



Addendum #01 – David L. Lawrence Convention Center
Design Build Curtain Wall Accordion Gasket Replacement

October 1, 2025

Prospective firms shall attach this addendum to the Request For Proposal documents now in their possession.

1) Dates:

- a) Deadline for Submission of Proposals: 4:00pm | Thursday, October 9, 2025
 - i) Location: SEA Administration Office
171 10th Street, 2nd Floor, Pittsburgh, PA 15222

2) Additional Information:

- a) Contact information
 - i) Non-Mandatory Pre-Proposal Meeting Summary
 - (1) PM reviewed Meeting Agenda (See Pre-Proposal Meeting Minutes attached).
 - (2) Facility site walk conducted to review Scope of Work and detail.
- b) Please find attached a copy of the Insurance Requirement Worksheet
- c) Please find attached a copy of the Prevailing Wage Determination
- d) Please find attached a copy of the Project Labor Stabilization Agreement

3) Questions:

- a) Question: Does a Movement/tolerance Report exist? If so, can it be provided? If not, we would propose having the movement studied -would you prefer this be part of base service or additional service?
Response: To the best of our knowledge a report does not exist. This is a design build project therefore if the proposing team feels it is necessary it should be part of their proposal.
- b) Question: We believe there are annual inspection reports of the Curtainwalls, can those be shared?
Response: Yes.
- c) Question: Will DLCC be providing lifts/scaffolding to review the exterior and interior? If not, can the lift/scaffolding detail requirements be shared?
Response: This is a design build project therefore if the proposing team feels access is necessary to review a condition those costs including access should be part of their proposal. The DLCC does not have a lift/scaffold detail requirement this would be up to the proposing team to determine.

- d) Question: Does DLCC have additional details of what was originally installed other than those shared already?
Response: No
- e) Question: Have any repairs been done on the joints? If so, what isn't working?
Response: To the best of our knowledge no repairs have been done on the joints.
- f) Question: While not specifically indicated, are the large movement bellows to be part of this scope? These are the vertical bellows below the roof.
Response: No.
- g) Question: What Warranty is DLCC looking for? Typically, there would be a 1-5 year workmanship warranty along with a 5–10-year warranty for materials provided by the manufacturer. Are these acceptable ranges?
Response: Please refer to Exhibit A of the Request For Proposal.
- h) Question: Will a bid bond be required?
Response: No, the Request For Proposal does not require a bid bond.
- i) Question: Will payment and performance bonds be required?
Response: Yes, upon execution of the Agreement Between Owner and Contractor payment and performance bonds will be required.
- j) Question: Will the Insurance Requirements be provided?
Response: Insurance requirements are provided in this addendum
- k) Question: What are the capacities of the Service Elevator and Freight Elevator?
Response: The Freight Elevator has a capacity of 12,000 lbs and the Service Elevator has a capacity of 8,000 lbs.
- l) Question: Who will be responsible for obtaining permits, if required, and associated costs for the permits since the costs will not be known at the time of submission of the proposal?
Response: As indicated in Exhibit A, the scope of work indicates the proposer will be responsible for permits, if required. If the permit fees associated with any required permits are not known at the time the proposals are due, then this should be noted in the proposal.
- m) Question: Is the design build firm to provide a schedule?
Response: Yes, as part of the Technical Proposal a bar diagram schedule indicating the project duration of the major construction tasks and subtasks identified in the scope of work should be submitted. As mentioned in Exhibit A, the Authority will then work with the successful firm to review and coordinate the erection procedure and scheduling. This coordination will include minimizing conflicts and interruptions with events within the building.

- n) Question: Is watertightness during construction and the replacement a requirement?
Response: Yes.

4) Attachments:

- a) Pre-Proposal Meeting Minutes
- b) Pre-Proposal Sign-In Sheet
- c) Insurance Requirement Worksheet
- d) Prevailing Wage Determination
- e) Project Labor Stabilization Agreement

Pre-Proposal Meeting Minutes

**SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY
PITTSBURGH, PENNSYLVANIA**

Pre-Proposal Meeting, September 25, 2025

**DAVID L. LAWRENCE CONVENTION CENTER
DESIGN BUILD CURTAIN WALL ACCORDION GASKET REPLACEMENT**

Meeting Minutes

1. An attendance sheet was distributed to all those present.
2. Tom Ryser (TPR) welcomed everyone for their interest in the project and for attending the meeting.
3. TPR provided a general overview of the proposed project.
4. TPR discussed the general purpose of the Pre-Proposal meeting which was to identify the roles of the various organizations, discuss specifics of the project, to review what was expected in the proposals, and answer any questions.
5. Project Role
Doug Straley is the Authority's Project Executive and will be overseeing the project.
Tom Ryser is an owner's representative for the Authority and will be the project manager.
Ryan Buries is ASM's Assistant General Manager of the David L. Lawrence Convention Center; ASM will assist in the coordination with the building operations to make sure the project conforms to the operations of the active building.
6. TPR reviewed the Request for Proposal by going through each section highlighting some critical points:
 - Reviewed scope of work as outlined in RFP.
 - Reviewed project deliverables as outlined in RFP.
 - Authority's MBE/WBE Participation is 25% minority participation and 10% women's participation. MBE/WBE Participation and Workforce Diversity forms must be completed and submitted w/ the proposals as described in the RFP.
7. Dates
All questions must be received by Tuesday, September 30, 2025 by 4:00 PM.
Hard and electronic copies of the proposals are due Thursday, October 9, 2025 by 4:00 PM
8. Pre-proposal meeting minutes will be issued via an addendum. Any question after this meeting will need to be submitted in writing to Tom Ryser. The questions and responses will be provided to all firms via an addendum.
9. Questions/Discussion

These meeting minutes have been prepared by TPR and are TPR's interpretation of the discussions which took place. All participants are requested to review these minutes and advise of any corrections or additions required.

