



**DASNY**  
Dormitory Authority  
of the State of New York

# **JOB ORDER CONTRACTING (JOC) PROGRAM**

## **BIDDING DOCUMENTS & INFORMATION**

**ALBANY (HEADQUARTERS):** 515 Broadway, Albany, NY 12207 | 518-257-3000

**BUFFALO:** 6047 Transit Road, Suite 103, East Amherst, NY 14051 | 716-884-9780

**NEW YORK CITY:** 28 Liberty Street, 55th Floor, New York, NY 10005 | 212-273-5000

**ROCHESTER:** 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-461-8400

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**DASNY**  
Dormitory Authority  
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# **JOB ORDER CONTRACTING (JOC) PROGRAM**

## **BIDDING REQUIREMENTS**

**ALBANY (HEADQUARTERS):** 515 Broadway, Albany, NY 12207 | 518-257-3000

**BUFFALO:** 6047 Transit Road, Suite 103, East Amherst, NY 14051 | 716-884-9780

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**NOTICE TO BIDDERS**  
**Dormitory Authority – State of New York (“DASNY”)**  
**JOB ORDER CONTRACTS**  
**REGIONS 1, 2 and 3**  
**DASNY Project # 1000509999**

Sealed bids for the above work located in the regions listed below will be received by DASNY at its office located at 515 Broadway, Albany, NY 12207. Each bid must be identified, on the outside of the envelope, with the name and address of the bidder and designated as a bid for the region and trade noted below. When a sealed bid is placed inside another delivery jacket, the bid delivery jacket must be clearly marked on the outside **“BID ENCLOSED”** and **“ATTENTION: CONSTRUCTION CONTRACTS UNIT. – MOLLY SAAR”** DASNY will not be responsible for receipt of bids which do not comply with these instructions.

Only those bids in the hands of DASNY, available to be read at **2:00 PM** local time on **January 20, 2026**, will be considered. Bids shall be publicly opened and read aloud. Bid results can be obtained on the DASNY website; <http://www.dasny.org>, forty-eight (48) hours after the Bid Opening.

**All individuals who plan to attend pre-bid meetings or bid openings in person will be required to present government-issued picture identification to building security officials and obtain a visitors pass prior to attending the bid opening.**

**Individuals and entities submitting bids in person or by private delivery services should allow sufficient time for processing through building security to assure that bids are received prior to the deadline for submitting bids.**

**All bid openings will be made available for viewing live via Zoom at [www.zoom.us](http://www.zoom.us). To enter the meeting, select “Join a Meeting” then enter Meeting Id 550 592 4065, Password 730959. Individuals are strongly encouraged to utilize this public viewing option as an alternative to in person attendance at bid openings.**

The Pre-Bid Meeting for Prospective Bidders shall be held on **December 16, 2025, at 9:00 AM for Downstate (Regions 1, 2 and 3)** via Zoom at [www.zoom.us](http://www.zoom.us). To enter the meeting, select “Join a Meeting” then enter Meeting Id **850 0455 4212**, Password **106917**. Individuals are strongly encouraged to utilize this public viewing option as an alternative to in person attendance at Pre openings.

**Due to the specialized nature of the JOC Program attending the Pre-Bid Meeting is strongly recommended.**

A Complete Set of all Contract Documents can be found on DASNY’s website:

<http://www.dasny.org/rfp-bidopportunities-solicitations/constructionservices/jocopportunities/new.aspx>



**Contract(s) to be bid:**

REGION	TRADE	CR #	ESTIMATED ANNUAL CONTRACT VOLUME (PER CONTRACT YEAR)	# OPTIONS
1	Asbestos & HAZMAT Abatement	589	\$500,000	3
1	General Construction	619	\$1,500,000	3
1	Asbestos & HAZMAT Abatement	628	\$500,000	3
1	Electrical	629	\$750,000	3
1	General Construction	633	\$1,500,000	3
1	Plumbing	634	\$1,500,000	3
1	Plumbing	635	\$1,500,000	3
2	Electrical	591	\$1,500,000	3
2	Asbestos & HAZMAT Abatement	592	\$500,000	3
2	Electrical	631	\$1,500,000	3
2	Asbestos & HAZMAT Abatement	632	\$500,000	3
2	Plumbing	636	\$500,000	3
3	Asbestos & HAZMAT Abatement	599	\$500,000	3

Contract Term = Base Term: One (1) year from the issuance of a Notice of Contract Award. Option Period: Both the Owner and the Contractor must mutually agree to extend the Contract for an option period. The Contract includes three (3) Option Periods, and each term of the Option Period is one (1) year.

