to the amount of the delinquency, retained amounts may be released by a joint check delivered to the Fund(s) and made payable to the Contractor and the Fund in the amount of any undisputed delinquency.

ARTICLE X
HOURS OF WORK, OVERTIME AND REPORTING PAY

Section 1. (a) The normal workday shall be eight (8) hours and the normal workweek shall be forty (40) hours, Monday through Friday. Regular work hours will be between 5:30 a.m. and 5:30 p.m. plus one-half (½) hour unpaid for lunch approximately mid-way through the shift, which may be changed by mutual agreement of the Union and the Contractor. The Design Builder may arrange for multiple shifts outside of normal work hours. Saturday may be a make-up day on a voluntary basis for weather-related lost time only, with no less than eight (8) hours work opportunity if called in. Make-up days shall be paid in accordance with the applicable Schedule A Agreement.

(b) If the Design Builder determines that it would be beneficial to the Project, the Design Builder may implement a four (4) ten-hour day workweek (exclusive of one-half hour unpaid lunch approximately mid-way through the shift) after providing three (3) days' notice to the Union. Once established, a four-ten workweek shall remain in effect for at least four (4) consecutive working days. Regular working hours during the four/ten workweek will be between 5:30 a.m. and 5:30 p.m., Monday through Friday. If the Design Builder determines that it would be beneficial to the Project, the Design Builder may require work on the weekends, including the establishment of a 6-day workweek Monday

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through Saturday or 7-day workweek after providing five (5) days' notice to the Union.Wages shall be paid in accordance with the applicable Schedule A Agreement.

(c) To the extent the Design Builder determines that second and third shifts would be beneficial to the project, wages and benefits payable on the second and third shifts shall be those set forth in the applicable Union's collective bargaining agreement at Schedule A.

(d) A uniform starting time will be established for each craft or segment of the Project work. The Union(s) shall be informed of the work starting time set by the Contractor at the pre-job conference.

Section 2. The need to work overtime will be determined by Design Builder or the Contractor. Overtime and any other premium time shall be assigned and be paid consistent with the applicable Union's collective bargaining agreement at Schedule A.

Section 3. When an employee reports for work at the time and place specified by the Contractor and he is not put to work or he works fewer than two (2) hours, he shall be paid for two (2) hours at the applicable straight time rate of pay, unless overtime or another wage premium is required under the applicable Schedule A Agreement, federal law, or state law.

Section 4. Unless a longer period or other breaks are required by the applicable Schedule A Agreement, there shall be a paid fifteen (15) minute break upon two (2) hours following the start of a shift. There shall be a thirty (30) minute unpaid lunch period to be mutually agreed upon. A second paid fifteen (15) minute break shall occur after lunch.

ARTICLE XI
APPRENTICES AND WORKFORCE DEVELOPMENT

Section 1. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor will employ apprentices participating in their respective Union apprenticeship programs in their respective crafts to perform such work for this initial Project as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Contractor may 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. The Contractor will use its best efforts to ensure that one-fifth (1/5) of work hours on this Project are staffed by apprentices.

Section 2. The parties recognize that the size and scope of the Project's covered work, the number of craftspersons and others expected to be employed, and the extended period of time during which the construction will be underway, should provide significant employment opportunities for qualified local residents of the area. Equally important, the parties recognize that persons seeking entry to apprenticeship programs may require additional preparation for admission to enter skilled apprenticeship programs will have the opportunity through such high-quality pre-apprenticeship programs as the Building Pathways to obtain the requisite qualifications and be considered for employment. The parties will endeavor to support such Programs and employ graduates of such Programs consistent with the hiring obligations of this Agreement and the needs of the Contractor for skilled and experienced craftsmen and apprentices. The

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Contractor and the Unions also agree to permit direct employment of qualified graduates of Building Pathways, to the extent permissible under the applicable Schedule A.

ARTICLE XII
NO DISCRIMINATION

Section. 1. The Contractor and Unions agree that they will not discriminate against any worker or applicant for employment because of race, color, religion, sex, sexual orientation, veteran's status, disability, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by joint agreement of the parties to this Agreement or the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the benefit of the defined population.

Section 2. Any complaints regarding application of the provisions of Section 1 should be brought to the immediate attention of 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.

Section 4. Nothing in this Article or otherwise in this Agreement shall preclude any worker and/or the Union from addressing a complaint of discrimination or harassment through the grievance and arbitration process in Article VI, or preclude the filing of administrative claims at the MCAD or EEOC.

Section 5. The Design Builder, Contractors, and the Unions agree that mandatory non-discrimination training will be provided during an orientation session before any worker begins work on the jobsite. Prospective workers shall be paid for all time spent during the orientation session in non-discrimination training and successful completion of that training will be a condition of obtaining employment on the job. Refresher and new non-discrimination courses may be offered to workers on the jobsite, as needed, during which all attending workers shall be compensated.

ARTICLE XIII
HELMETS TO HARDHATS

The Contractor and the Unions seek to facilitate the entry of veterans into the building and construction trades industry and agree to utilize the services of the Center for Military Recruitment. The Center’s “Helmets to Hardhats” program shall 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. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

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ARTICLE XIV
HOLIDAYS

The parties agree that all holidays observed by the MassDOT shall be uniformly observed on this Project. A list of those holidays shall be appended hereto as Schedule C and amended, to the extent necessary, as of July 1 of each fiscal year that the project is on-going.