**ATTENDANCE SHEET DAVID L. LAWRENCE CONVENTION CENTER
DESIGN BUILD CURTAIN WALL ACCORDION GASKET REPLACEMENT PRE-PROPOSAL MEETING – September 25, 2025:**

Name	Adam Sculli	Company Name	Tremco	Phone:	
				Mobile:	412-448-6366
Title	Technical Sales Rep	Address		Fax:	
				Email:	SASCU111@TREMCOINC.COM
Name	Eric Tango	Company Name	Tremco	Phone:	330-201-2330
				Mobile:	
Title		Address		Fax:	
				Email:	ETango@tremcoinc.com
Name	Rich Kosuda	Company Name	Tremco	Phone:	724-612-3011
				Mobile:	724-612-3011
Title		Address		Fax:	
				Email:	RKOSUDA@TREMCOINC.COM
Name		Company Name		Phone:	
				Mobile:	
Title		Address		Fax:	
				Email:	
Name		Company Name		Phone:	
				Mobile:	
Title		Address		Fax:	
				Email:	
Name		Company Name		Phone:	
				Mobile:	
Title		Address		Fax:	
				Email:	

Insurance Requirement Worksheet

Insurance Requirement Worksheet

Contractor shall procure and maintain, at its' own expenses, during the life of this Agreement, all of the insurances listed below. All policies shall be written on an occurrence basis and shall be written with an Insurer that is licensed to do business in Pennsylvania and is acceptable to the Owner and have an A.M. Best Rating of A+ or A.

A. Public Liability and Property Damage Insurance

Contractor shall take out and maintain during the life of this Project such insurance as shall protect the Owner from all claims for damages for physical injury, including wrongful death, as well as from claims for property damages, other than the Work itself, which may arise from operations on the Project, and to this end the following insurance coverages are required:

The amounts of each insurance shall be as follows:

Public Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) for injuries and/or wrongful death or property damage any one occurrence and, Two Million Dollars (\$2,000,000) General Policy Aggregate, which will apply on a per project basis. Coverage shall include but not be limited to, Premises, Operations, Product/Completed Operations, Blanket Contractual, Personal Injury, explosion, Collapse and Underground.

B. Automobile Insurance

Automobile Insurance in an amount not less than One Million Dollars (\$1,000,000) for injuries and/or wrongful death or property damage due to any one accident. Policy shall include coverage for all owned, non-owned and hired vehicles. The policy shall bear the full and exact name of the Trade Contractor as insured.

C. Worker's Compensation

1. The Contractor shall accept the provisions of the Worker's Compensation Act of 1915, and any supplements or amendments thereof, including any which may hereafter be passed, and shall insure his full liability thereunder for all parts of this Contract being performed by him, his partners, associates, or file with the Owner a certificate of exemption from insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry.

2. The Contractor shall carry such insurance for all their employees engaged on the Project and agree that the Trade Contractor shall not be permitted to perform Work on the project without Worker's Compensation insurance coverage.

Sports & Exhibition Authority
David Lawrence Convention Center
Design Build Curtain Wall Accordion Gasket Replacement

D. Umbrella Liability

Contractor shall purchase and maintain for the full term of this Project Umbrella Liability with limits in an amount not less than Five Million Dollars (\$5,000,000) each occurrence combined single limit. The policy shall be excess over the Trade Contractor's Public Liability, Automobile Liability and Employers' Liability. The policy shall bear the full and exact name of the Trade Contractor as the insured with the Owner as additional insured.

E. Builder's Risk/ Installation Floater

For contracts equal to and exceeding the amount of Two Hundred Fifty Thousand Dollars (\$250,000), during the term of the Contract, Contractor shall maintain in force builder's Risk/Installation Floater in the full amount of the Contract covering labor, materials and equipment used or to be used for completion of the work performed under the Contract, against all risks of direct physical loss.

F. Professional Liability

Contractor shall purchase and maintain for the full term of this Agreement, Professional Liability with limits in an amount not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit. Such insurance shall be maintained in force by the Contractor for three (3) years after the date of substantial completion of the Work.

G. Additional Insureds

For any of the above insurance policies for which the Owner is the Certificate Holder, such insurance policies shall also name the following as additional insureds: the

Sports & Exhibition Authority of Pittsburgh and Allegheny County The City of Pittsburgh Allegheny County Commonwealth of Pennsylvania SMG

G. Additional Requirements

All liability insurance shall be on an occurrence basis rather than claims made policy. All liability insurance shall be primary and non-contributory. Contractor waives all rights against Owner for damages caused by any peril covered by insurance provide under these Insurance Requirements. All insurance policies required hereunder shall permit and recognize such waivers of subrogation. An Actual Notice of Cancellation endorsement will be delivered that will provide that coverage cannot be canceled except upon not less than thirty (30) days prior written notice to the Authority.