Notwithstanding this designation, DASNY reserves the right, at its sole discretion, to assign work to any contractor in any geographic area.

REGION	COUNTIES INCLUDED
1	New York (Manhattan), Bronx, Kings (Brooklyn), Richmond (Staten Island), and Queens
2	Nassau, and Suffolk
3	Westchester, Rockland, and Putnam
4	Orange, Sullivan, Delaware, Ulster, Dutchess, Greene, and Columbia
5	Rensselaer, Albany, Schenectady, Otsego, Schoharie, Fulton, Montgomery, Saratoga, Washington, Warren, Hamilton, and Herkimer
6	Essex, Clinton, and Franklin
7	Lewis, Jefferson, and St. Lawrence
8	Broome, Tioga, Tompkins, Cortland, Chenango, Cayuga, Onondaga, Madison, and Oswego
9	Monroe, Wayne, Livingston, Ontario, Seneca, Yates, Steuben, Schuyler, and Chemung
10	Niagara, Orleans, Genesee, Erie, Wyoming, Chautauqua, Allegany, and Cattaraugus

**For Region 1 (New York (Manhattan), Bronx, Kings (Brooklyn), Richmond (Staten Island), and Queens), Region 2 (Nassau, and Suffolk counties) and Region 3 (Westchester, Rockland, and Putnam) only:** DASNY has determined that its interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost savings advantages and any local history of labor unrest are best met by use of a Project Labor Agreement ("PLA"). The successful low bidder, as a condition of being awarded a Contract, will be required to execute the PLA described in the Information for Bidders and included in the Contract Documents. See Section 18.0 of the Information for Bidders of the Contract Documents for additional information. All subcontractors of every tier will be required to agree to be bound by the PLA. The threshold for DASNY's PLA is \$3,000,000 in the five (5) boroughs of New York City, and \$1,500,000 in Nassau, Suffolk, and Westchester counties. However, notwithstanding the Estimated Annual Contract Volume, PLA Factors must be provided for any trade contract in Regions 1, 2, and 3. DASNY's PLA may be required on a per-project basis even if the contract value is less than the applicable threshold.

Contractors who currently hold an active JOC term contract with 12 months or more remaining on any contract term must carefully consider their ability to comply with all program requirements and to perform to DASNY's standards and expectations for its JOC contractors, before bidding on an additional JOC term contract, especially for a contract of the same trade and in the region as their current contract.

In accordance with State Finance Law § 139-j and § 139-k, this solicitation includes and imposes certain restrictions on communications between DASNY personnel and a prospective bidder during the procurement process. Designated staff for this solicitation is: **Josh Powers, DASNY, 518-257-3341, JPowers@dasny.org or DASNY at ccontracts@dasny.org**. Contacts made to other DASNY personnel regarding this procurement may disqualify the prospective bidder and affect future procurements with governmental entities in the State of New York. For more information pursuant to this law, refer to the DASNY website; <http://www.dasny.org> or the OGS website; <http://www.ogs.ny.gov>.

Robert J. Rodriguez, President & CEO  
December 3, 2025

BIDDING REQUIREMENTS for CONSTRUCTION  
JOB ORDER CONTRACTING  
INFORMATION FOR BIDDERS

**Section 1.0 - Pre-Bid Meeting & Bid Opening**

The Pre-Bid Meeting for Prospective Bidders shall be held on **December 16, 2025, at 9:00 AM for Downstate (Regions 1, 2 and 3)** via Zoom at [www.zoom.us](http://www.zoom.us). To enter the meeting, select "Join a Meeting" then enter Meeting Id **850 0455 4212**, Password **106917**. Individuals are strongly encouraged to utilize this public viewing option as an alternative to in person attendance at Pre openings.