ARTICLE XV
LABOR-MANAGEMENT COOPERATION

The parties shall meet on an as-needed basis to address issues on the Project, ensuring that the Project is constructed in an efficient and effective manner. The Design Builder, relevant Unions, and Contractors agree to meet within 48 hours of a request to resolve a concern raised by MassDOT, the Design Builder, or Contractors. MassDOT, Design Builder and Contractors agree to provide all relevant information necessary to fully inform the Union(s) of the concerns raised.

ARTICLE XVI
OMBUDSERVICE

Within 60 days of the execution of this Agreement, the MassDOT, the Design-Builder, and the Unions shall meet to negotiate over the retention and scope of an ombuds service for the Project, available to all construction workers on the Project. The scope may include, but shall not be limited to, the voluntary informal resolution of discrimination and harassment claims. Any agreement to engage ombuds services, as well as the services provided will be memorialized in an amendment to this Agreement.

ARTICLE XVII
GENERAL SAVINGS CLAUSE

If any provision(s) of this Agreement shall be declared invalid, inoperative, or unenforceable by any court of competent authority under state or federal law, the Parties to this Agreement shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent in its place a provision(s) which will meet the court's judgment to its validity and which, to the extent possible, will be in accord with the intent and purpose of the provision(s) in question. Any such determination by a court, and/or the parties' substitution of a term(s) by mutual agreement, shall have no effect on the validity of the remaining provisions of this Agreement.

ARTICLE XVIII
MISCELLANEOUS

Section 1. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint.

Section 2. None of the provisions of this Agreement shall apply to the Owner. Nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Agreement on the Project site.

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Section 3. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time.

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

ARTICLE XIX
OSHA TRAINING

All hourly craft labor employees deployed to the project have completed at least a 10-hour training course in construction safety and health approved by the U.S. Occupational Safety and Health Administration prior to performing work on the project.

ARTICLE XX
DURATION OF THE AGREEMENT

This Project Labor Agreement shall be effective and operative as of the date it is executed. The failure or refusal to execute this Agreement by any party that is identified in this Agreement as a contemplated signatory, other than the Design Builder, the Council, and NASRCC shall not delay or affect the enforceability of this Agreement.

This Agreement shall continue in effect for the duration of the Project construction work described in Article II hereof. 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 acceptance from Owner's representative.

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In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year above written.

For [DESIGN BUILDER]

_____

For BROCKTON AREA BUILDING TRADES COUNCIL

_____

For NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS

_____

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SCHEDULE A
BUILDING TRADES LOCAL UNIONS HAVING GEOGRAPHICAL JURISDICTION

BOILERMAKERS LOCAL 29,
BRICKLAYERS LOCAL 1,
I.B.E.W. LOCAL 7,
ELEVATOR CONSTRUCTORS LOCAL 4,
HEAT & FROST INSULATORS WORKERS LOCAL 6,
IRON WORKERS LOCAL 7,
LABORERS LOCAL 596,
OPERATING ENGINEERS LOCAL 98,
PAINTERS DISTRICT COUNCIL 35
PAINTERS ALLIED TRADES DISTRICT 11,
PLUMBERS & PIPEFITTERS LOCAL 104,
PLASTERERS & CEMENT MASONS LOCAL 534,
ROOFERS LOCAL 248,
SHEET METAL WORKERS LOCAL 63,
SPRINKLER FITTERS LOCAL 5669,
TEAMSTERS LOCAL 404,
NORTH ATLANIC STATES REGIONAL COUNCIL OF CARPENTERS

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PROJECT LETTER OF ASSENT ("LOA")
(This form must be executed by any subcontractor prior to commencing work)

The undersigned Contractor, of whatever tier, confirms that it agrees to be a party to and be bound by the terms of the Norwell, Pembroke, Marshfield Route 3 Bridge Project Labor Agreement, its Appendices, Addenda, Amendments, Exhibits, and Schedules (together, the "Agreement"), all hereby incorporated by reference herein. Nothing contained in this LOA shall be construed to require any Contractor or Subcontractor to sign a Schedule A agreement as a condition of performing work on the project.

The undersigned, as a Contractor or Subcontractor (hereinafter, "Contractor") on the PLA, for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Agreement, a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all appendices, schedules, addenda, and amendments now existing or which are later made thereto;
(2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Agreement in Schedule A and this Letter of Assent but only to the extent of Project work and as required by the Agreement itself;
(3) Authorizes the parties to such national, regional and/or local 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 but only to the extent of Project work as required by the Agreement;
(4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement or this Letter of Assent. The Contractor agrees to employ labor that can work in harmony with all other labor on the project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project; and
(5) Agrees to secure from any Contractor(s) (as defined in the Agreement) which is or becomes a Subcontractor (of any tier), to it for the Project, a duly executed Letter of Assent in a form identical to this document.
(6) The requirements of this LOA shall be placed on all sub-tier contractors' scope of work as covered by this Agreement.

Agreement Project Name & Location: Norwell, Pembroke, Marshfield Route 3 Bridge PLA

Subcontractor Name: _____

Subcontractor Address:_____

Subcontractor Phone:_____Subcontractor E-Mail:_____

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By Authorized Agent: Print Name: _____

Sign Name:_____ Dated:_____

Title:_____

All executed Letters of Assent (LOAs) should be kept with the Design Builder holding the Agreement and distributed to the Business Managers or District Reps of the Unions covering the work via email. No Subcontractor shall perform any work on said Project until the Agreement requirements of filling out and submitting this LOA and holding a pre-job with the Unions has been fulfilled.

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SCHEDULE C
RECOGNIZED HOLIDAYS

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EXHIBIT 1
SITE PLAN

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