Prevailing Wage Determination

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	DLCC Design Build Curtain Wall Accordion Gasket Replacement
General Description:	Replacement of the existing accordion gasket at four curtain walls.
Project Locality	City of Pittsburgh
Awarding Agency:	Sports & Exhibition Authority
Contract Award Date:	11/13/2025
Serial Number:	25-08980
Project Classification:	Building
Determination Date:	9/30/2025
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Allegheny County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-08980 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2024		\$43.40	\$29.51	\$72.91
Asbestos & Insulation Workers	8/1/2025		\$45.10	\$30.31	\$75.41
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	12/1/2024		\$41.00	\$25.59	\$66.59
Bricklayer	6/1/2025		\$41.50	\$26.09	\$67.59
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$41.49	\$19.93	\$61.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		\$43.34	\$19.93	\$63.27
Cement Masons	7/1/2024		\$34.57	\$25.09	\$59.66
Cement Masons	6/1/2025		\$35.52	\$25.64	\$61.16
Drywall Finisher	6/1/2024		\$34.01	\$24.63	\$58.64
Drywall Finisher	6/1/2025		\$35.16	\$25.98	\$61.14
Electricians & Telecommunications Installation Technician	12/27/2024		\$50.86	\$32.69	\$83.55
Electricians & Telecommunications Installation Technician	12/26/2025		\$54.16	\$32.69	\$86.85
Elevator Constructor	1/1/2024		\$58.55	\$43.87	\$102.42
Elevator Constructor	1/1/2025		\$61.07	\$40.05	\$101.12
Glazier	9/1/2024		\$37.06	\$31.89	\$68.95
Glazier	9/1/2025		\$38.70	\$33.75	\$72.45
Iron Workers	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2025		\$27.32	\$19.96	\$47.28
Laborers (Class 01 - See notes)	1/1/2026		\$27.82	\$20.46	\$48.28
Laborers (Class 02 - See notes)	1/1/2025		\$27.47	\$19.96	\$47.43
Laborers (Class 02 - See notes)	1/1/2026		\$27.97	\$20.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2025		\$30.47	\$19.96	\$50.43
Laborers (Class 03 - See notes)	1/1/2026		\$30.97	\$20.46	\$51.43
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	6/1/2024		\$41.69	\$24.39	\$66.08
Operators (Class 01 - see notes)	6/1/2025		\$42.72	\$24.79	\$67.51
Operators (Class 01 - see notes)	6/1/2026		\$43.74	\$25.29	\$69.03
Operators (Class 02 -see notes)	6/1/2024		\$35.62	\$24.39	\$60.01
Operators (Class 02 -see notes)	6/1/2025		\$36.67	\$24.79	\$61.46
Operators (Class 02 -see notes)	6/1/2026		\$37.67	\$25.29	\$62.96
Operators (Class 03 - See notes)	6/1/2024		\$32.83	\$24.39	\$57.22
Operators (Class 03 - See notes)	6/1/2025		\$33.88	\$24.79	\$58.67

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-08980 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 03 - See notes)	6/1/2026		\$34.88	\$25.29	\$60.17
Painters Class 6 (see notes)	6/1/2024		\$32.14	\$24.93	\$57.07
Painters Class 6 (see notes)	6/1/2025		\$34.16	\$25.81	\$59.97
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2024		\$33.14	\$21.04	\$54.18
plumber	6/1/2024		\$51.75	\$25.87	\$77.62
plumber	6/1/2025		\$54.95	\$25.87	\$80.82
plumber	6/1/2026		\$58.05	\$25.87	\$83.92
plumber	6/1/2027		\$61.15	\$25.87	\$87.02
Pointers, Caulkers, Cleaners	12/1/2024		\$39.69	\$21.61	\$61.30
Pointers, Caulkers, Cleaners	6/1/2025		\$40.66	\$21.99	\$62.65
Roofers	6/2/2024		\$38.00	\$20.67	\$58.67
Roofers	6/1/2025		\$39.91	\$20.76	\$60.67
Sheet Metal Workers	7/1/2024		\$43.00	\$33.96	\$76.96
Sheet Metal Workers	7/1/2025		\$45.00	\$35.16	\$80.16
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sprinklerfitters	7/1/2024		\$45.38	\$26.46	\$71.84
Sprinklerfitters	1/1/2025		\$44.79	\$27.05	\$71.84
Steamfitters	6/1/2024		\$48.15	\$29.57	\$77.72
Steamfitters	6/1/2025		\$50.20	\$31.02	\$81.22
Stone Masons	12/1/2024		\$43.10	\$24.22	\$67.32
Stone Masons	6/1/2025		\$43.60	\$24.72	\$68.32
Terrazzo Finisher	12/1/2024		\$41.04	\$18.72	\$59.76
Terrazzo Finisher	6/1/2025		\$41.73	\$19.03	\$60.76
Terrazzo Mechanics	12/1/2024		\$40.39	\$21.02	\$61.41
Terrazzo Mechanics	6/1/2025		\$41.13	\$21.28	\$62.41
Tile Finisher	12/1/2024		\$32.51	\$17.99	\$50.50
Tile Finisher	6/1/2025		\$33.24	\$18.36	\$51.60
Tile Setter	12/1/2024		\$39.41	\$22.44	\$61.85
Tile Setter	6/1/2025		\$40.15	\$22.80	\$62.95
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-08980 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2025		\$41.35	\$22.09	\$63.44
Carpenter	1/1/2026		\$42.60	\$22.84	\$65.44
Carpenter Welder	1/1/2025		\$42.85	\$22.09	\$64.94
Carpenter Welder	1/1/2026		\$44.10	\$22.84	\$66.94
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Electricians & Telecommunications Installation Technician	12/27/2024		\$51.76	\$31.80	\$83.56
Electricians & Telecommunications Installation Technician	12/26/2025		\$54.16	\$32.69	\$86.85
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2024		\$32.20	\$25.50	\$57.70
Laborers (Class 01 - See notes)	1/1/2025		\$33.70	\$26.00	\$59.70
Laborers (Class 01 - See notes)	1/1/2026		\$34.70	\$27.00	\$61.70
Laborers (Class 02 - See notes)	1/1/2024		\$32.36	\$25.50	\$57.86
Laborers (Class 02 - See notes)	1/1/2025		\$33.86	\$26.00	\$59.86
Laborers (Class 02 - See notes)	1/1/2026		\$34.86	\$27.00	\$61.86
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 07 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 07 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 08 - See notes)	1/1/2024		\$34.70	\$25.50	\$60.20
Laborers (Class 08 - See notes)	1/1/2025		\$36.20	\$26.00	\$62.20
Laborers (Class 08 - See notes)	1/1/2026		\$37.20	\$27.00	\$64.20
Millwright	6/1/2024		\$47.59	\$23.72	\$71.31
Millwright	6/1/2025		\$49.72	\$23.72	\$73.44
Operators (Class 01 - see notes)	1/1/2024		\$38.59	\$24.03	\$62.62
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-08980 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	1/1/2026		\$41.96	\$24.66	\$66.62
Operators (Class 02 -see notes)	1/1/2024		\$38.33	\$24.03	\$62.36
Operators (Class 02 -see notes)	1/1/2025		\$40.13	\$24.23	\$64.36
Operators (Class 02 -see notes)	1/1/2026		\$41.70	\$24.66	\$66.36
Operators (Class 03 - See notes)	1/1/2024		\$34.68	\$24.03	\$58.71
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 03 - See notes)	1/1/2026		\$38.05	\$24.66	\$62.71
Operators (Class 04 - See notes)	1/1/2024		\$34.22	\$24.03	\$58.25
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 04 - See notes)	1/1/2026		\$37.59	\$24.66	\$62.25
Operators (Class 05 - See notes)	1/1/2024		\$33.97	\$24.03	\$58.00
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00
Operators (Class 05 - See notes)	1/1/2026		\$37.34	\$24.66	\$62.00
Operators Class 1-A	1/1/2024		\$41.59	\$24.03	\$65.62
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-A	1/1/2026		\$44.96	\$24.66	\$69.62
Operators Class 1-B	1/1/2024		\$40.59	\$24.03	\$64.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Operators Class 1-B	1/1/2026		\$43.96	\$24.66	\$68.62
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2024		\$38.09	\$24.93	\$63.02
Painters Class 2 (see notes)	6/1/2025		\$40.36	\$25.81	\$66.17
Painters Class 3 (see notes)	6/1/2024		\$40.66	\$24.93	\$65.59
Painters Class 3 (see notes)	6/1/2025		\$43.68	\$25.81	\$69.49
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41

