



PURCHASING GENERAL CONDITIONS

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FOREWORD

The General Conditions of the Dormitory Authority of the State of New York, for all Contracts for the purchase of Commodities and/or services, are contained in this document. The terms and conditions set forth apply to all such Contracts awarded by the Dormitory Authority.

This document has been prepared in order to make the General Conditions available in permanent form to all Contractors interested in bidding on Commodities and/or services. You may want to bookmark it for reference purposes. Hard copies of this document are available on request.

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ARTICLE I – DEFINITIONS

BID - An offer to furnish a described Commodity or service at a stated price in accordance with the Contract Documents.

BIDDER - Any person, partnership, firm, corporation or other authorized entity submitting a Bid to the Dormitory Authority.

COMMODITY - Materials, supplies and equipment.

CONTRACT - The agreement between the Owner and the Contractor consisting of the Contract Documents including all amendments and supplements thereto.

CONTRACT DOCUMENTS - Shall be deemed to include the Notice to Bidders or the Request for Proposal, the Bid or Proposal submitted by the Contractor, the Contract, the General Conditions, Supplemental Specifications, Plans, Specifications, all Bonds, all Addenda and any supplemental data, together with each and every provision required by law to be inserted in this Contract, which shall be deemed to be inserted herein, and the Contract shall be read and enforced as though so included herein.

CONTRACTOR - A person, partnership, firm or other authorized entity with whom the Contract is entered into by the Owner to do the work.

DORMITORY AUTHORITY - The Dormitory Authority of the State of New York, a public benefit corporation with its principal office located at 515 Broadway, Albany, NY 12207, which may also be referred to as the Authority in the Contract Documents.

EXTRA WORK – Any work in addition to the Work initially required to be performed by the Contractor pursuant to the Contract.

FALSE REPRESENTATION - This Action takes place when a person has knowledge of the value of the work and materials supplied performed or proposed (the “Information”) constituting the claim, change order or application of payment and either (i) acts in deliberate ignorance of the truth or falsity of the Information or (ii) acts in reckless disregard of the truth or falsity of the Information.

INSTALL - To unload at the delivery point at the site and perform every operation necessary to establish secure mounting and correct operation at the proper location.

LATE BIDS - A bid received in the designated office of the Dormitory Authority after the time and date established in the Notice to Bidders for the bid opening.

NOTICE TO BIDDERS – The documents used by the Authority that details the terms, conditions, specifications and required qualifications of Bid. May also be referred to as an Invitation for Bid.

OWNER - The Dormitory Authority - State of New York

PROPOSER - Any person, partnership, firm, corporation or other authorized entity submitting a Proposal to the Dormitory Authority.

PROJECT - The facility or facilities at which Commodities will be delivered (and installed if required by the Contract).

PROPOSAL - An offer to furnish a described Commodity or service at a stated price in accordance with the Contract Documents. A proposal shall be differentiated from a bid in that it shall be awarded based upon a "best value" criteria, rather than cost. The "best value" criteria shall include an evaluation of predetermined technical factors and qualifications and experience of the Proposer.

PURCHASE ORDER - The official form used by the Dormitory Authority when placing an order for Work.

SPECIFICATIONS - Description of the Work and the condition for its purchase.

SUPPLEMENTAL SPECIFICATIONS – Identifies documents applicable to the successful Bidder or Proposer.

WORK - The performance of all obligations imposed upon the Contractor by the Contract including labor and the furnishing and supplying, delivering, storing and installing of all Commodities and other things necessary, for proper or incidental completion.

ARTICLE II – BIDS AND PROPOSALS

1. The date and time of bid opening or the proposal due date will be given by the Notice to Bidders or the Request for Proposal
2. All bids and proposals are to be submitted on forms provided by the Dormitory Authority
3. All bids must be sealed. Telegraphic or telephone bids will not be considered.
4. The Bidder or Proposer must provide all information as required by the Notice to Bidders or Request for Proposals.
5. Each bid shall be construed to be completely in accordance with the Specifications unless the Bidder explains all deviations in detail on a separate letterhead attached to the Bid.

6. Prices and information required by the Notice to Bidders or the Request for Proposals, except the signature of the bidder, or Proposer should be typewritten or printed legibly. Submissions written in pencil may be rejected.
7. In all Notice to Bidders and Request for Proposals, the words "or equal" are understood to appear after each reference to a Commodity giving manufacturer's name or catalog reference. Should "or equal" Commodities not be accepted, this will be stated clearly in the Notice to Bidders or the Request for Proposal. If bidding or proposing Commodities other than those specified, the Bidder or Proposer must in every instance give the trade designation of the Commodity, manufacturer's name and detailed specifications of the Commodity to be furnish. Comparable products will be considered if proof of comparability is provided. The Owner's decision as to acceptance of the product as an "or equal" will be final. The burden of proof and all costs related thereto concerning the "or equal" nature of the substitute item, whether approved or disapproved, shall be borne by the Contractor.
8. The Dormitory Authority reserves the right to award a contract, or contracts, on the basis of the lowest bid for each item set forth in the Notice to Bidders or as in the case of Requests for Proposals, on the basis of the proposal judged to be the "best value".
9. When bids are requested on a by-item or by-lot basis, a Bidder must designate the item or lot cost or a no charge. Items or lots left undesignated will be determined as not being bid
10. The Bidder must insert the price per unit specified, and the price extension for each item in this bid if required. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions
11. Prices must be net, including transportation, delivery charges and applicable taxes fully prepaid by Contractor to the designation(s) indicated.
12. Bidders are cautioned to verify their bids before submission, as bids and amendments to bids or requests for withdrawal of bids received by the Authority after the time specified for the bid opening may not be considered. Should any error appear in the Specifications or Drawings, such error should be brought to the attention of the Owner immediately.
13. All bids will be opened publicly.

14. A Late Bid will be returned to the sender unopened and will not be considered in awarding a contract.
15. Before making an award:
 - A) The Dormitory Authority reserves the right before making an award to make investigations as to whether or not the Commodities, qualifications or facilities offered by the Bidder or Proposer meet the requirements set forth in the Notice to Bidders or Request for Proposal and are sufficient to insure the proper performance of the Contract.
 - B) If required by the Supplemental Specifications, the Bidder or Proposer agrees to furnish the Owner a Performance Bond and/or Labor and Material Payment Bond in the amount and form approved by the Owner, the cost thereof to be paid for by the Owner. The cost of such Bonds shall be included by the Bidder or Proposer in the bid or proposal amount. The cost of such Bonds shall be included by the Bidder or Proposer in the bid or proposal offered in compliance with Article XIV, Section 11 - Contract Security.
16. The Dormitory Authority reserves the right to reject any and all bids or proposals in whole or in part and to waive technicalities, irregularities and omissions, if, in its judgment, the best interest of the Dormitory Authority will be served.
17. Contracts shall be awarded to the lowest responsible Bidder or the responsible Proposer that submits the Proposal judged to be the "best value".
18. The Dormitory Authority reserves the right to make awards within one hundred twenty (120) days after the date of the bid opening or proposal due date, during which period bids or proposals shall not be withdrawn.
19. If two or more bidders submit identical bids as to price, the decision of the Dormitory Authority to award a Contract to one or more of such identical bidders shall be final.
20. A Contract awarded by the Dormitory Authority shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the Authority beyond the moneys available therefore.
21. All bids shall be received with the understanding that the acceptance thereof in writing by the Dormitory Authority shall constitute the Contract between the Bidder and the Dormitory Authority. The mailing of either a Contract award or of a Purchase Order to the address on the bid shall be sufficient notice of such acceptance.

22. Unless otherwise specified, the quantities listed in the Notice to Bidders or Request for Proposal are subject to change to conform with the Dormitory Authority requirements. The quantities listed are estimated only and the Contract shall be for the quantities actually ordered.
23. Unless terminated or cancelled by the Dormitory Authority, Contracts will remain in force for the period specified or until all Commodities ordered before the termination date shall have been satisfactorily delivered and accepted.
24. Unless otherwise authorized in writing by the Dormitory Authority, no Commodities are to be shipped or delivered until an official Purchase Order or Contract is received from the Dormitory Authority.
25. Without the prior consent, in writing, of the Dormitory Authority, the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or the right, title, duties or interest therein or the power to execute any Contract to any other person, company or corporation.
26. It is hereby understood between the parties hereto that the relationship created by the Contract Documents between the Dormitory Authority and the Contractor is one of independent contractor and it is in no way to be construed as creating an agency relationship between said parties nor is it to be construed as in any way or under any circumstances to be creating or appointing the Contractor as an agent of the Authority for any purpose whatsoever.
27. If the same or a smaller quantity of a Commodity is sold by a Contractor holding a contract with the State of New York for such Commodity at a price below the state contract price, the price to the Dormitory Authority shall be reduced to the lower amount

ARTICLE III -SAMPLES

1. The Dormitory Authority reserves the right to request a representative sample of a Commodity at any time. The sample shall be furnished within a reasonable period of time as specified by the Authority.

2. If the sample, in the judgment of the Dormitory Authority, is not in accordance with the requirements of the specifications and Notice to Bidders or the Request for Proposal, the Dormitory Authority may in its sole discretion permit a period of time for a reworking of the sample or reject the bid or proposal.
3. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for rejecting a bid or proposal.
4. When an accepted sample exceeds the minimum Specifications, all Commodities delivered will be of same quality and identity as the sample.
5. Samples must be submitted free of charge and be identified with the firm's name, address and the Dormitory Authority Bid or Proposal number.
6. All samples are subject to tests in the manner and place designated by the Dormitory Authority. Samples consumed or made useless by testing will not be returned to the Bidder or Proposer.
7. Where testing has not impaired the sample, the unsuccessful Bidders or Proposer shall, at no charge to the Dormitory Authority, remove said sample within fourteen (14) days from date of notification. Failure to remove samples within the designated period shall constitute abandonment of the sample and its disposition shall be at the discretion of the Dormitory Authority.
8. The Dormitory Authority may hold samples during the entire term of the Contract for comparison with deliveries.
9. A Notice to Bidders or Request for Proposal may indicate that the Commodity to be purchased must be equal to a sample on display in a designated place. Failure on the part of the Bidder or Proposer to examine such sample shall NOT entitle him to any relief from the conditions imposed in the Notice to Bidders, Specifications and other Contract Documents.

ARTICLE IV - DRAWINGS

1. Rough and shop drawings shall be furnished as deemed necessary and required by the Specifications. Such drawings shall be consistent with the Contract Documents and shall be considered as forming part of the Specifications and the Contract to which they relate.
2. All lettering on the drawings shall be considered a part of the drawings.

3. Approval by the Dormitory Authority of shop drawings for any Commodity or a facility in which a Commodity is to be located, will not relieve the Contractor from responsibility for furnishing the same of a proper dimension, size, quantity and quality, to efficiently perform the work and carry out the requirements and intent of the layout or descriptive drawings forming part of the Contract Documents. Such approval shall not relieve the Contractor from responsibility for errors of any sort in the shop drawings. The Contractor will take actual measurements of the areas in which Commodities are to be located. If the shop drawings deviate, or are intended to deviate from the layout or descriptive drawings or Specifications or other Contract Documents, the Contractor shall advise the Dormitory Authority, in writing, at the time the shop drawings are submitted stating the difference in value between the Contract requirements and that denoted by said shop drawings.
4. Rough and shop drawings will be examined by the Dormitory Authority and, if necessary, will be returned to the Contractor for correction. After the corrections have been made, the Contractor shall resubmit to the Dormitory Authority as many copies as required for final approval.
5. All drawings and copies thereof shall become the property of the Dormitory Authority and such drawings shall not be used on any other project unless permitted in writing by the Authority.

ARTICLE V - DELIVERY

1. Delivery must be made as ordered and in accordance with the Contract Documents. Unless otherwise specified, delivery shall be made within thirty (30) days of receipt of Purchase Order by the Contractor. The decision of the Dormitory Authority as to reasonable compliance with delivery terms shall be final.
2. Delivery dates are approximate and reflect current construction schedules. Contractors are required prior to initiation of production to verify delivery schedules with the Dormitory Authority. Should a schedule change be necessary at that time the Contractor will be given a new schedule not to exceed six (6) months beyond the original delivery date, as shown on the Purchase Order and the Dormitory Authority shall incur no additional charges.