**Due to the specialized nature of the JOC Program attending the Pre-Bid Meeting is strongly recommended.**

**All individuals who plan to attend bid openings in person will be required to complete and present government-issued picture identification to building security officials and obtain a visitors pass prior to attending the bid opening.**

**Individuals and entities submitting bids in person or by private delivery services should allow sufficient time for processing through building security to assure that bids are received prior to the deadline for submitting bids.**

**All bid openings will be made available for viewing live via Zoom at [www.zoom.us](http://www.zoom.us). To enter the meeting, select "Join a Meeting" then enter Meeting Id **550 592 4065**, Password **730959**. Individuals are strongly encouraged to utilize this public viewing option as an alternative to in person attendance at bid openings.**

**Section 2.0 - Examination of the Contract Documents and Site**

- A. Prospective bidders shall examine the Contract Documents carefully and, before bidding, shall make a written request to the Owner, for an interpretation or correction of any ambiguity, inconsistency or error therein which should be discovered by a reasonably prudent bidder. Every request for such interpretation must be received at least ten (10) days prior to the date fixed for the opening of the bid. Such interpretation or correction, as well as additional Contract provisions the Owner shall decide to include, shall be issued in writing by the Owner as an Addendum, which shall be provided to each prospective bidder recorded as having received a copy of the Contract Documents from the Owner and shall be available at the places where the Contract Documents are available for inspection by prospective bidders. Such Addendum shall become a part of the Contract Documents and shall be binding on prospective bidders whether or not the bidder receives or acknowledges the actual notice of such Addendum. Requirements of the Contract Documents shall apply to Addenda.
1. **Deadline for written requests for interpretation or correction of bid documents shall be January 10, 2026, at 2:00 PM. Please submit all written requests for interpretation or correction of bid documents to Josh Powers, DASNY, [jpowers@dasny.org](mailto:jpowers@dasny.org) and Construction Contracts at [ccontracts@dasny.org](mailto:ccontracts@dasny.org).**
- B. Only interpretations, corrections or additional Contract provisions issued in writing by the Owner as Addenda shall be binding. No officer, agent or employee of the Owner is authorized to explain or interpret the Contract Documents by any other method and any such explanation or interpretation, if given, must not be relied upon by the bidder.

BIDDING REQUIREMENTS for CONSTRUCTION  
JOB ORDER CONTRACTING  
INFORMATION FOR BIDDERS

- C. At the time of the opening of bids, each bidder shall be presumed to have inspected the Site (if applicable), to have read and to be familiar with the Contract Documents. The failure or omission of any bidder to receive or to examine any Contract Document shall in no way relieve any bidder from any obligation in respect to the bid of such bidder.

**Section 3.0 - Qualifications of Bidder**

- A. The Owner may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. Bidders shall furnish to the Owner all information and data required by the Owner, including complete financial data, within the time and in the form and manner required by the Owner. The Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted as required or if the evidence submitted by or the investigation of any bidder fails to satisfy the Owner that the bidder is responsible or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated.
- B. In the event the bidder fails to establish to the satisfaction of the Owner, as set forth in (A) above, that the bidder is both responsible and meets the qualification requirements of the solicitation, the Owner reserves the right, in its sole discretion, to reject any bid.
- C. The submission of a bid or proposal in connection with this Notice to Bidders or Information to Bidders constitutes a material representation by the bidder that, to the best of its knowledge, after reasonable investigation and due diligence, the bidder's aggregate bonding capacity limit is equal to or in excess of the Estimated Annual Contract Volume (EACV) of the JOCS term contract as set forth herein. Bidder acknowledges that DASNY will reasonably rely on this representation in the making of awards for the Contract.
- D. Contract Experience Requirements for Plumbing Contractor:
1. The Bidder or its Principals for the Plumbing contract shall meet the following minimum requirements.
    - a. The Bidder shall have completed or substantially completed in each of the last two (2) years at least five (5) projects each with a contract value of at least \$200,000.
      1. The projects used for qualification listed above must be where the Bidder was the prime contractor for the specific trade on which they are bidding.
      2. The Bidder must have employed his own workforce for at least 40% of the labor for the trade on which they are bidding.
  2. The Bidder shall have had annual gross revenues at least double the Estimated Annual Contract Volume for the contract bid in each of the last two years. These revenues must come from Projects where they were the prime or subcontractor for the type of Work they are bidding.
  3. The Bidder shall be a Licensed Plumbing Contractor in New York City (Region 1 only).