Project Labor Stabilization Agreement

PROJECT STABILIZATION AGREEMENT

for

**THE EXPANSION AND DEVELOPMENT OF THE
DAVID L. LAWRENCE CONVENTION CENTER**

Entered Into Between

**THE SPORTS & EXHIBITION AUTHORITY
OF PITTSBURGH AND ALLEGHENY COUNTY**

and

**THE BUILDING AND CONSTRUCTION
TRADES COUNCIL OF PITTSBURGH, AFL-CIO**

and

SIGNATORY LOCAL UNIONS

Effective _____, 2000

ARTICLE I.
INTENT AND DURATION

Section 1. Intent And Duration. This Project Stabilization Agreement (the "Agreement") is entered into between The Sports & Exhibition Authority of Pittsburgh and Allegheny County ("Authority") for the expansion and development of the David L. Lawrence Convention Center ("Center"); the Building and Construction Trades Council of Pittsburgh, AFL-CIO ("BCTC"); and the Signatory Unions (the "Unions") and applies exclusively to the construction work within the scope of this Agreement to be performed and related to the Center (the "Project"). The purpose of this Agreement is to promote efficiency in the construction of the Project -- an expanded convention center for the Western Pennsylvania region -- designated as a State and/or Federal Prevailing Rate Project covered by this Agreement, and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. This Agreement shall expire and be of no further force or effect upon the completion of the Project and its acceptance by the Authority.

Upon execution of this Agreement by all parties, all construction work covered by this Agreement on the Project shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. The Unions agree that other Contractors may execute the Agreement for purposes of performing such work. The Authority shall monitor compliance with this Agreement by all contractors, who through their execution of this Agreement or a Letter of Assent hereto, together with their subcontractors, shall become bound hereto. For purposes of the Agreement, the term "Contractor" shall be deemed to include all construction contractors and subcontractors of whatever tier engaged in on-site construction work on the Project.

The Authority, the Unions and all signatory Contractors agree to abide by the terms and conditions contained in the Agreement. This Agreement represents the complete understanding of all parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work coming within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the Authority.

Section 2. Limitation Of Agreement To Project. The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for work on the Project, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis, and without regard to whether employees of such bidder are or are not members of any union. The Unions further agree that this Agreement applies only to this Project, and that by signing this Agreement or a Letter of Assent hereto, a Contractor, not previously in signed agreement with the Unions, does not recognize the Unions as the bargaining representative of any of its employees at any other project, site, or location.

ARTICLE II. PURPOSE

Section 1. Purpose. The parties to this Agreement understand and acknowledge the fact that the timely construction of the Project is critical to the enhancement of the image and economic development of Western Pennsylvania and the City of Pittsburgh. The parties signatory to this Agreement accordingly pledge their complete good faith and trust to work towards an absolutely on-time completion of the Project. The signatory parties further pledge to demonstrate nationally that Western Pennsylvania enjoys a mature labor relations climate and continues to be the number one location in the United States to live and work.

Section 2. Time Is Of The Essence. The parties to this Agreement understand and agree that time is of the essence for this Project. The parties understand and agree that the Authority has a critical need for timely completion of the Project, as the Project must be completed prior to March 1, 2003. Timely completion of the Project without interruption or delay is vital. The parties understand and agree that timely construction of the Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are essential to its completion; the Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and no delays. In recognition of those special needs of the Project, Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in or condone, or permit their members to engage in, any strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, "work to rule," sickout, sitdown, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. Contractors agree not to engage in any lockouts.

ARTICLE III.

BENEFITS OF THE AGREEMENT

Section 1. Benefits Of The Agreement. This Agreement is intended to foster the achievement of a timely and on-budget completion of the Project by, among other things:

- (a) avoiding the costly delays of potential strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, handbilling and any

other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;

- (b) standardizing terms and conditions governing the employment of labor on the Project;
- (c) permitting wide flexibility in work scheduling and shift hours and times;
- (d) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (e) providing comprehensive and standardized mechanisms for the settlement of work disputes;
- (f) ensuring a reliable source of skilled and experienced labor; and
- (g) furthering public policy objectives, to the extent lawful, as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry.

ARTICLE IV. **SCOPE OF AGREEMENT**

Section 1. The Work. This Agreement is specifically defined and limited to onsite construction work bid and contracted for by, or otherwise under the direction and control of, the Authority and required to construct the Project.