3. The Dormitory Authority will not schedule any deliveries for Saturdays, Sundays or legal holidays, unless mutually agreed to by the Contractor and the Dormitory Authority.
4. Commodities shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks. The container shall remain the property of the Dormitory Authority unless otherwise specified in the Contract Documents.
5. Point of Destination: All deliveries shall be unloaded at the location stated in the Contract Documents.
6. Commodities purchased at a price f.o.b. shipping point plus transportation charge are understood to be purchased on an f.o.b. point of destination basis. Title shall not pass until Commodities have been received and accepted at the destination.
7. Deliveries shall be accompanied by packing lists that conform to itemized listings provided on the Purchase Order.
8. When Commodities are rejected, they must be removed by the Contractor from the premises within five days of notification. Rejected items left longer than five days will be regarded as abandoned and the Dormitory Authority shall have the right to dispose of them as its own property.
9. Upon failure of the Contractor to deliver Commodities or services within the time specified or failure to make prompt replacement of rejected Commodities when so requested, the Dormitory Authority may arrange for those Commodities or services to be provided by other sources. On all such procurements the Contractor agrees to reimburse the Dormitory Authority promptly for costs in excess of the Contract cost. Should the cost be less than the Contract price, the Contractor shall have no claim to the difference. The Dormitory Authority may deduct such purchases from Contract quantity.

ARTICLE VI - CONTRACTS INVOLVING INSTALLATION

1. The Contractor shall clean up and remove all debris and rubbish resulting from their Work. Labor and materials (including any subcontracted labor or materials) shall be at the Contractor's expense. Upon completion of all Work the premises shall be left broom clean, except for carpeted areas, which shall be vacuumed leaving the buildings in good repair and order.
2. Commodities, tools or materials may be stored at the site only upon the approval of the Dormitory Authority and at the sole risk of the Contractor.
3. Work shall be performed so as to cause the least inconvenience and with proper consideration for the rights of other contractors. The Contractor shall coordinate and promptly perform the Work to meet the progress of the Project.
4. Installation shall include but not be limited to all Work necessary to move equipment into and within the building(s); also the removal and resetting of any removable windows or doors necessary for moving equipment into and within the building(s).
5. Bidders shall acquaint themselves with conditions at the site by on-site inspection and shall assume all responsibility and expense at all times for delivery, distribution, placement and installation in the areas designated.
6. All materials used in installation shall be of the highest quality and shall be free from all defects, which would mar the appearance of the Commodity or render it structurally unsound.
7. The Contractor shall furnish adequate protection from damage to all Work and to other Work on the premises and to the premises and shall be responsible for the repair or replacement of all such damage of any kind to the satisfaction of the Owner.

8. Any labor, materials or means whose employment, or utilization during the course of the Contract may tend to or in any way cause or result in strike, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor, its subcontractors or material suppliers, or by any of the trades working in or about the buildings and premises where work is being performed under this Contract, or by other Contractors, their subcontractors or material suppliers pursuant to other contracts shall not be allowed. Any violation by the Contractor of this requirement may in the sole judgment of the Owner be considered as proper and sufficient cause for declaring the Contractor to be in default, and for the Owner to take action against the Contractor as set forth in the General Conditions Article VIII entitled "Termination" or such other action as the Owner may deem proper.
9. The Contractor shall provide the appropriate insurance as set out in Article XIV.
10. Without invalidating the Contract, the Owner may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract consideration being adjusted accordingly. No claims for Extra Work shall be allowed unless such Extra Work is ordered in writing by the Owner. No changes in the Work shall be made unless such Work is ordered in writing by the Owner or Owner's Representative. If the time for completion is affected by this change, the revised time for completion shall be included the change order. The Owner may order the Contractor to perform the Extra Work and proceed under the Dispute Article.
11. The amount by which the Contract consideration is to be increased or decreased by any change order may be determined by the Owner by one (1) or more of the following methods:

A. By applying the applicable unit price or prices contained in the Contract.

B. By estimating the fair and reasonable cost of the extra work:

- i. Labor, including all wages, required wage supplements and insurance required by law, paid to employees below the rank of superintendent directly employed at the Project. Wages are the prevailing rate of wages defined in the Contract Documents and supplemental updates.
- ii. Premiums or taxes paid by the Contractor for worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
- iii. Materials, Equipment, excluding hand tools, which in the judgment of the Owner, would have been or will be employed in the Work. The Owner may employ the use of rental rates it deems most appropriate from the "Green Book", the "Blue Book", or from the Associated General Contractors of America. In no case will the equipment rental cost exceed the purchase price of the equipment. Self-owned equipment is defined to include equipment rented from Contractor-controlled or loosely affiliated companies. It is the duty of the Contractor to utilize either rented or self-owned equipment that is of a nature and size appropriate for the Work to be performed. The Owner reserves the right to determine reasonable and appropriate equipment sizing, and at the Owner's discretion, it may adjust the costs allowed to reflect a smaller or less elaborate piece of equipment more suitable for performance of the extra Work.

C. By determining the actual cost of the Extra Work in the same manner as in paragraph 11.B. of this section, except that the actual costs of the Contractor shall be used in lieu of estimated costs.

12. The Owner shall have the option of determining by which method the Contractor shall proceed with said Extra Work. Wages are the prevailing rate of wages defined in the Contract Documents and supplemental updates. The Contractor will submit a signed and notarized Labor Rate Worksheet(s) to the Owner to be used to determine hourly rates for various classifications of workers. The Contractor agrees to provide documentation verifying costs and calculations at the Owner's request.
13. Regardless of the method used by the Owner in determining the value of a change order, the Contractor shall, within the time-frame given by the Owner, submit to the Owner or Owner's Representative a detailed breakdown of the Contractor's estimate of the value of the omitted or Extra Work.
14. Unless otherwise specifically provided for in a change order, the compensation specified therein for Extra Work includes full payment for the Extra Work covered thereby, and the Contractor waives all rights to any other compensation for said Extra Work, damage or expense.
15. The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner shall give the Owner access to all accounts and records relating thereto, including records of subcontractors and material suppliers.
16. At the completion of the Project Work, the Owner will address increased bonding costs, if any, which may have resulted from Owner-issued changes in the Work, upon submission of satisfactory proof of Contractor's increased costs. The Owner will not pay overhead and profit on any increased costs for bonding.
17. At the completion of the Project Work, the Owner will address increased contractual liability insurance premium costs, if any, which may have resulted from changes in the Work upon submission of satisfactory proof of the Contractor's increased costs. The Owner will not pay overhead and profit on any increased costs for contractual liability insurance.

18. For Extra Work performed directly by the Contractor, whether a base cost is arrived at by estimated cost or actual cost method (as outlined), add to said base cost a sum equal to twenty percent, as depicted in the below Example A. (See Example D for an exception)

Example A.

Contractor Base Cost	\$1,000.
20% OH & P Allowance	<u>200.</u>
Total	\$1,200.

19. For extra work performed by a subcontractor under contract with the Contractor, where estimated or actual cost is Ten Thousand Dollars (\$10,000.00) or less, add to the base cost a sum equal to twenty percent of said cost, for the benefit of the subcontractor. For the benefit of the Contractor, add an additional sum equal to ten percent of the Subcontractor base cost, as depicted in the below Example B.

Example B.

Subcontractor base cost	\$1,000.
20% Subcontractor OH & P Allowance	<u>200.</u>
Subcontractor Total	\$1,200.
10% Contractor Allowance on Base Cost	<u>100.</u>
Total	\$1,300.

20. For extra work performed by a Subcontractor, under contract with the Contractor, which exceeds a base cost of Ten Thousand Dollars (\$10,000) in estimated or actual costs (as outlined), add to the base cost a sum equal to twenty percent of said cost for the benefit of the subcontractor. For the benefit of the Contractor add an additional sum equal to ten percent of the first Ten Thousand Dollars (\$10,000) of the subcontractor base cost, plus five percent of the next Ninety Thousand Dollars (\$90,000) of the Subcontractor base cost, plus three percent of any sum in excess of One Hundred Thousand Dollars (\$100,000) of the subcontractor base cost, as depicted in the below Example C.

Example C.

Subcontractor Base Cost	\$200,000.
20% Subcontractor OH & P Allowance	<u>40,000.</u>
Subcontractor Total	\$240,000.
10% Contractor Allowance on First \$10,000 Base Cost	1,000.
5% on Next \$90,000 Base Cost	4,500.
3% on Base Cost over \$100,000	<u>3,000.</u>
Total	\$248,500.

21. For extra equipment purchases by Prime or Subcontractors which exceeds a base cost of Ten Thousand dollars (\$10,000) in estimated or actual costs, add to the base cost for the benefit of the Contractor a sum equal to ten percent of the first Ten Thousand dollars (\$10,000) of the vendor base costs plus five percent of the next Ninety Thousand dollars (\$90,000) of the vendor base cost, plus three percent of any sum in excess of One Hundred Thousand dollars (\$100,000) of the vendors base cost. See Example D.

Example D.

Vendor Base Cost	\$200,000.
10% Prime or Subcontractor allowance on First \$10,000 Base Cost	1,000.
5% on Next \$90,000 Base Cost	4,500.
3% on Base Cost over \$100,000	<u>3,000.</u>
Prime or Subcontractor Total	\$208,500.
10% Prime Contractor allowance on First \$10,000 Base Cost when equipment is supplied by the Subcontractor. No other mark-up allowed.	<u>1,000.</u>
Total	\$209,500.

22. No allowance shall be made for extra work performed by a Subcontractor not under direct contract with the Contractor. No allowance shall be paid on the premium portion of overtime pay. Where the Extra Work involves both an increase and a reduction in similar or related Work, the overhead and profit allowance shall be applied only to the cost of the increase that exceeds the cost of the reduction.
23. Il change orders shall be processed, executed and approved in a written form that is acceptable to the Authority.

ARTICLE VII – PAYMENTS

1. The Dormitory Authority will make payments after receipt of the Contractor's invoice and verification of the ordered Commodities or services.
2. In any case where a question of nonperformance of a Contract arises or any failure in any respect to conform to the Contract, payment may be withheld in whole or in part at the discretion of the Dormitory Authority. Should the amount withheld be finally paid, the Dormitory Authority may take a cash discount originally offered as if no delay in payment had occurred.
3. Any claim against a Contractor may be deducted by the Dormitory Authority from any money due the Contractor. If no deduction is made, the Contractor shall pay the Dormitory Authority the amount of such claim on demand. Submission of an invoice and payment thereof by the Dormitory Authority shall not preclude the Dormitory Authority from receiving upon demand a price adjustment in any case where the Commodities delivered are later found to deviate from the Specifications, Notice to Bidders or other Contract Documents. Any deliveries made which do not meet the requirements of the Specifications, Notice to Bidders or other Contract Documents may be rejected.
4. Owner's Right to Audit and Inspection of Records: The Contractor shall maintain and keep, for a period of at least six (6) years after the date of final payment, all records and other data relating to the Work, including records of Subcontractors and material suppliers. The Owner or the Owner's Representative shall have the right to inspect and audit all records and other data of the Contractor, Subcontractors and material suppliers relating to the Work.

5. Electronic Payments Program: The Dormitory Authority reserves the right to implement an electronic payment program (“Electronic Payment Program”) for all payments due to Contractor hereunder. Prior to implementing an Electronic Payment Program, the Dormitory Authority shall provide the Contractor written notice one hundred twenty days prior to the effective date of such Electronic Payment Program (“Electronic Payment Effective Date”). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Contractor shall only be rendered electronically, unless payment by paper check is expressly authorized by the Dormitory Authority. Commencing on or after the Electronic Payment Effective Date Contractor further acknowledges and agrees that the Dormitory Authority may withhold any request for payment hereunder, if the Contractor has not complied with the Dormitory Authority’s Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by the Dormitory Authority.

ARTICLE VIII - TERMINATION

1. Termination for Cause: In the event that any provision of the Contract is violated by the Contractor, the Owner may serve written notice upon the Contractor, and upon the Contractor’s surety, if any, of the Owner’s intention to terminate the Contract, said notice shall contain the reasons for said intention to terminate the Contract upon a date specified by the Owner. If said violation or delay shall not cease or arrangements satisfactory to the Owner shall not be made, the Contract shall terminate upon the date so specified by the Owner. In the event of any said termination, the Owner may take over the Work and prosecute same to completion by Contract or otherwise for the account and at the expense of the Contractor, and the Contractor and Contractor’s surety shall be liable to the Owner for all costs occasioned the Owner thereby. In the event of said termination the Owner may take possession of and may utilize any Commodities, as may be on the premises and necessary or useful in completing the Work.

2. Termination for Convenience of Owner: The Owner, at any time, may terminate the Contract in whole or in part. Any said termination shall be effected by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which said termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from said termination. The Owner shall pay the contractor the costs actually incurred by the Contractor up to the effective date of said termination, but in no event shall the Contractor be entitled to compensation in excess of the total consideration of the Contract. In the event of said termination the Owner may take over the Work and prosecute same to completion by Contract or otherwise and may take possession of and may utilize such Commodities as may be on the premises and necessary or useful in completing the Work.
3. Owner's Right to do Work: The Owner may, after notice to the Contractor, without terminating the Contract and without prejudice to any other right or remedy the Owner may have, perform or have performed by others all of the Work or any part thereof and may deduct the cost thereof from any moneys due or to become due the Contractor.
4. Suspension: The Owner shall have the right to suspend performance of the Contract in part or in whole, and any such action on its part shall in no event be deemed a breach of Contract, and if such action is not due to the fault of the Contractor, the Contractor shall be paid for services performed and expenses incurred prior to the date of such suspension, including any and all sums then due in accordance with the provisions of the Contract.