BIDDING REQUIREMENTS for CONSTRUCTION  
JOB ORDER CONTRACTING  
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4. Experience will be viewed from both the perspective of completed projects of comparable scope and magnitude as well as the experience and depth of the bidder's personnel. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the Owner.

E. Contract Experience Requirements for Electrical Contractor:

1. The Bidder or its Principals for the Electrical contract shall meet the following minimum requirements.
  - a. The Bidder shall have completed or substantially completed in each of the last two (2) years at least five (5) projects each with a contract value of at least \$200,000.
    1. The projects used for qualification listed above must be where the Bidder was the prime contractor for the specific trade on which they are bidding.
    2. The Bidder must have employed his own workforce for at least 40% of the labor for the trade on which they are bidding.
2. The Bidder shall have had annual gross revenues at least double the Estimate Annual Contract Volume for the contract bid in each of the last two years. These revenues must come from Projects where they were the prime or subcontractor for the type of Work they are bidding.
3. The Bidder shall be a Licensed Electrical Contractor in New York City (Region 1 only).
4. Experience will be viewed from both the perspective of completed projects of comparable scope and magnitude as well as the experience and depth of the bidder's personnel. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the Owner.

F. Contract Experience Requirements for Mechanical Contractor:

1. The Bidder or its Principals for the Mechanical contract shall meet the following minimum requirements.
  - a. The Bidder shall have completed or substantially completed in each of the last two (2) years at least five (5) projects each with a contract value of at least \$200,000.
    1. The projects used for qualification listed above must be where the Bidder was the prime contractor for the specific trade on which they are bidding.
    2. The Bidder must have employed his own workforce for at least 40% of the labor for the trade on which they are bidding.
2. The Bidder shall have had annual gross revenues at least double the Estimated Annual Contract Volume for the contract bid in each of the last two years. These revenues must come from Projects where they were the prime or subcontractor for the type of Work they are bidding.

BIDDING REQUIREMENTS for CONSTRUCTION  
JOB ORDER CONTRACTING  
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3. Experience will be viewed from both the perspective of completed projects of comparable scope and magnitude as well as the experience and depth of the bidder's personnel. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the Owner.

G. Contract Experience Requirements for Abatement Contractor:

1. The Bidder or its Principals for the Abatement contract shall meet the following minimum requirements.
  - a. The Bidder shall have completed or substantially completed in each of the last two (2) years at least five (5) projects each with a contract value of at least \$200,000.
    1. The projects used for qualification listed above must be where the Bidder was the prime contractor for the specific trade on which they are bidding.
    2. The Bidder must have employed his own workforce for at least 40% of the labor for the trade on which they are bidding.
2. The Bidder shall have had annual gross revenues at least double the Estimated Annual Contract Volume for the contract bid in each of the last two years. These revenues must come from Projects where they were the prime or subcontractor for the type of Work they are bidding.
3. Experience will be viewed from both the perspective of completed projects of comparable scope and magnitude as well as the experience and depth of the bidder's personnel. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the Owner.

H. Contract Experience Requirements for General Contractor (GC):

1. The Bidder or its Principals for the GC contract shall meet the following minimum requirements.
  - a. The Bidder shall have completed or substantially completed in each of the last two (2) years at least five (5) projects each with a contract value of at least \$200,000.
    1. The projects used for qualification listed above must be where the Bidder was the prime contractor for the specific trade on which they are bidding.
    2. The Bidder must have employed his own workforce for at least 40% of the labor for the trade on which they are bidding.
  - b. The Bidder shall have had annual gross revenues at least double the Estimated Annual Contract Volume for the contract bid in each of the last two years. These revenues must come from Projects where they were the prime or subcontractor for the type of Work they are bidding.

BIDDING REQUIREMENTS for CONSTRUCTION  
JOB ORDER CONTRACTING  
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- c. Experience will be viewed from both the perspective of completed projects of comparable scope and magnitude as well as the experience and depth of the bidder's personnel. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the Owner.

#### **Section 4.0 - Executive Order No 170.1 – Uniform Guidelines for Responsibility Determinations**

The criteria contained in Executive Order No. 170.1 will also be applied in the bid review process. In the event of any conflict between the criteria in Executive Order No. 170.1 and the criteria in the Contract Documents, the stricter criteria shall apply.