Section 2. Exclusions From Scope. Items specifically excluded from the scope of this Agreement, even if performed in connection with the Project, include the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency

medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

- (b) Equipment and machinery owned or controlled and operated by the Authority or its Construction Manager.
- (c) All off-site manufacture, fabrication or handling of materials, equipment or machinery (except at dedicated lay-down or storage areas), and all deliveries of any type to and from the Project site.
- (d) All employees of the Authority, the Authority's Construction Manager, design team or any other consultant when such employees do not perform manual labor coming within the scope of this Agreement.
- (e) Any work performed on or near or leading to or onto the site of work on the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.
- (f) Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.
- (g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, unless such work has historically and customarily been performed by members of a signatory union, or work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.
- (h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.

- (i) All work done by employees of the Authority, or of any state or federal agency, authority or entity or employees of any municipality or other public employer.
- (j) All employees and entities engaged in ancillary Project work performed by electric utilities, gas utilities and telephone companies.

The unions agree that there shall be no interference with, or disruption of work, of those contractors, employers, and employees exempted from coverage of this Agreement by subparagraph (a) through (j) above.

Section 3. Contract Award and Consent to Agreement.

- (a) The Authority, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on the Project notwithstanding the existence or nonexistence of any Agreements between such Contractor and any Union party provided only that such Contractor is willing, ready and able to execute and comply with this Agreement or a Letter of Assent hereto, should such Contractor be awarded work covered by this Agreement.
- (b) All subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement on or after the effective date of this Agreement shall also be required to accept and to be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of this Agreement or a Letter of Assent hereto, prior to the commencement of work. A copy of this Agreement or

Letter of Assent executed by each Contractor shall be available for review by the Union.

Section 4. Stand-Alone Agreement. This Agreement is a stand-alone Agreement. While this Agreement expressly does not incorporate any local area collective bargaining agreements, such local area collective bargaining agreements may be referenced for the limited purposes as hereinafter set forth in this Agreement. However, to the extent, if any, that any provisions of this Agreement conflict with any provision of a local area collective bargaining agreement, the provisions of this Agreement shall control.

Section 5. Craft Jurisdiction. This Agreement shall recognize the traditional craft jurisdictions of the signatory unions. Any and all jurisdictional disputes shall be settled in accordance with Article VIII below. While this Agreement is a stand-alone Agreement and expressly does not incorporate any local area collective bargaining agreements, the Agreement will utilize the local area collective bargaining agreements of signatory locals as a reference to define the signatory local unions' craft jurisdiction. Again, jurisdictional disputes shall be settled in accordance with Article VIII.

Section 6. Subcontracting. The Authority agrees that neither it nor any of its contractors or subcontractors will subcontract any work covered by this Agreement to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. Contractors who are signatory to local collective bargaining agreements shall be bound by the terms of their respective local collective bargaining agreements on subcontracting to the extent such terms are consistent with Article IV, Section 2 of this Agreement. Disputes

concerning compliance with such local subcontracting provisions for this Project shall be subject to all of the dispute resolution provisions of this Agreement.

Section 7. Liability. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Authority and/or any Contractor, and the Authority shall not assume any liabilities of the Contractors.

Section 8. Abatement of Agreement. As areas of covered work on the Project are accepted by the Authority, this Agreement shall have no further force or effect on such areas except where the Contractor is directed by the Authority to engage in repairs or punch list modifications.

ARTICLE V. LABOR/MANAGEMENT COOPERATION JOINT ADMINISTRATIVE COMMITTEE

Section 1. The parties to this Agreement shall establish a Project Joint Administrative Committee ("Committee"). This Committee will be a two-person committee comprised of one member designated by the Authority and one member from the signatory Unions, with an alternate signatory Union member available to replace the regular volunteer when a problem or grievance concerns the regular member's Union. Each member of the Committee shall designate an alternate who shall serve in the absence of the member for any purpose contemplated by this Agreement.

Section 2. The Committee shall meet at least quarterly, or more often if special circumstances warrant, to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other relevant matters. Any need

for interpretation which might arise from the application of the terms and conditions of the Agreement shall be referred directly to the Committee for resolution.

ARTICLE VI.

UNION RECOGNITION AND EMPLOYMENT

Section 1. Pre-Hire Recognition. Each Contractor recognizes the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project under the Agreement.

Section 2. Contractor's Right of Selection. Each Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off.

Section 3. Union Referral. For Local Unions having a job referral system, each Contractor agrees to comply with such system, and the referral system shall be used exclusively by such Contractor, except as modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations requiring 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. The Union shall indemnify and hold each Contractor and the Authority harmless with respect to any claim arising out of how the Union operates and administers its referral system. All hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral for any reason and request another, different referral.

Section 4. Lack of Job Referral System. In the event that a signatory Local Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the Union forty-eight (48) hours to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 5. Unavailability of Union Referrals. In the event that Local Unions are unable to fill any requisitions for qualified employees within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays, and Holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and refer the applicant to the Local Union for dispatch to the Project.

Section 6. No Cross-Referrals. The Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor, nor shall any Union engage in any activity which encourages workforce turnover or absenteeism.

Section 7. Union Best Efforts. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor, including calls to local unions in other geographic areas when its referral lists have been exhausted. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on the Project.

Section 8. Non-Discrimination. No employee covered by this Agreement shall be required to join any Union or pay any agency fees or dues as a condition of being employed, or remaining employed, on the Project. Where, however, there is in effect and in the possession of the Contractor a voluntary written dues deduction authorization executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues from the pay of the employee and to remit the dues to the Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of that employee.

Section 9. Core Employees. To provide opportunities to participate on the Project to minority- and women-owned business enterprises as well as other enterprises which do not have a relationship with the Unions signatory to this Agreement and to ensure that such enterprises will have an opportunity to employ their "core" employees on this Project, the parties agree that any such enterprise has the right to select core employees whom it will employ on site, in accordance with the formula below and who:

- (a) possess any license required by the state or federal law for the Project work to be performed;
- (b) have worked a total of at least 1,200 hours per year in the construction craft during each of the prior 3 years, including participating in a state-certified apprenticeship program;
- (c) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (d) have the ability to perform safely the basic functions of the applicable trade.