ARTICLE IX – LABOR LAW PROVISIONS
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1. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of the Work.
2. The Contractor specifically agrees, as required by Labor Law Sections 220 and 220-d, that:

- A. no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week, except in the extraordinary emergencies set forth in the Labor Law;
 - B. the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law;
 - C. the minimum hourly rate of wage to be paid and supplement provided shall be not less than that stated in the Contract and as shall be designated by the Industrial Commissioner of the State of New York;
 - D. the Contractor and every subcontractor shall post in a prominent and accessible place on the Site, a legible statement of all minimum wage rates and supplements to be paid or provided for the various classes of laborers and mechanics to be engaged in the Work and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.
 - E. the Contractor shall be responsible for obtaining prevailing wage rate updates directly from the New York State Department of Labor, either by accessing its website (www.labor.state.ny.us) or by faxing a written request to the Bureau of Public Work at (518) 485-1870.
3. The minimum wage rates, if any, herein specified for apprentices shall apply only to persons working with the tools of the trade which such persons are learning under the direct supervision of journeymen mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standards of the New York State Department of Labor, or in the absence of such standards, the number permitted under the usual practice prevailing between the unions and the employers' association of the respective trades or occupations.
4. All employees of the Contractor and each subcontractor shall be paid in accordance with the provisions of the Labor Law.

5. The Contractor agrees that, in case of underpayment of wages to any worker engaged in the Work by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under the Contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by the Owner for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of the Contract.
6. Pursuant to subdivision 3 of section 220 and section 220-d of the Labor Law, the Contract shall be forfeited and no sum paid for any Work done hereunder upon a Contractor's or a subcontractor's second conviction for willfully paying or providing less than:
 - A. the stipulated wage scale or supplement as established by the fiscal officer, or
 - B. less than the stipulated minimum hourly wage scale as designated by the Industrial Commissioner.
7. Pursuant to Labor Law, Section 220-e, the Contractor specifically agrees:
 - A. That in the hiring of employees for the performance of Work under the Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, but limited to operation performed within the territorial limits of the State of New York, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
 - B. That no Contractor, subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, color, disability, sex or national origin;
 - C. That there may be deducted from the amount payable to the Contractor, by the Owner under the Contract, a penalty of fifty (\$50.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of the Contract; and

D. That the Contract may be cancelled or terminated by the Owner and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

8. In the case of Contracts which there are prevailing wage requirements, the Contractor specifically agrees:

That the Contractor will certify its payrolls and keep these certified records on site and available, and provide copies to the Owner with each invoice presented for payment. That, as part of the required posting of wage schedules, the Contractor will display on the jobsite, in a conspicuous place, posters and wallet-size cards supplied by the Department of Labor which inform employees of their entitlement to receive prevailing wages and supplements as determined by the Department of Labor.

That the Contractor will provide each worker with a written notice informing the worker of the prevailing wage requirements for the job. The notice shall contain a simple statement or declaration for the worker's signature, which the Contractor shall obtain, attesting to the fact that the worker was given this information. Records must be maintained on site and made available, and copied to the Owner upon request.

9. If the project is Federally funded in part or whole and therefore subject to the requirements of the Davis Bacon Act, the U.S. Department of Labor's government-wide implementation of the Act, or to Federal program legislation, the Contractor must pay the higher of either New York State prevailing wage rates or wages established for the locality of the project by the Federal Department of Labor.

ARTICLE X - NONDISCRIMINATION

During the performance of the Work, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

2. If directed to do so by the Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses 1 through 7 (hereinafter called "nondiscrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negotiation of the Contract, the Contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such a labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.
3. If directed to do so by the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses A and B and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
4. The Contractor will state, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.

5. The Contractor will comply with the provisions of Section 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these nondiscriminatory clauses and such sections of the Executive Law, and will permit access to the Contractor's books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these nondiscrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor and an opportunity has been afforded the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
7. The Contractor will include the provisions of clauses 1 through 6 above in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

ARTICLE XI – SURVEYS, PERMITS AND REGULATIONS

1. Unless otherwise expressly provided for in the Specifications or other Contract Documents, the Owner will furnish to the Contractor all surveys necessary for the execution of the Work, but the Contractor shall lay out the Work.
2. The Contractor shall procure and pay for all permits and licenses necessary for the execution of the Work and the use of such Work when completed.
3. The Contractor shall comply with all the laws, ordinances, rules, orders and regulations relating to the performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.
4. All Commodities furnished by the Contractor and the manners of installation shall comply with the standards required pursuant to the provisions of the Federal Occupational Safety and Health Act, as amended.

ARTICLE XII – PATENTS

1. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented inventions, process, article or appliance manufactured or used in the performance of the Contract by the Contractor or the Owner, unless otherwise specifically stipulated in the Contract Documents.
2. License or Royalty Fees: License and royalty fees for the use of process which is authorized by the Owner of the Project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
3. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the Work.

The Contractor and the Contractor's sureties shall indemnify and save harmless the Owner of the Project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with Work agreed to be performed under the Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

ARTICLE XIII – PROTECTION OF RIGHTS, PERSONS AND PROPERTY
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1. Accident Prevention

The Contractor shall, at all times, take every precaution against injuries to persons or damage to property and for the safety of persons on or about the site or engaged in the performance of the Work.

2. Safety Programs

The Contractor shall be responsible for the initiation, maintenance and supervision of safety precautions and programs in connection with the Work.

3. Protection of Work and Property

- A. The Contractor shall, at all times, guard and protect the Owner's property including Contractor's work from injury or loss in connection with the Work. The Contractor shall replace or make good any said loss or injury unless said loss or injury is caused directly by the Owner.
- B. The Contractor shall have full responsibility to protect and maintain all materials and supplies on and off site in proper condition and forthwith repair, replace and make good any damage thereto until the Work is completed. The Contractor shall maintain an inventory of all materials and supplies for the Project that are delivered to the Site or approved for Off-Site storage facilities.
- C. The Contractor shall report any loss, theft, burglary, vandalism or damage of materials or installed Work to the owner's Representative and Risk Management Unit by phone and fax as soon as it is discovered. If vandalism, theft, or burglary are suspected as the cause of the loss, the Contractor shall notify site security personnel and the municipal police. The Contractor shall also protect the place of the loss until released from protection by the Owner or the Owner's Representative. The Contractor shall insure that no potential evidence relating to the loss is removed from the place of the loss until the Owner or Owner's

Representative has inspected the site. Failure to provide timely notice to the Owner or protect the site and evidence will disqualify the Contractor from any potential recovery under Owner-held insurance policies.

4. Adjoining Property

The Contractor shall protect all adjoining property and shall repair or replace any said property damaged or destroyed by the Contractor during the progress of the Work.

5. Protection of Lives and Health

- A. Each Contractor and Subcontractor shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities. The Contractor's and Subcontractor's attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The Contractor shall report on compliance to the Owner or Owner's Representative at the weekly safety meetings.
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of Work under the Contract, and shall immediately notify the Owner in writing of any injury which results in hospitalization or death. The Contractor shall provide to the Owner a copy of Form C-2, Employers Report of Injury/ Illness within twenty-four (24) hours of any job-related injury on the Owner's job site. Further, a copy of the OSHA Log of Injury and Illness shall also be provided to the Owner for any reporting period in which a job-related injury or illness is recorded. The Contractor shall also provide a list of witnesses to the Owner. The list shall include at least the full name, home address, occupation and telephone number of each person who saw or has knowledge of the incident which caused the injury or illness.
- C. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the Contractor's Work, plant, appliances and methods, and for any damage which may result from the failure or the improper construction, maintenance, or operation of such Work, plant, appliances and methods.

- D. If, in the performance of the Work, a harmful hazard is created for which appliances or methods of elimination have been approved by regulatory authorities, the Contractor shall install, maintain and operate said appliances or methods.
 - E. The Owner or Owner's Representatives may inspect the job site at any time without notice to the Contractor. If the Owner finds that the Contractor is not complying with Section 5, the Owner may send written notice to the Contractor to correct any deficiency. Upon reinspection, if the Owner finds the deficiencies have not been corrected, or in instances where a safety violation(s) must be corrected before work continues and the Contractor is given three (3) hours to make correction(s) and they are not made, the Owner may let a separate contract to correct any deficiencies and charge back the cost of the separate contract to the Contractor at a premium rate. The Contractor cannot pass these additional charges on to the Owner. No action taken under this section shall be deemed as a basis for any delay claim or any other claim against the Owner by the Contractor.
 - F. The Contractor shall preserve and safeguard the scene of any accident involving a ladder, scaffold, mobile machinery, equipment, safety railing or uncovered floor opening or any other incident where the injured person required emergency medical treatment. The Contractor shall "tape off" the area, and not allow any material object or property to be altered, changed, moved or removed from the accident site. In addition to "taping off" the accident site, the Contractor shall telephone and fax the Owner immediately, and post a person at the accident site to protect it. Safeguarding and protecting the accident site shall only be abandoned by the Contractor upon release by the Owner or the Owner's Representative. Failure of the Contractor to comply with the provisions of this paragraph shall be deemed a breach of the Contract. In addition to any other contractual remedies available, the Owner may satisfy the breach by imposing the penalties set out in Section 5.E., or void the entire Contract and retain any or all amounts due the Contractor under the Contract.
6. Risks Assumed by the Contractor: The Contractor solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the Work, and whether said risks involve any legal duty, primary or

otherwise, imposed upon the Owner, excepting only risks which arise from faulty designs as shown by the plans and specifications or from affirmative acts of the Owner or the Owner's members, officers, representatives or employees committed with intent to cause the loss, damage or injuries hereinafter set forth:

- i. The risk of claims, just or unjust, by third persons against the Contractor or the Owner, the Client, and the Construction Manager on account of wrongful death, bodily injuries and property damage, arising or alleged to arise out of or as a result of or in connection with the performance by the Contractor of the Work, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the Contractor's operations or presence at or in the vicinity of the site. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained prior to the construction completion of the Work, or resulting from the Contractor's negligence or alleged negligence which is discovered, appears, or is manifested after the completion of the Work and acceptance by the Owner.
- ii. The risk of loss or damage, to the Work or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Owner, the Construction Manager, the Contractor or any Subcontractor, materialmen or workmen performing services or furnishing materials for the Work. The Contractor shall bear said risk of loss or damage until the Work is completed or until completion or removal of said plant, equipment, tools, materials or property from the site and the vicinity thereof, whichever event occurs last. In the event of said loss or damage, the Contractor shall timely repair, replace or make good any said loss or damage after notification to the Owner's Representative and Risk Management Unit.

- iii. The Contractor assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting there from, to all persons, whether employees of the Contractor or otherwise, and to all property, caused by, resulting from, arising out of, or occurring in connection with the execution of the Work. If any person shall make said claim for any damage or injury, including death resulting there from, or any alleged breach of any statutory duty or obligation on the part of the Owner, the Client, the Owner's Representative, Construction Manager, servants and employees, the Contractor shall assume the defense and pay on behalf of the Owner, the Client, the Owner's Representative, the Construction Manager, servants and employees, any and all loss, expense, damage or injury that the Owner may sustain as the result of any claim. The Contractor agrees to assume, and pay on behalf of the Owner, the Client, and the Owner's Representative, Construction Manager, servants and employees, the defense of any action at law or equity which may be brought against the Owner, the Client and the Owner's Representative, Construction Manager, servants and employees. The assumption of defense and liability by the Contractor includes, but is not limited to, the amount of any legal fees associated with defending, all costs of investigation, expert evaluation and any other costs including any judgment or interest or penalty that may be entered against the Owner, the Client, and the Owner's Representative, Construction Manager, servants and employees, in any said action.
- iv. The Contractor's obligations under this Article shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages. The Contractor shall notify its insurance carrier within twenty four (24) hours after receiving a notice of loss or damage or claim from the Owner or Owner's Client. The Contractor shall make a claim on its insurer specifically under the provisions of the contractual liability coverage and any other coverage's afforded the Owner or the Client including those of being an additional insured where applicable.