#### **Section 5.0 - Executive Order No 125 – NYS Vendor Responsibility Questionnaire**

- A. For any contract \$10,000 or more, the New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) Certification Page shall be submitted by the apparent low bidder to the Owner within five (5) business days of receipt of the Pre-Award Notification Letter. Executive Order No. 125 dated May 22, 1989 is found at 9 NYCRR §4.125.
- B. The apparent low bidder shall submit a New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) Certification Page to the Owner for each proposed subcontractor where the subcontract for the Work of the Project exceeds two million dollars and for any other subcontractor upon request of the Owner. **The Owner recommends that any subcontractors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System (the "System") prior to submission of the bid**
- C. **The Owner recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System (the "System") prior to submission of the bid.** To enroll in and use the System, see the System Instructions at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for System assistance, contact the Office of the State Comptroller's ("OSC") Help Desk at 866-370-4672 or 518- 408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the System website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Owner (DASNY) or OSC's Help Desk for a copy of the paper form.

#### **Section 6.0 – 2005 Procurement Lobbying Law**

- A. Pursuant to provisions of the General Conditions, Article 18 – 2005 Procurement Lobbying Law, for any contract \$15,000 or more, the 2005 PROCUREMENT LOBBYING LAW – CERTIFICATION as part of the Omnibus Procurement Certification form is to be submitted with the bid.
- A. All bidders, domestic and foreign, must be in compliance with New York State business registration requirements. Contact the NYS Department of State regarding compliance.

#### **Section 7.0 - Approval of Subcontractors/Subcontract Limits**

**BIDDING REQUIREMENTS for CONSTRUCTION  
JOB ORDER CONTRACTING  
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A. Pursuant to provisions of the General Conditions, Article 6 - Subcontracts, bidders shall within the time specified by the Owner, submit to the Owner the names of the Subcontractors which the bidder proposes to use on the project. The Owner reserves the right to reject any bid if the names of proposed Subcontractors, or additional subcontractor information, are not submitted as required.

B. Self-Performance Requirements/Subcontracting Limits

1. The contractors shall perform at least the dollar value as stated in the table below of the work performed under the entire contract with its own forces and not with subcontractors. The purchase of materials, not installed with the contractor's own forces, will not be counted for purposes of determining whether the contractor met the goal as stated in the table below. The cost of supervising subcontractors will also not count towards the goal as stated in the table below.

All Trades – All Applicable Regions	40%
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The Director, Procurement may, in writing, modify these requirements where the Director determines it is in the best interest of the owner.

**Section 8.0 - Opportunity Programs Requirements**

A. Pursuant to provisions of the General Conditions, Article 20 – Opportunity Programs and Article 21 – Service-Disabled Veteran Owned Businesses, the Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply and cooperate with the Owner in the implementation of NYS Executive Law ARTICLE 15-A, PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS and Article 17-B, SERVICE DISABLED VETERAN OWNED BUSINESSES. These requirements will include: Equal Employment Opportunities for minority group members and women (EEO), plus opportunities for Minority and Women-Owned business enterprises (M/WBE). The Contractor's demonstration of good faith efforts shall also be a part of these requirements.

B. The Owner has adopted a goal-oriented approach to ensure employment of EEO & M/WBE at a level commensurate with their capability and availability. The Owner has determined that the goals for EEO & M/WBE participation in the Work of the Contract are follows:

REGION	TRADE	CR#	MBE %	WBE %	SDVOB %	EEO%
1	Asbestos & HAZMAT Abatement	589	18%	12%	6%	45%
1	General Construction	619	18%	12%	6%	45%
1	Asbestos & HAZMAT Abatement	628	18%	12%	6%	45%
1	Electrical	629	18%	12%	6%	45%
1	General Construction	633	18%	12%	6%	45%
1	Plumbing	634	18%	12%	6%	45%
1	Plumbing	635	18%	12%	6%	45%
2	Electrical	591	18%	12%	6%	45%
2	Asbestos & HAZMAT Abatement	592	18%	12%	6%	45%
2	Electrical	631	18%	12%	6%	45%



BIDDING REQUIREMENTS for CONSTRUCTION  
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2	Asbestos & HAZMAT Abatement	632	18%	12%	6%	45%
2	Plumbing	636	18%	12%	6%	45%
3	Asbestos & HAZMAT Abatement	599	18%	12%	6%	45%