The first employee and the third employee, or up to 10 percent of all employees, whichever is greater, hired by each Contractor may be core employees. After such core employees have been hired by any contractor, all the employees shall thereafter be hiring hall referrals by the appropriate signatory unions in accordance with the provisions of the applicable local collective bargaining agreements.

Section 10. Craft and General Forepersons. The selection of craft foremen and/or general foremen and the number of foremen required shall be the exclusive right and responsibility of each Contractor.

ARTICLE VII. **GRIEVANCE ARBITRATION PROCEDURE**

Section 1. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this Agreement, the same shall be settled by means of the procedure set out herein. No such grievance shall be recognized unless called in writing to the attention of the parties to the Agreement (or to the attention of the Union by the Authority or Contractor) within five (5) days after the alleged violation was committed.

Section 2. All grievances shall be settled according to the following procedures:

- Step 1: The dispute shall be set forth in writing and shall be referred to the Business Representative of the Local Union, the Contractor representative involved (or his designated representative), and the Authority and/or the Authority's representative at the construction Project.
- Step 2: In the event that the representatives of the parties to the dispute are unable to resolve the dispute within five calendar days after completion of Step 1, it shall be submitted to the Joint Administrative

Committee before proceeding to Step 3. This will apply to any dispute over the intent and application of this Agreement not resolved in Step 1.

Step 3: If the dispute is not resolved within the ten calendar days after completion of Step 2, then within ten calendar days, the Representative shall refer that dispute to arbitration. The parties to this Agreement have agreed that Lewis R. Amis and John J. Morgan shall alternate as Arbitrators. The Arbitrator shall hold a hearing promptly after receiving written notice of the dispute. The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The expense of the impartial Arbitrator shall be borne equally by both parties to the dispute.

Section 3. A decision must be given to both parties within five days after completion of the hearing unless such time is extended by mutual agreement.

Section 4. A written opinion may be requested by either party from the presiding Arbitrator.

Section 5. The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed request for an extension of time, shall be deemed a waiver of such grievance without

prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

Section 6. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

Section 7. No adjustment or decision may provide relief of any type retroactively exceeding five (5) days prior to the date of the written notice of grievance of Section 2, Step 1 above.

Section 8. Nothing in this Article of this Agreement shall preclude any signatory Contractor from obtaining administrative or injunctive relief to halt any strike, picketing, or work stoppage pending resolution of a dispute pursuant to this Article.

ARTICLE VIII. JURISDICTIONAL DISPUTES

Section 1. There will be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, "work to rule," sickout, sitdown, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by the Unions and their members arising out of, or because of, any jurisdictional dispute.

Section 2. Pending resolution of the dispute, all work shall continue uninterrupted as assigned by the Contractor. In the event of a jurisdictional dispute between any signatory Unions and the Contractors, and insofar as required by the provisions of any legally binding agreement existing between the employer(s) and the affected Union(s), it is agreed that the following procedures shall be followed in an attempt to resolve such disputes arising on this Project:

- Step 1: The appropriate Union Representatives of the involved Crafts shall meet with the affected Contractor in an attempt to resolve the dispute within 24 hours.
- Step 2: If no settlement is reached, the appropriate International Union Representatives from each affected Craft will meet with the affected Contractor within five calendar days.
- Step 3: If no settlement is reached, the parties will then submit the dispute to arbitration in accordance with the procedures outlined in the Grievance Procedure within five calendar days.
- Step 4: In rendering a decision, the Arbitrator shall determine first whether a previous decision or agreement of record between the parties to the dispute governs, and shall abide by the same. If the Arbitrator finds that the dispute is not covered by an appropriate or applicable decision or agreement of record covering this geographic area, the Arbitrator shall then consider whether there is an applicable agreement between the Crafts governing the case. If no such agreement is in effect, the Arbitrator shall then consider the established trade practice and the prevailing practice, if any, in the locality. Because efficiency, cost, continuity and good management are essential to the well-being of the industry, the Arbitrator shall not ignore the interest of the consumer, the past practice of the Contractor in assigning the work in dispute, or the specific language of the labor agreements, if any, to which the

Contractor is signatory. All awards issued by the Arbitrator under this Article shall be prospective only and shall not be retroactive.

Section 3. Nothing in this Article of this Agreement shall preclude any Contractor from obtaining administrative or injunctive relief to halt any strike, picketing, or work stoppage pending resolution of a dispute pursuant to this Article.

ARTICLE IX. MANAGEMENT'S RIGHTS

Section 1. Exclusive Authority - Workforce. The Authority and the Contractors retain the full and exclusive authority for the management of their operations and workforces. The Authority and Contractors, as the case may be, retain the right to plan, direct, and control the workforce, including the hiring, promotion, demotion, transfer, layoff, suspension, discipline or discharge for just cause of employees; the determination of crew make-up, crew size and manning levels; the selection of foremen; the assignment and scheduling of work; the promulgation of work rules; and the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Authority and Contractors may utilize any methods or techniques of construction and operation.

Section 2. Materials, Design, Machinery, Equipment. There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools or other labor-saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction of such work; provided, however, that installation of specialty items may be

performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, in circumstances requiring special knowledge of the particular items.

Section 3. Specialty Work. It is recognized by the Contractors, the Unions, and their members that the performance of certain work on the Project shall consist of the installation of certain material, equipment, or supplies manufactured outside this local vicinity which must, for warranty purposes, be installed by the manufacturer and/or its designated specialty contractors and that such installation work is not customarily performed by the members of such unions. The Unions and their members agree that they shall make no claims for such work; provided, however, that the Authority and/or the Joint Administrative Committee shall provide them with the necessary information establishing the nature of such specialty work.