- v. Neither Final Acceptance of the Work nor making any payment shall release the Contractor from the Contractor's obligations under this Article. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which the Contractor is responsible shall not be deemed to limit the effect of the provisions of this Article or to imply that the Contractor assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this Article nor the enumeration elsewhere in the Contract of particular risks assumed by the Contractor of particular claims for which the Contractor is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which the Contractor would be responsible in the absence of said enumerations.
- vi. The Contractor agrees that any unsatisfied claim of the Owner and/or Client arising from obligations in this Article and/or Article XIII shall be set off or deducted from payments due the Contractor.

ARTICLE XIV – INSURANCE AND CONTRACT SECURITY FOR CONTRACTS INVOLVING INSTALLATION OF COMMODITIES
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- 1. The Contractor shall procure and maintain all of the insurance required under this Article until all work, including punch list items, is complete.

The Contractor and each Subcontractor of every tier shall provide insurance as follows:

- A. Workers' Compensation Law Requirements
 - a. Workers' Compensation (including occupational disease) and Employer's Liability New York Statutory Endorsement with a minimum limit of one million Dollars (\$1,000,000) as evidenced by **ONE** of the following (**ACORD certificates are not acceptable**):
 - 1) C-105.2 (September 2007, or most current version) - Certificate of Workers Compensation Insurance. The insurance carrier will provide a completed form as evidence of in-force coverage.
 - 2) U-26.3-Certificate of Workers Compensation Insurance from the State Insurance Fund. The State Insurance Fund will provide a completed form as evidence of in-force coverage.
 - 3) GSI-105.2/SI-12-Certificate of Workers Compensation Self Insurance. The NYS Workers' Compensation Board's Self

Insurance Office or the contractor's Group Self Insurance Administrator will provide a completed form.

b. Disability Benefits

- 1) DB-120.1 (May 2006, or most current version) – Certificate of Insurance Coverage Under the NYS Disability Benefits Law. The insurance carrier will provide a completed form as evidence of in-force coverage.
- 2) DB-155-Certificate of Disability Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office will provide a completed form.
- 3) CE-200-Certificate of Attestation of Exemption. (Note: This form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by law. The Authority will not accept this as an exemption from providing Workers' Compensation Insurance.) The Certificate may be obtained from the NYS Workers Compensation Board's website at www.wcb.state.ny.us/content/main/forms.htm. The CE-200 cannot be used for multiple projects. Therefore, a new form will have to be completed prior to award of any subsequent contracts.

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

(Certificates and affidavits may be obtained at the NYS Workers Compensation Board's website at www.wcb.state.ny.us/content/main/forms.htm. Affidavits must be stamped as received by the NYS Workers Compensation Board. All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.)

- iv. United States Longshoremen and Harbor workers' Compensation Act (if applicable)-if a contractor or subcontractor is engaged in maritime activities on or near the navigable waterways of the United States, the Workers' Compensation policy should be endorsed to provide this coverage.
- B. Commercial General Liability (CGL) with a combined single limit for bodily Injury, Personal Injury and Property Damage of at least \$2,000,000 per occurrence & aggregate. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Coverage shall provide and encompass at least the following:

- i. Written on an occurrence form;
 - ii. An endorsement naming the Dormitory Authority - State of New York, the Client, the Construction Manager (if applicable), and other entities as additional insured as specified on the Dormitory Authority Sample Certificate of Insurance in the Supplement to Information for Bidders.
 - iii. Policy or policies must be endorsed to be primary as respects the coverage afforded the Additional Insured and such policy shall be primary to any other insurance maintained by the Owner. Any other insurance maintained by the Owner shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the Owner's own policy of insurance. A copy of the endorsement reflecting this requirement may be requested by the Owner.
 - iv. Excavation, Collapse and Underground Hazards (where applicable);
 - v. Independent Contractors;
 - vi. Blanket Written Contractual Liability covering all indemnity Agreements, including all indemnity obligations contained in the General Conditions;
 - vii. Products and Completed Operations Coverage for a term no less than three years.
- C. Commercial Automobile Liability and Property Damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 each person/each accident. The limit may be provided through a combination of primary and umbrella/excess liability policies.
- D. Umbrella and/or Excess Liability policies used to follow the form of the CGL, Automobile Liability and Employers Liability limits shown above may be warranted to be in excess of limits provided by primary CGL, Automobile Liability and Employer's Liability, but not excess to other insurance maintained by the Owner. The Owner may request a copy of the Umbrella/Excess Liability Policy Declarations Page and the Underlying Schedule of Insurance.

E. Asbestos Abatement Contractors and Subcontractors Only

Asbestos Abatement Contractors Liability with a limit of \$2,000,000 per occurrence and aggregate. Coverage shall provide and encompass at least the following:

- i. An endorsement naming the Dormitory Authority - State of New York, the Client, the Construction Manager (if applicable), and other entities as additional insured as specified on the Dormitory Authority Sample Certificate of Insurance in the Supplement to Information for Bidders.
- ii. Coverage is on an "occurrence basis".

F. Hazardous/Contaminated Materials Contractors and Subcontractors including Underground Petroleum Storage Tank Contractors and Subcontractors Only Excavation including Removal, Repair, Installation, Testing and Petroleum Remediation Operations.

Coverage shall provide and encompass at least the following:

- i. Pollution Liability with a combined single limit of \$2,000,000 per occurrence/\$2,000,000 aggregate;
- ii. Endorsement naming the following as additional insured's: Dormitory Authority of the State of New York, The State of New York, the Construction Manager (if applicable) and other entities specified on the sample Certificate of Insurance provided by the Owner, if coverage is on an occurrence basis;
- iii. If coverage is on a claims-made policy form then an extended reporting provision of up to three years after Work is completed is required. If coverage is cancelled or not renewed, then the Contractor must purchase the extended reporting provision for a period of three years for claims made during the project but reported after the cancellation of the coverage; and
- iv. A maximum Self-Insured Retention of \$50,000, or an amount approved by Owner.

G. For Projects/Work in close proximity to railways that the Contractor determines will require entrance upon railway right of way, the Contractor must provide Railroad Protective Liability coverage. Policy forms AASHO or ISO-RIMA will be required and must be submitted prior to award of Contract.

For information and use, the Transit Authority provides the following information:

A Railroad Protective Liability policy covering Work to be performed at the job site and affording protection for damages arising out of bodily injuries or death, an injury to or destruction of property, will be required. The Protective Liability insurance policy (I.S.O. Form CG 00 35 11 85 or equivalent) must name the New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), Staten Island Rapid Transit Operating Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies, the City of New York and all other indemnified parties as Named Insured with limits of liability of \$2,000,000 each occurrence on a combined single limit basis (aggregate must be at least \$4,000,000) for injuries (bodily injuries, including death and personal injuries) to persons and for damage to property and physical damage to all property owned by, leased by or in the care, custody and control of the Transit Authority.

- H. Off-Site Storage for Convenience of Owner. Should the Contractor be required to store job-related materials off the job site for the convenience of the Owner, the Contractor shall procure builder's risk or inland marine insurance with a limit of coverage sufficient to replace the full value of the material in storage. The Owner shall be a named insured on the insurance policy, cost thereof to be paid by the Owner.
 - I. Transit Coverage. If the Contractor is long distance or local moving, transfer or cartage company, the Contractor shall provide all risk transit insurance at replacement cost for the full value of the materials, furnishings, equipment or products being shipped, moved or transported for the Owner.
2. Prior to award of Contract, one original Certificate of Insurance, showing evidence of coverage of all insurance required under the contract, must be submitted to the Purchasing Unit and approved by the Owner prior to the commencement of Work. It is further agreed that if the insurance policy's term stated on the certificate expires, it is the responsibility of the contractor to provide an updated certificate of insurance to the Risk Management Unit 30 days prior to expiration of the insurance. Non-compliance to this request will result in the Owner withholding award to the contractor. Certificates shall provide 30 days written notice prior to the cancellation, non-renewal, or reduction in the limits of liability of any policy. Upon request, the Contractor shall furnish the Owner and the Construction Manager with certified copies

of each policy. In addition, where applicable, the Contractor shall provide copies of Certificates of Insurance to the Construction Manager.

Certificates (prior to award) are to be forwarded to:

Purchasing Unit

DASNY

515 Broadway

Albany, New York 12207-2964

(Updated) Certificates are to be forwarded to:

Risk Management Unit

DASNY

515 Broadway

Albany, New York 12207-2964

Certificate(s) of Insurance, when submitted to the Owner, constitute a warranty by the Contractor that the insurance coverage described is in effect for the policy term shown and will provide insurance for the life of the entire project.

Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each Subcontractor of every tier. Proof thereof shall be supplied to the Dormitory Authority's Risk Management Unit.

3. All insurance required to be procured and maintained must be procured from insurance companies licensed to do business in the State of New York and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner.
4. Should the Contractor fail to provide or maintain any insurance required by this contract, the Owner may, after providing written notice to the Contractor, purchase insurance complying with the requirements of this Article and charge back such purchase to the Contractor.
5. At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Owner. Any

delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the Owner or the Client.

6. Notwithstanding any other provision in this Article, the Owner may require the Contractor to provide, at the expense of the Owner, any other form or limit of insurance necessary to secure the interests of the Owner.
7. The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insured or their agents and employees responsible for any losses; and the Additional Insured, their agents and employees shall have no such Liability.
8. Neither the procurement nor the maintenance of any type of insurance by the Owner, the Contractor or the Construction Manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks accepted by the Contractor or to be a limitation on the nature or extent of said obligations and risks.

9. Builder's Risk Insurance

- A. The Owner shall, except as otherwise herein specified, at all times during the period of construction and until physical completion, procure and maintain at the cost and expense of the Owner Builder's Risk insurance written on an all risk basis against direct physical loss, including flood or earthquake, or damage to property of the Work and on all materials, equipment, machinery and supplies to be made a part of the Work in the names of the Owner, said amount of insurance to be procured and maintained on a one hundred percent (100%) replacement-value basis on the insurable portion of the Work. Loss, if any, is to be made adjustable with and payable to the Owner.

- B. In instances when the Client is the New York State Office of Mental Health, the New York State Office for People with Developmental Disabilities or other client not covered under a preexisting Builder's Risk insurance policy with the Authority, the Contractor shall be responsible for providing Builder's Risk insurance described in Paragraph A of Article XIV, Section 9. All Builder's Risk policies shall be issued by insurance companies authorized to conduct such business under the laws of the State of New York and shall be written for the benefit of the State of New York and the Dormitory Authority of the State of New York and the Contractor and Subcontractors as their interest may appear and shall run until the date of Project Completion. Policies expiring on a fixed date before Project Completion must be renewed and re-filed not less than (30) thirty days before such expiration date. Such policy shall not be changed by endorsement without the knowledge and consent of the Owner and in particular no notice of cancellation by the insurer shall be effective until (60) sixty day after such notice is actually received by the Owner.
- C. The Owner shall, in the Owner's sole discretion, have power to adjust and to settle with the insurer any loss or claim under said insurance. The above is not intended to be a complete, full or accurate description of the coverage provided by the policies of insurance, copies of which are on file with the Owner. This Section 9 is not intended to create or give any rights to the Contractor or Subcontractors other than those that may be made available to the Contractor and Subcontractors under the terms of said policies. The Owner assumes no obligation to obtain insurance other than that evidenced by said policies and the Owner makes no representation or guarantee as to the effect and coverage under said policies. The Contractor and Subcontractors shall not violate, or permit to be violated, any term or condition of said policies and shall at all times satisfy the safety requirements of the Owner and of the insurance companies issuing the aforementioned policies.

10. Effect of Procurement of Insurance

Neither the procurement nor the maintenance of any type of insurance by the Owner, the Contractor, and the Construction Manager, shall in any way be construed or be deemed to limit, discharge, waive or release the Contractor from any of the obligations and risks accepted by the Contractor or to be a limitation on the nature or extent of said obligations and risks.

11. Contract Security

The Contractor shall furnish, upon request, a surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of the Contract and also a labor and material payment bond in the form set forth in the Contract in an amount at least equal to one hundred percent (100%) of the contract price for the payment of all persons performing labor or providing materials in connection with the Work. The surety on said bond shall be a surety company rated B+ by A. M. Best and satisfactory to the Owner.

12. Additional or Substitute Bond

If at any time the Owner shall become dissatisfied with any surety or sureties upon the performance bond, or the labor and material payment bond, or if for any other reason said bonds shall cease to be adequate security to the Owner, the Contractor shall, within five (5) days after notice from the Owner to do so, substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The Contractor shall pay the premiums on said bond or bonds. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond or bonds to the Owner.

13. Failure to Comply with Provisions of Article XIII

The Contract may, at the sole option of the Owner, be declared void and of no effect if the Contractor fails to comply with the provisions of Article XIII.

ARTICLE XV – OMNIBUS PROCUREMENT ACT

1. It is the policy of New York State and the Dormitory Authority to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.
2. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Empire State Development Corporation Division for Small Business (518) 292-5220.