C. Prior to Contract award the Contractor shall submit the following:

1. A completed Statewide Utilization Management Plan (“Utilization Plan”), listing all proposed Empire State Development (ESD) Certified M/WBE and SDVOB subcontractors, and suppliers and Non-M/WBE subcontractors, and suppliers you “may” use if selected for this contract. **No dollar amounts should be entered at this time.** With each Job Order, a new plan with dollar amounts will be required. The goals for each contract are set forth in the table located in Section 8.0 - Opportunity Programs Requirements. The goals refer to the percentage of utilization of your M/WBE subconsultants, subcontractors, and suppliers.

D. For each project assigned under an awarded JOC Contract the low bidder shall submit the following as referenced in the Contract Documents, within the specified time frames:

1. Utilization Plan, refer to Article 20 – Opportunity Programs, specifically Section 20.03 for Submittal Requirements
2. Utilization Plan Cover Sheet
3. Standard Equal Employment Opportunity Policy Statement
4. Permanent Employee Distribution
5. Scope Verification Form
6. Monthly Workforce Utilization Report
7. Compliance Report

E. Failure to provide the above plans and the aforementioned information may be cause for rejection of the bid, and / or job order and payment request being denied.

## Section 9.0 - Preparation of Bids

- A. All contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered. Contractors need to register before submitting any new bids or commencing new work on a covered. Subcontractors need to register before commencing new work on a covered. **Any bid received that fails to provide the New York State Department of Labor (DOL) registration number on the form of bid as required shall be rejected as non-responsive. For additional information regarding the Registry or to register, please visit:**  
<https://dol.ny.gov/contractor-and-subcontractor-landing>.

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- B. Bids must be submitted on the Form of Bid supplied by the Owner in the bidder's full legal name or the bidder's full legal name plus a registered assumed name. Bids shall be enclosed in a sealed envelope, addressed to the Owner, and marked with the name and address of the bidder, and the name of the Project. All blank spaces for bid prices must be filled in, using both words and figures, words to take precedence over figures. Conditional bids shall not be accepted. Bids shall not contain any recapitulation of the Work to be done. No oral, facsimile transmittal, electronic or telephonic bids or modifications of bids shall be considered. Bids shall contain an original signature of the bidder in the space provided on the Form of Bid. **Note: In addition, prospective bidders are advised that the Contract Documents for this Project contain new "GENERAL CONDITIONS for JOC - CONSTRUCTION" dated June 20, 2024 that contain significant revisions from those documents previously contained in DASNY's Contract Documents. Prospective bidders are further advised to review applicable sections of these General Conditions for any potential impact on their bid price prior to submittal of the bid.**
- C. Bids that are illegible or that contain omissions, alterations, additions, or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Contract Documents, may be rejected as not responsive.
- D. The Owner may reject any bid not prepared and submitted in accordance with the provisions of the Contract Documents.
- E. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.
- F. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. After sixty (60) days, the Owner, at its sole discretion, may request that the bidder extend the expiration of the bid, as often as deemed necessary, to a date set by the Owner. After sixty (60) days, if the Contract has not been awarded and the Owner elects to not request an extension, the Owner may consider the bid as expired and return the bid security.
- G. No action or proceeding concerning in any way any bid for the Contract or the Contract shall be brought against the Owner in any location other than Albany County unless the Owner specifically consents, in writing, to a change of venue.

**Section 10.0 – Bid Security and Estimated Annual Contract Volumes**

- A. Each bid must be accompanied by a certified check of the bidder made payable to the Dormitory Authority or by a bid bond prepared on the form of bid bond included in the Contract Documents, duly executed by the bidder as principal, and the surety thereon. Bidder failure to provide bid security as prescribed, may result in rejection of the bid. Bid bonds submitted as bid security shall contain an original signature of both the bidder and the surety providing the bid bond in the space provided on the Form of Bid Bond. The surety shall be authorized to do business in the State of New York by the New York State Department of Financial Services, rated at least A- by A. M. Best and Company, or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion.

**BIDDING REQUIREMENTS for CONSTRUCTION  
JOB ORDER CONTRACTING  
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1. The Bid Security and Estimated Annual Contract Volumes of each contract to be awarded are stated below.