Section 4. New Technology, Equipment. The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by any Contractor from time to time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods.

Section 5. Disputes. If there is any disagreement between any 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.

ARTICLE X. **WORK STOPPAGES**

Section 1. No Strikes or Work Disruptions. There shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, "work to rule," sickout, sitdown, picketing of any type (including informational picketing), handbilling, boycott,

interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. The Unions signatory hereto, and each of their members, agree not to initiate, authorize, sanction, participate in, condone, or permit their members to engage in any such activity. Failure of any Union or employee covered by this Agreement to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project construction site, is a violation of this Article. The signatory Union shall be responsible for any action of its members which violates this section, and its members shall be subject to discipline up to and including discharge for violation of the provisions of this Article.

Section 2. Union Responsibilities. The Union shall not sanction, aid or abet, encourage or condone any conduct or activity in violation of this Article, and shall undertake all means to prevent or to terminate any such conduct immediately. No employee shall engage in activities which violate this Article, and the Union shall pursue all disciplinary action permitted by its Constitution and By-laws against any employee who engages in any activity which violates this Article.

Section 3. Violation. If any Contractor contends that any Union or its member(s) has violated this Article, it will notify in writing the International President(s) of the Union(s) involved, advising him of the fact, with copies of such notice to the Local Union(s) involved, and the BCTC. The International President(s) will immediately instruct, order and use the best efforts of his office, including discipline procedures under its Constitution and By-laws, to cause the Local Union(s) or its members to cease any violation of this Article.

Section 4. Expedited Arbitration. Should the Authority or any Contractor believe that there has been any violation of this Article, it may institute this expedited arbitration

procedure (in addition to any action at law or in equity, or any other contractual procedure available to it). The parties to this Agreement have agreed that Lewis R. Amis is the Permanent Arbitrator under this procedure and that John J. Morgan is the Alternate Arbitrator in the event of Lewis R. Amis' unavailability. The Arbitrator shall hold a hearing within twenty-four (24) hours of verbal or written notice of a claimed violation of this Article and shall complete the hearing in one session. The sole issue at the hearing shall be whether or not a violation of this Article has occurred. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. The arbitral award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without opinion. If any party desires an opinion, the Arbitrator shall issue one within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award.

ARTICLE XI.

WAGES AND BENEFITS

Section 1. Classification - Prevailing Wage. All employees covered by this Agreement shall be classified in accordance with work performed and paid the prevailing wage and benefit rates for those classifications as determined by the Commonwealth of Pennsylvania's Department of Labor & Industry in its Prevailing Minimum Wage Determination dated Feb. 1, 2000, and any subsequent modifications thereto. The Authority, upon request, shall provide the Unions with substantiation that prevailing wages and benefits are being paid by Contractors on the Project.

Section 2. Payment of Benefits/Contributions. Each Contractor will also pay all required contributions in the amounts required by Section 1 of this Article to the established employee benefit funds that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds). With respect to

contributions required in this Section to Employer-Union jointly trusted funds, the Contractor adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by Contractor. This section does not apply to core employees unless any core employee voluntarily elects to join and become a member of any local union signatory to this Agreement, in which event this Section shall immediately apply with respect to any such core employee.

ARTICLE XII.
LOCAL UNION NEGOTIATIONS DURING
THE PENDENCY OF THE AGREEMENT

Section 1. All parties to this Agreement understand and acknowledge that some crafts who will be working on the Project are covered by local collective bargaining agreements that will expire prior to the projected completion of the Project. All contracting parties understand and agree that irrespective of whether such local collective bargaining agreement negotiations are successful or unsuccessful, there shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, "work to rule," sickout, sitdown, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by any Union involved in such local negotiations, or by any of its members, nor shall there be any lockout on the Project affecting such union or its members during the course of such negotiations. Irrespective of the status of any such local collective bargaining agreement

negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement.

Section 2. Wage/Benefit Increases. Should a craft covered by this Agreement negotiate an increase in wages or an increase in benefits with any Contractor to become effective during the term of the Project for the area of Western Pennsylvania, those wage and/or benefit increases shall be paid, as of the effective date of those increases, to those employees in that craft performing work covered by this Agreement.

ARTICLE XIII.

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. Work Day and Work Week. Except as provided in Section 4, the first shift shall consist of eight (8) or ten (10) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid for lunch, approximately mid-way through the shift. Forty (40) hours per week shall constitute a regular week's work, whether consisting of five (5) eight (8) hour days, or four (4) ten (10) hour days. The work week will start on Monday and conclude on Sunday. A uniform starting time will be established for all crafts on each project or segment of the work. Nothing herein shall be construed as guaranteeing any employee eight (8) or ten (10) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the Contractor at the pre-job conference which may be changed thereafter upon three (3) days' notice to the Union(s) and the employees. A second shift, if used, shall consist of eight hours between 3:00 p.m. and 1:00 a.m.; a third shift, if used, shall begin between 10:00 p.m. and 1:00 a.m. For purposes of Section 3, the third shift shall be considered as part of the prior day's work.

Section 2. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing

their assigned functions until quitting time, which is defined as the scheduled end of the shift.

The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 3. Overtime. Overtime shall be defined as all hours worked in excess of forty (40) hours in a work week or, for 8 hour shifts, in excess of 8 hours per day; or for 10 hour shifts, for work in excess of 10 hours per day; such work and work performed on Saturdays shall be paid at one and one-half times the straight time rate of pay. However, in scheduled five day/eight hour shift work-weeks, Saturday may be scheduled as a "make-up" day at straight time to make up for a day lost (Monday through Friday) due to inclement weather; in scheduled four day/ten hour shift work weeks, Friday and/or Saturday may be scheduled as a "makeup" day at straight time to make up for a day lost (Monday through Thursday) due to inclement weather. In addition, if a makeup day is scheduled, all employees directed to work on such day will be guaranteed a minimum of four (4) hours' work or pay. In any week in which employees on the Project are scheduled on four day/ten hour shifts, an employee whose first day of work on the Project begins on Wednesday, or a later day of the schedule, shall be paid, during the first week of his employment only, time and one-half for all hours worked in excess of eight in a day for each day he works during said week. Work on Sundays and Holidays shall be at double time. There will be no restriction on any Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. The Contractor shall have the right to schedule work so as to minimize overtime. There shall be no pyramiding of overtime pay under any circumstances.