A directory of minority and women-owned business enterprises is available from:

NYS Empire State Development Corporation Minority and Women's Business Development Division (518) 292-5250

3. The Omnibus Procurement Act of 1992 requires that by signing a bid proposal, contractors certify that whenever the total bid amount is greater than \$1 million:
 - G. The contractor has made all reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State;
 - H. The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

- I. The contractor agrees to make all reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request;
 - J. The contractor acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.
2. Reciprocity and Sanctions Provisions
- A. Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied placement on bidders mailing lists and contracts for which they would otherwise obtain. Bidders of construction services must be denied the award of a contract if their principal place of business is located in a state that discriminates or imposes a preference against New York State firms.
 - B. A current list of states which penalize New York State firms is available from the Dormitory Authority, or from the Procurement Assistance Unit, NYS Department of Economic Development, Albany NY (1-800) 782-8369.

ARTICLE XVI – GENERAL GUARANTEE
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Neither final payment nor any provisions in the Contract Documents shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty Commodities or workmanship.

The Contractor fully warrants the satisfactory performance of the Commodities and workmanship provided pursuant to the Contract Documents for the period stipulated in the Specifications

to begin on the date of final acceptance. The Contractor shall remedy any defects in the Commodities or workmanship, and pay for any damage to other Work resulting there from.

ARTICLE XVII - RELEASE

The acceptance by the Contractor or any person claiming under the Contractor of final payment made under this Contract shall operate as and shall be a release of the Owner from all claims by and liability to the Contractor, his successors, legal representatives and assigns, for anything done or furnished under the provisions of this Contract. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or any bonds. Notwithstanding the aforesaid, the Contractor shall submit to the Owner a general release in a form satisfactory to the Owner, properly executed and acknowledged, as a condition precedent to final payment.

ARTICLE XVIII – STANDARD PROVISIONS

1 Tax Exemption

The Owner is exempt from payment of Federal, State, local taxes, and sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies incorporated into the completed Work. These taxes are not to be included in bids. This exemption does not apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor, or to supplies and materials which, even though they are consumed, are not incorporated into the completed Work, and the Contractor and subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on said leased tools, machinery, equipment or other property and upon all said unincorporated supplies and materials. The Contractor and Subcontractors shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by law, rule or regulation.

2 Anti-Riot Provisions

A. The Contractor agrees that no part of the Contract funds shall be used to make payments, give assistance, or supply services, in any form to any individual convicted in any Federal, State or local court of competent jurisdiction of inciting, promoting, or carrying on a riot, or engaging in any group activity resulting in material damage to property or injury to persons found to be in violation of Federal, State or local laws designed to protect persons or property.

B. The Contractor and each subcontractor shall notify their employees of all rules and regulations adopted pursuant to Article 129-A of the Education Law of the State of New York. Notices containing the text of the aforementioned rules and regulations shall be posted by the Contractor at the site.

3 Operation and Maintenance Instructions.

The Contractor shall orient and instruct the responsible maintenance personnel designated by the Owner in the operation of all Commodities furnished pursuant to the Contract and shall provide the maintenance personnel with pertinent literature and operational manuals.

4 Provisions of Law Deemed Inserted

Each and every provision required by law to be included in this Contract shall be deemed to be included herein and this Contract shall be read and enforced as though such provisions were included herein at length. In the event any such provision is not included in this Contract, or not correctly included, then, upon the application of either party to the other, this Contract shall forthwith be physically amended to make such addition or correction.

5 Applicability of General Conditions

The terms, conditions and requirements set forth in these General Conditions shall be binding upon Bidders and Contractors

Law Governing

This Contract shall be governed by the laws of the State of New York, both as to interpretation and performance.

6 Invalid Provisions

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

7 Entire Agreement

This Contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and this Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto in the same manner as this Contract.

8 Year 2000 Warranty

Unless the Contractor has specifically stated in the Bid that the Work is not Year 2000-compliant, Contractor warrants that Work furnished pursuant to this Contract shall, when used in accordance with its documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Work must perform as a package or system, this warranty shall apply to the Work as a system. The Contractor shall, on request, disclose to the Owner the date/time data definitions used by or in the Work.

In the event of any breach of this warranty, Contractor shall restore the Work to the same level of performance as warranted herein, or repair or replace the Work with conforming product so as to minimize interruption to Client's ongoing business processes, time being of the essence, at Contractor's sole cost and expense. This warranty does not extend to correction of Client's errors in data entry or data conversion. This warranty shall survive beyond termination or expiration of the Contract.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Contract.

ARTICLE XIX- AFFIRMATIVE ACTION FOR CONTRACTS

1. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply with and cooperate in the implementation of an Affirmative Action Plan designed to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for Minority/Women Business Enterprise (M/WBE) participation in the performance of the Work, in such form and substance as herein stated. The Contractor further agrees to incorporate all Affirmative Action provisions of the Contract in all subcontracts, regardless of tier.
2. The Contractor must submit to the Owner, and the prospective Subcontractors must submit to the Contractor, an Affirmative Action Plan which demonstrates its best efforts to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for MBE/WBE participation in the performance of the Work, in such form and substance as may be required by the Owner. A meeting to review these submissions may be scheduled by the Owner.
3. These Affirmative Action provisions shall be deemed supplementary to, and not in lieu of the nondiscrimination provisions required by N.Y.S. Labor Law or other applicable Federal, State or local laws.
4. In Accordance with Article 15A of the Executive Law and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development, the Contractor agrees to be bound by the following clauses. In any circumstances of uncertainty or conflict, the Regulations of the Minority and Women's Business Development Division supersede this information.
 - A. Utilization Plan; Waivers
 - i. The Contractor shall submit to the Owner a Utilization Plan on forms provided by the Owner within 72 hours of notification of being the low bidder or successful proposer. The Utilization Plan shall list all subcontractors and suppliers the Contractor intends to use on the Contract and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the Notice to Bidders or the Request for Proposal.

- ii. The Owner will review the Utilization Plan and will issue to the Contractor a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which the Owner has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the Owner determines to be relevant to the Utilization Plan.
- iii. The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the submission of the written remedy is not timely or is found by the Owner to be inadequate, the Owner shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the Owner. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- iv. The Contractor who has made good faith efforts to obtain commitments from M/WBE subcontractors and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the Owner at that time, the provisions of clauses 2) and 3), regarding the notice of deficiency and written remedy will apply. In this case, the Contractor may submit a second request for waiver as directed by the Owner.
- v. If the Contractor does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the Owner determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the Contractor has failed to document good faith efforts, the Owner may disqualify the Contractor as being not-responsible.
- vi. The Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.

B. Administrative Hearing on Disqualification

- i. If the Owner disqualifies a bid for any of the reasons set forth in A.5) above, the Contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the Owner to review the determination of disqualification of the bid and determination of non-responsibility of the Contractor.
- ii. The hearing officer's determination shall be the final determination of the Owner. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

C. Good Faith Efforts

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Contract, the Contractor shall submit such documentation as will enable the Owner to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

D. Compliance Reports

The Contractor shall submit, and shall require subcontractors to submit, compliance reports on forms and at intervals established by the Owner. Reports not submitted at such times as required by the Owner shall be cause for the Owner to delay implementing scheduled payments to the Contractor.

E. Contractor's Failure to Meet M/WBE Participation Goals

- i. If the Contractor, after making good faith efforts, is unable to comply with a Contract's M/WBE participation goals, the Contractor may submit a request for a partial or total waiver on forms provided by the Owner documenting good faith efforts by the Contractor to meet such goals. If the documentation required with the request for waiver is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- ii. If the Owner, upon review of the Contractor's Utilization Plan and compliance reports, determines that the Contractor is failing or refusing to comply with the Contract's M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the Owner may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

F. Contractor and Owner Complaints; Arbitration

- i. Subsequent to the award of this Contract, if the Contractor submits a request for waiver of M/WBE participation goals and the Owner denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the Contractor has received a written determination from the Owner that the Contractor is failing or refusing to comply with goals, the Contractor may file a complaint with the Director, Division of Minority and Women's Development in the Department of Economic Development ("Director"), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the Owner's receipt of the request for waiver, if the Owner has not responded in that time, or within twenty (20) days of a notification that the request has been denied by the Owner or within twenty (20) days of receipt of notification from the Owner that the Contractor is failing or refusing to comply with goals.
- ii. If the Contractor fails or refuses to comply with goals for participation by M/WBEs

as established by this Contract, the Owner may file a complaint with the Director

pursuant to Section 316 of the Executive Law.

- iii. A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- iv. The party filing a complaint, whether the Contractor or the Owner, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- v. Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Owner and the Contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.
- vi. Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Contract or refusal of the Owner to grant a waiver request by the Contractor. The award of the arbitrator with respect to the alleged violation of the Contract or the refusal of the Owner to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.
- vii. Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.

- viii. The Director, within ten (10) days of receipt of the arbitrator's award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
- ix. The determination of the Owner or the Contractor to proceed with a complaint shall not preclude the Owner, in its discretion, from pursuing any other remedies, which it may have pursuant to law and contract.

G. Subcontracts

The Contractor will include the provisions of paragraphs C. and F. above in every subcontract, in such manner that such provisions will be binding upon the subcontractor as to work in connection with this Contract.

H. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Contract:

- i. Contractor's Utilization Plan (EEO-6, 2 Pages).
- ii. Summary of Bid Activity (EEO-6b).
- iii. Affirmative Action manpower Participation Schedule
- iv. Breakdown of Permanent Employees (EEO-8).
- v. Weekly EEO Reporting Form (EEO- 1C,E,H,P).
- vi. Waiver Request Form
- vii. Contractors Compliance Report.

ARTICLE XX - 2005 PROCUREMENT LOBBYING LAW

- 1. Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, requires prospective bidders to affirm their understanding of and agreement to comply with State Finance Law § 139-j (3) and § 139-j (6) (b), certify their compliance with State Finance Law § 139-k (5), disclose prior non-responsibility determinations under State Finance Law § 139-j, and to certify that the information they provide with respect to State Finance Law § 139-j and § 139-k is complete, true and accurate.

2. For any contract \$15,000 or more, each bidder or proposer shall submit, with its proposal, on the form provided herewith, SFL 139 Form 1: Contractor's Certifications Pursuant to SFL § 139-j and § 139-k. The information contained in SFL 139 Form 1: Contractor's Certifications Pursuant to SFL § 139-j and § 139-k will serve as an informational resource to aid the Owner in making an award determination.
3. The Owner reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with State Finance Law § 139-j and § 139-k, as such may be amended or modified, was intentionally false or intentionally incomplete. Upon such finding, the Owner may exercise its termination right, such termination constituting a termination for cause, by providing written notification to the Contractor in accordance with the terms of Article VIII, herein.

ARTICLE XXI – CONTRACTOR CERTIFICATION

On August 20, 2004, New York State enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than \$100,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor or vendor must use Form ST-220, Contractor Certification, to make this certification before the contract may be approved.

ARTICLE XXII- NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

1. Only required for procurement involving professional services. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Contract and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.

2. When directed by the OWNER, prior to the award of any Contract, the selected vendor shall, within ten days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed New York State Vendor Responsibility Questionnaire to the OWNER at the following address:

DASNY

New York State Vendor Responsibility Questionnaire Officer

Procurement Department

515 Broadway

Albany, New York 12207

3. The information contained in the New York State Vendor Responsibility Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.
4. Duly executed New York State Vendor Responsibility Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of six months from their execution provided that the facts attested therein have remained unchanged.
5. Continuing Integrity

Contractor shall at all times during the Contract term remain responsible. Contractor agrees, if requested by the President of Owner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The President of Owner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the President of Owner or his or her designee issues a written notice authorizing a resumption of performance under the Contract. Notwithstanding any other provision of this Contract, upon written notice to Contractor, and a reasonable opportunity to be heard with the appropriate Owner officials or staff, the Contract may be terminated by the President of Owner or his or her designee at Contractor's expense where Contractor is determined by the President of Owner or his or her designee to be non-responsible. In such event, the President of Owner or his or her designee may complete the contractual requirements in any manner her or she may deem advisable and pursue available legal or equitable remedies for breach.