REGION	TRADE	CR #	PLA	BID SECURITY	ESTIMATE ANNUAL CONTRACT VOLUME (PER CONTRACT YEAR)
1	Asbestos & HAZMAT Abatement	589	Yes	\$25,000	\$500,000
1	General Construction	619	Yes	\$25,000	\$1,500,000
1	Asbestos & HAZMAT Abatement	628	Yes	\$25,000	\$500,000
1	Electrical	629	Yes	\$25,000	\$750,000
1	General Construction	633	Yes	\$25,000	\$1,500,000
1	Plumbing	634	Yes	\$25,000	\$1,500,000
1	Plumbing	635	Yes	\$25,000	\$1,500,000
2	Electrical	591	Yes	\$25,000	\$1,500,000
2	Asbestos & HAZMAT Abatement	592	Yes	\$25,000	\$500,000
2	Electrical	631	Yes	\$25,000	\$1,500,000
2	Asbestos & HAZMAT Abatement	632	Yes	\$25,000	\$500,000
2	Plumbing	636	Yes	\$25,000	\$500,000
3	Asbestos & HAZMAT Abatement	599	Yes	\$25,000	\$500,000

2. The Minimum Contract Value for all contracts is \$0.
  3. A separate Bid Bond is required for each Bid.
  4. During the contract period, the Contractor may receive Job Orders that surpass the Estimated Annual Contract Volume. However, the Contractor is not guaranteed to receive this volume of Work.
- B. Any certified checks submitted as bid security shall be returned to all except the three (3) lowest bidders after the opening of bids, and the remaining checks shall be returned to the three (3) lowest bidders after the Owner and the accepted bidder have executed the Agreement, or if no Agreement has been executed within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as such bidder has not been notified of the acceptance of such bid.
- C. Bid Bonds of all but the bidder executing the Agreement shall be destroyed by the Owner either 1) after the Owner and the accepted bidder have executed the Agreement, or 2) if no Agreement has been executed, sixty (60) days after the date of the opening of bids.
- D. Apparent Low Bidders will be required to submit a letter from their Surety attesting to their overall and per project bonding limits.

**Section 11.0 – Compliance with Laws**

**BIDDING REQUIREMENTS for CONSTRUCTION  
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The bidder shall sign and submit with the bid the COMPLIANCE WITH LAWS – CERTIFICATION as part of the Omnibus Procurement Certification form included in the Contract Documents.

**Section 12.0 - Bid Designation**

- A. Each bid shall bear on the outside of the envelope the name of the bidder, its address, its telephone number and designated as bid for the following:

NAME OF PROJECT: Job Order Contracting Program

And

TRADE	REGION	CR #
Asbestos & HAZMAT Abatement	1	589
General Construction	1	619
Asbestos & HAZMAT Abatement	1	628
Electrical	1	629
General Construction	1	633
Plumbing	1	634
Plumbing	1	635
Electrical	2	591
Asbestos & HAZMAT Abatement	2	592
Electrical	2	631
Asbestos & HAZMAT Abatement	2	632
Plumbing	2	636
Asbestos & HAZMAT Abatement	3	599

Write in appropriate Contract - ONLY one per envelope.

- B. Bids submitted via Mail, Express Service, or Messenger Service shall indicate on the exterior of the envelope the words "BID ENCLOSED; FOR TRADE: \_\_\_\_\_ ; REGION: \_\_\_\_\_ ; CR NUMBER: \_\_\_\_\_ " (Fill in Appropriate Trade, Region and CR Number using information in table above).
- C. *No more than ONE Bid per envelope.*
- D. Notwithstanding the contract designation, the Owner reserves the right, at its sole discretion, to assign Work to any contractor in any county covered by any of the contracts herein bid.

**Section 13.0 - Award of Contract**

- A. Award of the Contract shall be made to the bidder submitting the lowest bid, if:
1. In the opinion of the Owner, the bid is responsive to the bid solicitation, and such bidder is qualified to perform the Work involved, is responsible and reliable.
  2. The bidder submits required documents as described under Section 17.0 – Forms and Documents.