Section 4. Shifts.

- (a) Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period. Any third shift shall consist of seven (7) hours of continuous work exclusive of one-half (1/2) hour non-paid lunch period for eight (8) hours' pay.
- (b) The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half hour unpaid lunch, approximately midway through the shift) between Monday and Friday.

Section 5. Holidays. Recognized holidays on the Project shall be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. Work performed on holidays shall be paid at double the straight time rate of pay. A holiday falling on Sunday shall be observed on the following Monday.

Section 6. Meal Period. The Contractor will schedule a meal period of not more than one-half hour duration at the work location at approximately the mid-point of the scheduled work shift (4 hours in a five-day work week, 5 hours in a four-day work week), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to

work through his meal period, he shall be compensated for the time worked at the applicable overtime rate and the employee shall, when work permits, eat his lunch "on the fly."

Section 7. No Organized Work Breaks. There will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee's workstation.

ARTICLE XIV. APPRENTICES

Section 1. Need For. The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. The Contractor(s) will accordingly employ apprentices in their respective crafts to perform work on the Project within the apprentices' capabilities.

Section 2. Ratios. The Union agrees to cooperate with the Contractor in furnishing qualified apprentices as requested. There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

ARTICLE XV. DRUG AND ALCOHOL POLICY

Section 1. Policy. All parties understand and agree that a drug and alcohol policy, attached as Appendix 1 hereto, will be in force for all work performed under the Agreement. The drug and alcohol policy will prohibit the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Project's premises and will require testing of employees. The drug and alcohol policy will be incorporated into and made part of this Agreement and implemented for all Contractors and employees working on the Project.

ARTICLE XVI.
NON-DISCRIMINATION

Section 1. Policy. It is the continuing policy of the Authority, the Contractors and the Unions that the provisions of this Agreement shall be applied without discrimination because of age, race, sex, color, religion, creed or national origin. There shall be no discrimination against an employee because of her or his membership in, or activities on behalf of, the Unions. In addition, the Authority and the Unions agree that they will abide by the provisions of the Mayor of the City of Pittsburgh's April 6, 1999 Executive Order and Memorandum of Understanding jointly attached as Appendix 2 hereto.

ARTICLE XVII.
SOLE AND COMPLETE AGREEMENT

Section 1. The parties agree that this Agreement constitutes the sole and complete agreement between them governing the rates of pay and working conditions of the construction employees working on the Project, that it settles all demands and issues on the matters subject to collective bargaining, and that it shall not be modified or supplemented in any way except by written agreement executed by both parties.

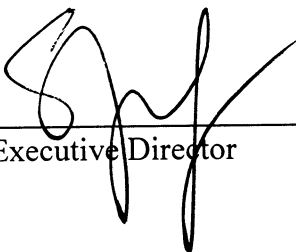
ARTICLE XVIII.
SEPARABILITY AND SAVINGS CLAUSE

Section 1. Intent of Parties. If any article or section of this Agreement shall be held invalid by law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall, upon the request of the Unions, enter into collective bargaining negotiations for the purpose of arriving at a mutually

satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit its demand to formal interest arbitration.

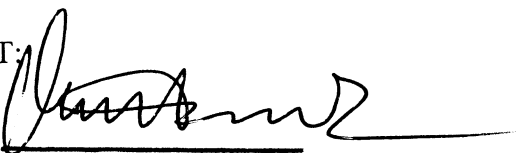
Section 2. **Force of Agreement.** The parties recognize the right of the Authority to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the Authority, or such court order, the parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

SPORTS & EXHIBITION AUTHORITY
OF PITTSBURGH AND ALLEGHENY
COUNTY



Executive Director

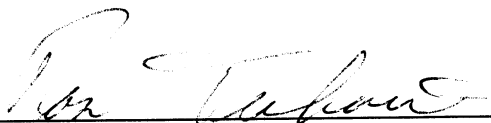
ATTEST:


ATTEST: _____
Mark R. Hornak
Assistant Secretary

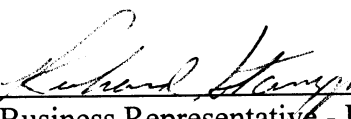
BUILDING & CONSTRUCTION TRADES
COUNCIL OF PITTSBURGH, AFL-CIO



President-David Hohman



Secretary/Treasurer-Ron Terhorst



Business Representative - Richard Stanizzo

SIGNATORY LOCAL UNIONS**NAME AND TITLE**

Asbestos Workers, Local No. 2

Boilermakers, Local No. 154

Carpenters' District Council of Western PA

Cement Masons, Local No. 526

Drywall Finishers, Local No. 2006

International Brotherhood of Electrical
Workers, Local No. 5

Elevator Constructors, Local No. 6

Floor Coverers & Decorators, Local No. 1759

Laborers' District Council

Glaziers, Local No. 751

Lathers, Local No. 33

Millwrights, Local No. 2235

International Union of Operating Engineers,
Local No. 66

Painters, Local No. 6

Pile Drivers, Local No. 2264

Plasterers, Local No. 31

Plumbers, Local No. 27

Roofers, Local No. 27

Sheet Metal Workers, Local No. 12

Sprinkler Fitters, Local No. 542

Steamfitters, Local No. 449

Stone, Marble, Tile, Terrazzo, Tile & Tuck
Pointers, ABC Local No. 33

Teamsters, Local No. 249

Teamsters, Local No. 341

Tile, Marble and Terrazzo Finishers, Local
No. 20