6. Iran Divestment

- A. By entering into this Contract, Contractor certifies, under the penalties of perjury, that Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law. Contractor further certifies that Contractor will not utilize on this Contract any subcontractor that is identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

- B. During this Contract, should Owner receive information that a person (as defined in New York State Finance Law §165-a) is in violation of the above-referenced certifications, Owner will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Owner shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

ARTICLE XXIII – DISPUTES AND CLAIMS

Claims for Extra Work

- A. If the Contractor claims that any Work that the Contractor has been ordered to perform will be Extra Work, or that any action or omission of the Owner is contrary to the terms and provisions of the Contract and will require the Contractor to perform Extra Work, the Contractor shall:
1. Promptly comply with said order.
 2. File with the Owner within fifteen (15) working days after being ordered to perform the Work claimed by the Contractor to be Extra Work or within fifteen (15) working days after commencing performance of the Work, whichever date shall be earlier, or within fifteen (15) working days after the said action or omission on the part of the Owner occurred, a written notice of the basis of the Contractor's claim, including estimated cost, and request for a determination thereof.
 3. Proceed diligently, pending and subsequent to the determination of the Owner with respect to any said disputed matter, with the performance of the Work in accordance with all instructions of the Owner.
- B. No claim for Extra Work shall be allowed unless the same was done pursuant to a written order of the Owner. The Contractor's failure to comply with any or all parts of this Article shall be deemed to be:
1. a conclusive and binding determination on the part of the Contractor that said order, Work, action or omission does not involve Extra Work and is not contrary to the terms and provisions of the Contract,
 2. a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, Work, action or omission.

- C. The value of claims for Extra Work, if allowed, shall be determined by the methods described in the Contract.

Claims for Delay

No claims for increased costs, charges, expenses or damages of any kind shall be made by the Contractor against the Owner for any delays or hindrances from any cause whatsoever; provided that the Owner, in the Owner's discretion, may compensate the Contractor for any said delays by extending the time for completion of the Work as specified in the Contract.

Finality of Decisions

- A. Any decision or determination of the Consultant, Owner or the Owner's Representative shall be final, binding and conclusive on the Contractor unless the Contractor shall, within ten (10) working days after said decision, make and deliver to the Owner a verified written statement of the Contractor's contention that said decision is contrary to a provision of the Contract. The Owner shall determine the validity of the Contractor's contention. Pending the decision of the Owner, the Contractor shall proceed in accordance with the original decision.
- B. Wherever it is required in the Contract that an application must be made to the Owner or a determination made by the Owner, the decision of the Owner on said application or the determination of the Owner under the Contract shall be final, conclusive and binding upon the Contractor unless the Contractor, within ten (10) working days after receiving notice of the Owner's decision or determination, files a written statement with the Owner that the Contractor reserves the Contractor's rights in connection with the matters covered by said decision or determination.

Claims for Additional Compensation

- A. Any claims submitted under this article for extra work or increased costs, charges, expenses or damages of any kind must be submitted in writing within 30 days of the occurrence.

- B. In order for the written claim submission to be considered valid by the Owner and eligible for review, it must include a statement of the nature of the claim, supporting cost data, CPM scheduling analysis, if applicable, and a Contractor affidavit stating the following

“I hereby certify that the value assigned the work performed and the materials supplied that comprise the claim attached hereto represents the actual value of said work and material pursuant to the Contract (and all authorized changes thereto) between the undersigned and the Dormitory Authority of the State of New York.”

- C. Any Information representing the actual value of the work performed and materials supplied contained in the Claim that constitutes “a false representation”, as such term is defined in Article I, of the General Conditions, may subject the undersigned party to criminal charges, including New York State Penal Law Sections 175.35 (Offering a False Instrument for Filing) and 210.40 (False Statement) and/or Title 18 U.S.C. Sections 1001 (False and Fraudulent Statements) and/or Termination of the Contract for Cause.

ARTICLE XXIV – ASSIGNMENTS

The Contractor shall not assign the Contract in whole or in part without prior written consent of the Owner. If the Contractor assigns all or part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that the Contractor and assignee agree that the assignee's right in and to any moneys due or to become due to the Contractor shall be subject to all prior claims for services rendered or materials supplied in connection with the performance of the Work. The Owner reserves the right to assign this Contract in whole or in part without the consent of the Contractor.

General Requirements for Construction

APPENDIX M

DASNY New Construction Project Labor Agreement (*PLA*)

OMH/DASNY
SOUTH BEACH PSYCHIATRIC CENTER
NEW RESIDENTIAL BUILDING
BP-5 Base Building

February 11, 2016
ISSUE FOR BID
DASNY 318670, CR #42

**DASNY NEW CONSTRUCTION PLA
NEW CONSTRUCTION
PROJECT LABOR AGREEMENT**

BETWEEN

CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

AND

**NEW YORK CITY BUILDING AND CONSTRUCTION TRADES
COUNCIL**

AND

SIGNATORY LOCAL UNIONS

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ARTICLE 1 - PREAMBLE

WHEREAS, the Dormitory Authority of the State of New York (“Authority” or “DASNY”), as a Project Manager for its construction client, [IDENTIFY CLIENT] (“Client”), has an agreement with [IDENTIFY CONSTRUCTION MANAGER OR GENERAL CONTRACTOR] (“CONSTRUCTION MANAGER OR GENERAL CONTRACTOR”) to perform construction services at [IDENTIFY PROJECT] (“Project”) and the Authority and its CONSTRUCTION MANAGER OR GENERAL CONTRACTOR desire to provide for the cost efficient, safe, quality, and timely completion of certain construction, as defined in Article 3, in a manner designed to afford the lowest costs to the Client, the Authority and the public they represent, and the advancement of permissible statutory objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

(1) providing a mechanism for responding to the unique construction needs associated with this Project Work and achieving the most cost effective means of construction, including direct labor cost savings, and modifying other work and pay practices which would otherwise apply to Project Work;

(2) expediting the construction process and otherwise minimizing the disruption to the ongoing operations of the construction Client in the project area;

(3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, reducing jobsite friction on common situs worksites, and promoting labor harmony for the duration of the Project Work;

(4) standardizing the terms and conditions governing the employment of labor on the Project Work;

(5) permitting wide flexibility in work scheduling;

(6) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;

(7) providing comprehensive and standardized mechanisms for the settlement

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of work disputes, including those relating to jurisdiction;

(8) ensuring a reliable source of skilled and experienced labor;

(9) securing applicable New York State Labor Law exemptions;

(10) promoting the statutory objectives stated in the Authority's enabling legislation, applicable Executive Orders, and Authority resolutions, in a non-discriminatory manner designed to open construction opportunities to all qualified bidders;

(11) complying with the goals established under Article 15-a of the Executive Law for the Project Work;

(12) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged, in connection with the Project Work, including but not limited to consideration and implementation where appropriate of any approved Mentor-Protege program established hereafter by the Authority pursuant to Section 147 of the State Finance Law, as amended by Chapter 360 of the 2009 Laws of the State of New York;

(13) increasing apprenticeship levels for minorities, women and economically disadvantaged individuals to the fullest extent allowed by law; and

(14) permitting contractors and subcontractors working on the Project Work to retain a percentage of their "core" employees.

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, its participating affiliated Local Unions and their members, desire to assist the Authority and its CONSTRUCTION MANAGER OR GENERAL CONTRACTOR in meeting these operational needs and objectives as well as to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project Work safety conditions for both workers and the community in the project area.

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by the

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CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and its successors and assigns, in its capacity as construction manager or general contractor for the Project Work, and the Building and Construction Trades Council of Greater New York and Vicinity ("Council") and the signatory affiliated Local Unions ("Unions" or "Local Unions"). The Parties each hereby warrant and represent that they have been duly authorized to enter into this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties including the Building and Construction Trades Council of Greater New York and Vicinity and its participating affiliated Local Unions, are referred to singularly and collectively as "Union(s)" or "Local Unions"; the term "Contractor(s)" shall include any Construction Manager, General Contractor, Prime Contractor, and all other contractors, and subcontractors of all tiers engaged in Project Work within the scope of this Agreement as defined in Article 3; "Authority" means DASNY; the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the "Council;" and the work covered by this Agreement (as defined in Article 3) is referred to as "Project Work."

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) The Agreement is approved by the Building and Construction Trades Department, AFL-CIO, (2) the Agreement is approved and executed by an executive officer of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and (3) the Agreement is executed by the Council, as well as the participating affiliated Local Unions.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and all Contractors of all tiers performing Project Work, as defined in Article 3. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall include in any contract or subcontract that they let for performance during the term of this Agreement a requirement that their contractors and subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that contracted or subcontracted work falling within the scope of Article 3, and all Contractors (including subcontractors) performing Project Work shall be required to sign a "Letter of Assent" in the form annexed hereto as Exhibit "A." This Agreement shall be administered by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, or such other designee as may be named by the Authority, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements, a list of which is appended hereto as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project Work, in whole or in part, except that Project Work which falls within the jurisdiction of the Operating Engineers Locals 14 and 15 will be performed under the terms and conditions set out in the Schedule A agreements of Operating Engineers Locals 14 and 15, respectively, provided further, any work performed that may fall under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop

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checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms and no strike clause contained herein, which shall govern all Project Work. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule A agreement, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Project Work. No practice, understanding or agreement between a Contractor and a Local Union that is not set forth in this Agreement shall be binding on this Project Work unless endorsed in writing by the Authority or such other designee as may be designated by the Authority.

SECTION 5. LIABILITY

The liability of any Party under this Agreement shall be several and not joint. No Contractor shall be liable for any violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE AUTHORITY AND THE CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

Each of the Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall require in its bid specifications for all Project Work within the scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement by execution of the Letter of Assent. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall not be liable for any violation of this

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Agreement by any Contractor. The Authority shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Authority and of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the Authority has sole discretion at any time to terminate, delay or suspend the Project Work, in whole or part, provided that in the event the work is resumed it shall be governed by this Agreement.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for (or subcontractor of) Project Work who becomes signatory thereto, without regard to whether that successful bidder (or subcontractor) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Project Work.

SECTION 8. SUBCONTRACTING

Contractors will subcontract Project Work only to a person, firm or corporation who is or agrees to become party to this Agreement.

SECTION 9. LOCAL COLLECTIVE BARGAINING AGREEMENTS

Each Local Union agrees to provide the Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR with a complete copy of its local Collective

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Bargaining Agreement(s) listed on Schedule A within ten business days of its receipt of a request from the Authority or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or as soon thereafter as practical.

ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. THE WORK

Project Work shall include all construction contracts for the Project bid and let by the Authority, or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. No construction work within the craft jurisdiction of any affiliated local union on the Project shall be excluded by the Authority or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR unless specifically set forth in this Agreement.

SECTION 2. TIME LIMITATIONS

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement Project Work must be (1) advertised and let for bid after [insert the effective date of the MOU between DASNY and the BCTC] , and (2) let for bid prior to December 31, 2014, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Project Work until completion, even if not completed by the expiration date of the Agreement. If Project Work otherwise falling within the scope of Article 3, Section 1, is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing Project Work:

- A. Superintendents, supervisors, engineers, professional engineers and/or

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licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, provided, however, that general forepersons, forepersons and field surveyors covered by a craft's Schedule A Agreement are included employees;

B. Employees of the Authority, State of New York ("State"), or any other municipal or State Authority, agency or entity, or employees of any other public employer, even though performing other work on the Project site while covered Project Work is underway;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site, except to the extent they are lawfully included in the bargaining unit of a Schedule A agreement;

D. Employees of the Construction Manager (except those employees of the Construction Manager performing manual, on site construction labor will be covered by this Agreement);

E. Employees engaged in on-site equipment warranty work unless employees affiliated with the signatory unions are certified to perform warranty work;

F. Employees engaged in geophysical testing other than boring for core samples;

G. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Authority or its Client, or any of the Authority's other professional consultants; and

H. Employees engaged in on-site maintenance of installed equipment or

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systems which maintenance is awarded as part of a contract that includes Project Work but which maintenance occurs after installation of such equipment or system and is not directly related to construction services.

I. Employees engaged in work which is ancillary to Project Work, including work performed pursuant to contracts with electric utilities, gas utilities, telephone companies, and railroads, except that it is understood these entities and their employees may only install their work to a pre-determined demarcation point, e.g., a telephone closet or utility vault, the location of which is determined prior to construction. Employees of such entities shall not be used to replace or displace employees, represented by the affiliated local unions on Project Work.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Project Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Authority, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, or any Contractor. The Agreement shall further not apply to New York State, or State Authority, or entity other than the Authority, and nothing contained herein shall be construed to prohibit or restrict the Authority or its employees, or any State, City or other municipal or State entity and its employees, from performing on or off-site work related to the Project Work.

As the contracts involving Project Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Authority or CONSTRUCTION MANAGER OR GENERAL

CONTRACTOR for performance under the terms of this Agreement.

ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing on-site Project Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to utilize, employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area Collective Bargaining Agreements. Notwithstanding this, Contractors shall have the sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48 hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

B. A Contractor, not signatory to any Schedule A CBAs, may request by name, its core employee(s) and the Local will honor, referral of persons who have applied to the Local for Project Work and who meet the following qualifications:

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- (1) possess any license required by New York State law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the construction field during the prior 3 years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

No more than twelve per centum (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

C. A certified MWBE contractor not signatory to any Schedule A CBAs may request by name its core employee(s) that meet the following qualifications, in accordance with sub-paragraphs D (1) and (2) below.

- (1) possess any license required by New York State law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the construction field during the prior 3 years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

D. Notwithstanding Section 2(B) above,

- 1) For prime contracts up to \$3,000,000, in any case where the first two or more employees are hired simultaneously, the certified MWBE's core employees may be the 1st, 4th, 6th and 8th selections. In any case where the first two or more employees are not hired simultaneously, the MWBE's core employees may be the 2nd, 4th, 6th and 8th selections.
- 2) For subcontracts up to \$2,000,000 in any case where the first two or more

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employees are hired simultaneously, the certified MWBE's core employees may be the 1st, 4th, 6th, and 8th selections. In any case where the first two or more employees are not hired simultaneously, the MWBE's core employees may be the 2nd, 4th, 6th, and 8th selections.

E. Where a certified MWBE Contractor voluntarily enters into a Collective Bargaining Agreement ("CBA") with a BCTC Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the applicable trade subject to satisfying the Union's basic standards of proficiency for admission.

F. The Parties recognize that the Project will require large numbers of craft personnel and other supporting workers. It is, therefore, the explicit understanding and intention of the Parties to use the opportunities provided by the length of the Project and the extensive amount of work to be covered by the Labor Agreement to identify and promote, through cooperative efforts, programs, procedures, and ways to assist interested local residents in the surrounding communities of the Project, especially disadvantaged residents, in pursuing careers in the construction industry through apprenticeship programs. These efforts may include, for example, programs to prepare persons for entrance into formal apprenticeship programs such as pre-apprenticeship programs utilizing the Building and Construction Trades Council's Edward J. Malloy Initiative for Construction Skills, and any program that may be offered the Authority or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and outreach programs to the community describing opportunities available as a result of the Project.

G. Upon requests of Contractors, the Local Unions that operate work referral systems will give preference to local community residents in their respective Local Unions for referral to work for Contractors performing Project Work, to the extent permitted by law. Each

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affiliate receiving such a request will process the request expeditiously and will refer local community residents, to the extent available, to the requesting Contractor. The Authority, its designee and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR may facilitate such referrals by, among other things, maintaining and regularly sharing with the Local Unions a local referral registry which may be utilized by the Authority, its designee and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR to refer qualified local community residents, provided, however, that nothing contained herein shall supersede any legal obligation of any Local Union arising by collective bargaining agreement or otherwise. The Labor Management Committee established under Article 8 may review any problem with requests under this paragraph or administrator action of the local referral registry but such will not be a condition to a grievance under Article 9.

H. To the extent permitted by the local union referral systems, employees affiliated with a local union working for a certified MWBE Contractor under the terms of this PLA may be requested by the certified MWBE non-union contractor by name to transfer with that contractor to any other job governed by this PLA, or a PLA substantially similar to this PLA governing the Authority's work, consistent with the provisions of subparagraph D 1.) and 2.) of this Article.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations that require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject

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to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling the workforce participation goals adopted by the Authority and set forth in the Authority's bid specifications, within 48 hours of the request for same, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Project Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions which represent the craft in which the employee is performing Project Work. No employee shall be discriminated against at any Project Work site because of the employee's union membership or lack thereof. In the case of

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unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule "A," and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craft persons he is leading exceed a specified number.

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR) one representative, and/or the Business Manager, who shall be afforded access to the Project Work site with a CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Contractor provided escort but who shall not disrupt or interrupt the work of employees on the Project.

SECTION 2. STEWARDS

A. Each Local Union shall have the sole discretion to select and designate

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any working journey person as a Steward and an alternate Steward. The Union shall notify the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR as well as the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule "A" provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6- MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

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Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the AUTHORITY or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, including standard restrictions related to security and access to the site that are equally applicable to Authority or CONSTRUCTION MANAGER OR GENERAL CONTRACTOR employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule work; promulgate reasonable Project Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual as determined by the Contractor, Authority and/or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" that includes a lawful union standards and practices clause, then such clause as set forth in Schedule A Agreements will be

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complied with, unless there is a lawful contract specification issued by the Authority in accordance with the Authority's Procurement Contract Guidelines, for the Project that specifically limits or restricts the Contractor's choice of materials, techniques, methods, technology or design, or, requires the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule A clause. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Project Work.

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the Project Work, the objectives of the Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR at any Project Work site or otherwise interferes with the operations of the Authority's construction Client. In addition, failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in immediate proximity to a Project Work site where the failure to cross disrupts or interferes with the operation of Project Work is a

violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Project Work site by any signatory Contractor, Authority or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. Contractors and Unions shall use their best efforts to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

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Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A. A party invoking this procedure shall notify Jack Tillem or J.J. Pierson, who shall alternate (beginning with Arbitrator Tillem) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and

Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the Authority may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the

discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 5) review efforts to meet applicable participation goals for MWBEs and workforce participation goals for minority and female employees; and 6) review any problem with administration of the local referral registry or requests under Article 4, Section 2, paragraph G.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by the President of the Authority , or his designee, the President of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, or a designee, and the President of the Council, or his designee. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties may mutually designate an MWBE representative to participate in appropriate Committee discussions. The Committee may conduct business through mutually agreed upon sub-committees.

ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article

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7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the

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dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or designee) to Jack Tillem or J.J. Pierson, who shall act, alternately (beginning with Arbitrator J.J. Pierson), as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented

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to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY AUTHORITY AND/OR CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

The Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall be notified by the involved Contractor of all actions at Steps 2 and 3 and either, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

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All Project Work assignments shall be made by the Contractor to unions affiliated with the BCTC consistent with the New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice. The New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") shall apply to the settlement of all jurisdictional disputes involving all Project work. The New York Plan shall apply to any and all Contractors, subcontractors and unions performing Project work.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Project Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage and fringe benefit rates applicable to those classifications as specified in the attached Schedule A, as amended during the term of this Agreement.

SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay on a timely basis contributions on behalf of

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all employees covered by this Agreement to those legally established jointly trustee employee benefit funds designated in Schedule A (in the appropriate Schedule A amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts or plans of any kind that are not required by the prevailing wage law, provided, however, that this provision does not relieve Contractors signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA.

B. The Contractors agree to be bound by the written terms of the legally established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Project Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments. Core employees that may remain unaffiliated with any local union at the completion of their employment under the terms of this PLA, may apply for any distributions to which they may be entitled from the Funds that they have participated under the terms of this agreement. Any such distributions will be fully compliant with ERISA and the rules of the relevant Trust Fund. Each Local Union agrees to provide the Authority and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR with a complete copy of the governing documents for each Trust Fund within ten business days of a request for such documents.

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C. In consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"), any such union and/or fringe benefit fund shall notify the Authority, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein. Should the Delinquent Contractor fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall withhold from amounts then or thereafter becoming due and payable to the Delinquent Contractor an amount equal to that portion of such payment due to the Delinquent Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it. Upon notification by the Delinquent Contractor and the Union / Trust Fund that the dispute has been resolved, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall release the funds withheld to the Delinquent Contractor and the Union/Trust Fund via a two party or joint check, upon receipt of appropriate releases from the parties. In the event the dispute is not resolved within thirty (30) days of the start of the withholding by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR may commence an interpleader action to determine entitlement to withhold funds in accordance with the Civil Practice Laws and Rules of New York.

**ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS,
SHIFTS AND HOLIDAYS**

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work at straight time

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rates, Monday through Friday, 8 hours per day, plus ½ hour unpaid lunch period.

B. In accordance with Project needs, there shall be flexible start times with advance notice from the Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the Authority's or the CONSTRUCTION MANAGER'S OR GENERAL CONTRACTOR'S phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Authority's or the CONSTRUCTION MANAGER'S OR GENERAL CONTRACTOR'S phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Project Work site designated by the Contractor.

C. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime shall be paid for any work over eight (8) hours in a day and over forty (40) hours in a week Monday through Saturday and will be paid at time and one half (1 1/2). All overtime worked Sunday and Holidays will be paid per Schedule A. There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and

whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of on-site shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions including the minimization of interference with the mission of the Authority's Client. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Authority, and must be scheduled for not less than five (5) consecutive work days and with not less than five (5) work days notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts/Saturday and/or Sunday Work - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Authority phasing plans on the project. There shall be no reduction in shift hour work. Shift work shall be paid in accordance with Schedule A CBAs.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project Work requirements subject to the notice requirements of paragraph A.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

New Years Day

Labor Day

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Martin Luther King Day	President's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

All said holidays shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed, provided however, it is agreed that Christmas Eve and New Years Eve shall be observed pursuant to the Schedule A Agreements.

SECTION 5. SATURDAY WORK

The Contractor may schedule a Saturday work day and such time shall be scheduled and paid at time and one-half (1½) unless the applicable Schedule A permits a straight time rate.

SECTION 6. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for his full shift.

B. When an employee, who has completed their scheduled shift and left the

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Project Work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule A requires a full weeks' pay for forepersons.

SECTION 7. PAYMENT OF WAGES

A. Termination- Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 8. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 9. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still Project Work available for which the employee is qualified and able to perform.

SECTION 10. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 11. MEAL PERIOD

A Contractor shall schedule an unpaid meal period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts or which provides for staggered lunch periods within a craft or trade. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 12. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

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Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. The parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions' apprentice-programs, the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women and Helmets to Hardhats.

ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Project Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, the Authority's construction Client, and the Authority, from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

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Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR for this Project Work. Such rules will be published and posted in conspicuous places throughout the Project Work sites. Any site security and access policies established by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR intended for specific application to the construction workforce for Project Work and that are not established pursuant to an Authority directive shall be implemented only after notice to the BCTC and its affiliates and an opportunity for negotiation and resolution by the Labor Management Committee.

SECTION 3. INSPECTIONS

The Contractors and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR retain the right to inspect incoming and outgoing shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - TEMPORARY SERVICES

Temporary services shall only be required upon the specific request of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Authority and when so requested shall be assigned to the appropriate trade with jurisdiction. Temporary system coverage shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of this Contractor. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Authority may determine the need for temporary system coverage requirements during non-working hours. There shall be no stacking of trades on temporary services. In the event a temporary system is claimed by multiple trades,

the matter shall be resolved through the New York Plan for Jurisdictional Disputes.

ARTICLE 16 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, age or any other status provided by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE 17- GENERAL TERMS

SECTION 1. PROJECT RULES

A. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the Contractors shall establish such reasonable Project Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Project Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

B. The parties adopt and incorporate the BCTC's Standards of Excellence as

annexed hereto as Exhibit "B."

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORK DAY

Employees shall be at their work area at the starting time established by the Contractor, provided they are provided access to the work area. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION AND WAIVER

The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, Contractors and the Unions will cooperate in seeking any NYS Department of Labor, or any other government, approvals that may be needed for implementation of any terms of this

Agreement. In addition, the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE 18. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of Project funding or any New York State Labor Law exemption for all or any part of the Project Work, the provision or provisions involved (and/or its application to particular Project Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with

the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Authority's, CONSTRUCTION MANAGER'S OR GENERAL CONTRACTOR'S bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Project Work, such requirement (and/or its application to particular Project Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law and to the extent no funding or exemption is lost. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Authority, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, any Contractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding or a New York State Labor Law exemption for Project Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule "A" to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements that are the basis for Schedule A notify the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the Authority in writing of the hourly rate changes agreed to in that Area Collective Bargaining that are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by

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those agreements; nor shall any provision be recognized or applied on Project Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project Work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on such Project Work affecting a Local Union during the course of such renegotiations.

ARTICLE 20 - WORKERS' COMPENSATION ADR

SECTION 1.

An ADR program may be negotiated and participation in the ADR Program will be optional by trade.

ARTICLE 21 - HELMETS TO HARDHATS

Section 1.

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of

DASNY NEW CONSTRUCTION PLA

construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2.

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

DASNY NEW CONSTRUCTION PLA

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective

as of the 30 day of April, 2013

**FOR BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK AND VICINITY**

BY: Gary LaBarbera
GARY LABARBERA, President

FOR CONSTRUCTION MANAGER OR GENERAL CONTRACTOR
(Insert name of Construction Manager or General Contractor)

BY: _____
Executive Officer, (Name/Title)

Oct. 18. 2012 12:01PM

No. 1264 P. 1

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: *[Signature]*
Date: *10/18/12*

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union, No. 197

By: *William D Hayes FS-T/BM*

Date: *October 18, 2012*

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____



By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: 9/3/2012

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

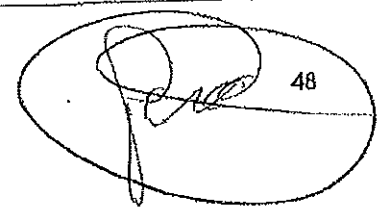
Date: _____

Plumbers No. 1

By: _____

Date: _____

Execution Copy



DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

~~Boiler Makers Local No. 5~~

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: *Christopher Erikson*

Date: *10-3-12*

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

████████████████████

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Charles Scagnelli*

Date: *9/24/12 (per C.B.A.)*

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: [Signature]

Date: 9/17/12

[Redacted]

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

~~Boiler Makers Local No. 5~~

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: *[Signature]*

Date: *9/17/12*

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: *[Signature]*

Date: *9/17/12*

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

[REDACTED]

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: [Signature]

Date: 09-17-2012

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Execution Copy

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

~~XXXXXXXXXXXXXXXXXXXX~~

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: *[Signature]*

Date: *9.13.2012*

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Sep. 13, 2012 4:01PM

No. 1072 P. 2/4

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

Carpenters District Council

By: _____

By: _____

Date: _____

Date: _____

[REDACTED]

Cement Masons No. 780

By: _____

By: _____

Date: _____

Date: _____

Concrete Workers District Council No. 16

Derrickmen and Riggers Local Union No. 197

By: _____

By: _____

Date: _____

Date: _____

Drywall Tapers 1974 DC 9

Electrical Local No. 3

By: _____

By: _____

Date: _____

Date: _____

Elevator Constructors No. 1

Heat & Frost Insulators
Local Union No. 12

By: _____

By: _____

Date: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

By: *[Signature]*

Date: _____

Date: *9/14/12*

Heat & Frost Insulators Local Union No. 12A

Plumbers No. 1

By: _____

By: _____

Date: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

~~Ironworkers Local No. 15~~

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: 

Date: 9/13/12

Sep. 13. 2012 4:01PM

No. 1072 P. 2/4

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

Carpenters District Council

By: _____

By: _____

Date: _____

Date: _____

[REDACTED]

Cement Masons No. 780

By: _____

By: _____

Date: _____

Date: _____

Concrete Workers District Council No. 16

Derrickmen and Riggers Local Union No. 197

By: _____

By: _____

Date: _____

Date: _____

Drywall Tapers 1974 DC 9

Electrical Local No. 3

By: _____

By: _____

Date: _____

Date: _____

Elevator Constructors No. 1

Heat & Frost Insulators
Local Union No. 12

By: _____

By: _____

Date: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

By: *[Signature]*

Date: _____

Date: *9/14/12*

Heat & Frost Insulators Local Union No. 12A

Plumbers No. 1

By: _____

By: _____

Date: _____

Date: _____

Sep. 13. 2012 4:01PM

No. 1072 P. 2/4

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

[REDACTED]

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: *[Signature]*

Date: *9/14/12*

Plumbers No. 1

By: _____

Date: _____

DAGNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

~~Boiler Makers Local No. 5~~

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Prucis Seagnella*

Date: *9/17/12 (per C.B.A.)*

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010

Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

[REDACTED]

By: _____

Date: _____

Concrete Workers District Council No. 15

By: *[Signature]*

Date: *September 14, 2012.*

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Elevator Constructors No. 1

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010
Pavers and Road Builders District Council

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Iron Workers District Council

By: Edward Walker

Date: 9-17-2012

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: 

Date: _____

DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: 

Date: 10-1-12

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Oct. 1. 2012 11:17AM

No. 1129 P. 3/3

DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40

By: Robert W. Walsh

Date: 10-2-12

Iron Workers District Council

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters District Council #9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Oct. 1, 2012 11:32AM

No. 1132 P. 2

DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40

Iron Workers District Council

By: _____

By: _____

Date: _____

Date: _____

Local 79 Construction and General Building Laborers

Iron Workers Local No. 361

By: _____

By: Richard O'Hane

Date: _____

Date: October 2nd, 2012

Metal Lathers Local No. 46

Laborers Local No. 29 Blasters and Drillers

By: _____

By: _____

Date: _____

Date: _____

Metal Polishers District Council #9

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

By: _____

Date: _____

Date: _____

Painters District Council #9

Laborers Local No. 731 Excavators

By: _____

By: _____

Date: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Painters Structural Steel No. 806

Ornamental Iron Workers No. 580

By: _____

By: _____

Date: _____

Date: _____

Oct. 3. 2012 11:25AM

No. 1162 P. 3/4

DABNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: *[Signature]*

Date 9/29/12

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

DASNY NEW CONSTRUCTION FLA

Iron Workers Local No. 40

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: [Signature]

Date: 9/25/2012

Iron Workers Local No. 361

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters District Council #9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sep. 17. 2012 12:09PM

No. 1088 P. 3/4

DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: *Robert B.*

Date: *9/20/12*

Ornamental Iron Workers No. 580

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Finishers District Council #9

By: *[Signature]*

Date: 9/17/12

Painters District Council #9

By: *[Signature]*

Date: 9/17/12

Painters/Decorators & Wallcoverers DC 9

By: *[Signature]*

Date: 9/17/12

Painters Structural Steel No. 806

By: *[Signature]*

Date: 9/17/12

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: Michael A. Pashah

Date: 9/24/12

Iron Workers Local No. 361

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Iron Workers Local No. 40

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: *[Signature]*

Date: *9/14/2012*

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8

By: Nick [Signature]

Date: 9/17/12

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Teamsters Local 282

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: M. [Signature]

Date: 9/13/12

Teamsters Local 282

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: *Kevin Lomas*

Date: *(10-10-12)*

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Teamsters Local 282

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7

By: _____

Date: _____

Sep. 13. 2012 4:12PM

No. 1072 P. 4/4

DABNY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By:  _____

Date: 9/13/2012 _____

Plasterers Local Union No. 262

By: _____

Date: _____

Teamsters Local 282

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7

By: _____

Date: _____

Sep. 13. 2012 3:40PM

No. 1072 P. 4/4

DABNY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Teamsters Local 282

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7

By: Thomas Dore

Date: 9/12/12

DASNY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Teamsters Local 282

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: Richard A. Roberts

Date: 9 | 12 | 12

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local Union No.
7

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: M. J. [Signature]

Date: 9/13/12

Teamsters Local 282

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Teamsters Local 282

By: Thomas Desmedt

Date: 9/18/12

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Trazzo B.A.C. Local
Union No. 7

By: _____

Date: _____

Sep. 13. 2012 4:13PM

No. 1072 P. 4/4

DASNY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Teamsters Local 282

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: *[Signature]*

Date: *9-18-12*

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Teamsters Local 282

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local

No. 137
By: Paul Kelly SIGNS & GRAPHIC

Date: 9.24.12

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

Roofers & Waterproofers
No. 8

By: Nick Sh...

Date: 10/2/12

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Teamsters Local No. 313 Private Sanitation

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local
Union No. 7

By: _____

Date: _____

Teamsters Local 282

By: _____

Date: _____

DASNY NEW CONSTRUCTION PLA

SCHEDULE A LIST

Union	Time Period	Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	July 1, 2008 - June 30, 2011; MOA July 1, 2008-June 30, 2013	Allied Building Metal Industries, Inc.
Blasters, Drill Runners and Miners Union, Local 29	July 1, 2006-June 30, 2012	GCA
Building, Concrete, Excavating & Common Laborers Local 731	July 1, 2006 - June 30, 2012	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1281	May 1, 2005 - April 30, 2011, MOA May 2011 - April 30, 2017	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	August 3, 2011- June 27, 2017	Independent
Elevator Constructors Local 1	March 17, 2009- March 17, 2014	ThyssenKrupp Elevator Corporation
Enterprise Association Local 638	July 1, 2011 - June 30, 2014	Mechanical Contractors Association of NY, Inc.
Enterprise Association Local 638	July 1, 2011 - June 30, 2014	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	July 1, 2012 - June 30, 2015	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	July 1, 2008-June 30, 2014	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	July 1, 2008- June 30, 2014	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	December 1, 2007 - November 30, 2012	Independent
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	January 1, 2010 - December 21, 2012	Boilermakers Association of Greater New York

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Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	May 12, 2010 - May 8, 2013	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise contract	July 1, 2008 - June 30, 2013	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014; as amended by MOU July 1, 2012 - June 30, 2016	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Independent
Local 8 Roofers, Waterproofers & Allied Workers	July 1, 2009 - June 30, 2011	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	July 1, 2010 - June 30, 2012; as amended by update 7.1.12-6.30.16	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	July 1, 2008 - June 30, 2014	Independent
Mason Tenders DC & Laborers' International Union - Local 78 & 79	July 1, 2011 - June 30, 2014	Independent
Millwright Local 740	July 1, 2006 - June 30, 2011	Independent and with The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America
Operative Plasterers' and Cement Masons' International Association Local No. 262	February 1, 2010 - January 31, 2013; as amended by MOA 2012-2014	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	May 1, 2005 - April 30, 2011	Independent

DASNY NEW CONSTRUCTION PLA

Painters and Allied Trades AFL-CIO, District Council No. 9(Painting and Protective Coatings CBA)	May 1, 2011 - April 30, 2015	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	August 1, 2009 - July 31, 2011; MOA through July 31, 2014	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	July 16, 2010- July 15, 2013	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	October 1, 2005 - September 30, 2011	New York Structural Steel Painting Contractors Association
Teamsters Local 813	July 1, 2011 - June 30, 2014	Independent
Teamsters Local 813	December 1, 2008- November 30, 2011; as amended by MOA December 1, 2011- November 30, 2014	IESI NY Corporation
Teamsters Local 814	May 1, 2010 - April 30, 2013	Greater New York Movers and Warehousemen's Bargaining Group
The Cement Masons' Union, Local 780	October 23, 1940 - June 30, 2011; as amended by MOU July 1, 2012- June 30, 2013	Cement League
The DC of Carpenters of NYC and Vicinity, AFL-CIO for Dockbuilders Local 1456	May 1, 2007 - April 30, 2012	Independent
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2011 - June 30, 2014	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2011 - June 30, 2014	Independent
The District Council of New York City and Vicinity	July 1, 2006 - June 30, 2011	GCA

DASNY NEW CONSTRUCTION PLA

The District Council of New York City and Vicinity for Dockbuilders Local No. 1456	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity for Timbermen Local 1536	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity of the Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO	July 1, 2006 - June 30, 2011	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740	July 1, 2006 - June 30, 2011	NYC Millwright Contractors Association

DASNY NEW CONSTRUCTION PLA

The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	June 8, 2009 – June 2, 2013	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	July 1, 2008 – June 30, 2013	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	July 1, 2008 – June 30, 2013	Building Stone and Pre-cast Contractors Association

DASNY NEW CONSTRUCTION PLA

EXHIBIT "A"

DASNY NEW CONSTRUCTION PLA

Project Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the Project Labor Agreement Covering Specified Construction and Renovation Work at the PROJECT LOCATED AT _____, as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as:

and located at:

(hereinafter PROJECT), 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 Project Labor 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 schedules; amendments and supplements 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 Project Labor Agreement and this Agreement but only to the extent of Project Work and as required by the PLA.
- (3) Authorizes the parties to such 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 PLA.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. 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. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in form identical to this document.

Provide description of work; identify craft jurisdiction(s) and all contract numbers below:

Name of Contractor or subcontractor: _____

Authorized Officer & Title: _____

Address: _____

Phone: _____ Fax: _____

Contractors State License #: _____

Entity your company is contracted with and address: _____

Sworn to before me this _____ day of _____, 2012

Dated: _____

Notary Public

DASNY NEW CONSTRUCTION PLA

EXHIBIT "B"

DASNY NEW CONSTRUCTION PLA

NEW YORK BUILDING AND CONSTRUCTION TRADES COUNCIL

STANDARDS OF EXCELLENCE

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- *Provide a full day's work for a full day's pay;*
- *Safely work towards the timely completion of the job;*
- *Arrive to work on time and work until the contractual quitting time;*
- *Adhere to contractual lunch and break times;*
- *Promote a drug and alcohol free work site;*
- *Work in accordance with all applicable safety rules and procedures;*
- *Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;*
- *Respect management directives that are safe, reasonable and legitimate;*
- *Respect the rights of co-workers;*
- *Respect the property rights of the owner, management and contractors.*

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- *Management adherence to the collective bargaining agreements;*
- *Communication and cooperation with the trade foremen and stewards;*
- *Efficient, safe and sanitary management of the job site;*
- *Efficient job scheduling to mitigate and minimize unproductive time;*
- *Efficient and adequate staffing by properly trained employees by trade;*
- *Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;*
- *Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner*
- *Promote job site dispute resolution and leadership skills to mitigate such disputes;*
- *Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.*

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standards of Excellence.

DASNY NEW CONSTRUCTION PLA

SCHEDULE A

DASNY NEW CONSTRUCTION PLA

International Union of Bricklayers and
Allied Craftworkers, Local Union No. 1

By: Jeremiah Sullivan

Date: 11/20/2012