**BIDDING REQUIREMENTS for CONSTRUCTION  
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3. On all contracts, the bidder furnishes within Seventy-two (72) hours after low bidder notification, documentation of efforts to encourage the participation of New York State enterprises as suppliers and subcontractors. Also, in a post-award compliance report, furnish documentation of efforts to provide notification to New York State residents of employment opportunities, through the New York State Job Service Division, or provide such notification in a manner consistent with existing collective bargaining contracts or agreements.
- B. The Owner reserves the sole and exclusive right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received or to afford any bidder an opportunity to remedy any informality or irregularity.
- C. As part of the Job Order Contracting Program, the Owner reserves to itself, in its sole judgment, the right to limit the number of Job Order Contracts awarded to any single bidder or contractor. Subject to the limitations appearing above and elsewhere in this bid package, the contracts will be awarded, if at all, to the combination of bids resulting in the least overall cost to the Owner.
- D. The execution of the Agreement shall not be construed as a guarantee by the Owner that the plant, equipment and the general scheme of proposed operations of a bidder is either adequate or suitable for the satisfactory performance of the Work or that other data supplied by a bidder is accurate.

**Section 14.0 - Required Bonds**

- A. The Contractor shall provide (1) a Performance Bond in the form attached hereto in an amount at least equal to 100% of the Contractor's Proposal as security for the faithful performance of the Work of the Job Order, and (2) the Contractor shall also provide a Payment Bond in the form attached hereto in an amount at least equal to 100% of Contractor's Proposal for the payment of all persons performing labor or providing materials in connection with the Work of the Job Order. The Contractor shall execute the Performance bond form and the Payment Bond form included in the Contract Documents. The Contractor shall provide such bonds to Owner within five (5) work days of the date that the Owner informs the Contractor that its Proposal has been accepted. Owner's receipt from Contractor of such Performance and Payment Bonds acceptable to Owner is a strict condition precedent to the issuance of the Job Order and the Notice to Proceed.
- B. If at any time the Owner, in its sole and exclusive discretion, shall become dissatisfied with any surety or sureties upon the Performance Bond or the 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) calendar days after written 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.
- C. The surety company, on all bonds, shall be authorized to do business in the State of New York by the NYS Department of Financial Services and rated at least A- by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion.

**Section 15.0 - Damages for Failure to Enter into Agreement**

BIDDING REQUIREMENTS for CONSTRUCTION  
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The successful bidder, upon failure or refusal to sign and deliver the Agreement as required within fourteen (14) calendar days after such bidder has received the Notice of Low Bid Status, shall forfeit to the Owner as damages for such failure or refusal, the bid security or the difference between the bidder's Award Criteria Figure and the next lowest bidder's Award Criteria figure times the Estimated Annual Contract Volume, whichever sum shall be higher.

**Section 16.0 - Contract Duration and Liquidated Damages**

A. The duration of the Contract is:

1. Base Term: One (1) year from the issuance of a Notice of Contract Award.
2. Option Period: Both the Owner and the Contractor must mutually agree to extend the Contract for an option period. The Contract includes three (3) Option Periods, and each term of the Option Period is one (1) year.

B. Work set forth in individual Job Orders under the Contract shall be commenced and completed as stated in the Job Orders.

C. Liquidated Damages may be assessed on a Job Order by Job Order basis at a rate established in the Job Order.

**Section 17.0 – Forms and Documents**

Each bidder shall complete and submit to the Owner, pursuant to provisions stated in the Information for Bidders, the following forms and documents, which are hereby made a part of the Contract Documents:

Bidding Requirements: each bidder shall submit the following at time of bid:

1. Form of Bid
2. Omnibus Procurement Certification
  - a. 2005 Procurement Lobbying Law - Certification
  - b. Code of Business Ethics - Certification
  - c. Compliance with Laws - Certification
3. W-9 Form
4. Bid Security

Contract Forms for Construction: the successful bidder shall submit the following for execution of the Contract:

1. Minimum Qualifications Form.
2. Required Insurance Form – within three (3) days after low bidder notification.
3. New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2).
4. Agreement - within fourteen (14) calendar days after Notice of Low Bid Status.
5. Surety letter attesting to Bidder's overall and per project bonding limits.
6. A completed Utilization Plan, listing all proposed Empire State Development (ESD) Certified M/WBE and SDVOB subcontractors, and suppliers and Non-M/WBE subcontractors, and

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suppliers you “may” use if selected for this contract. **No dollar amounts should be entered at this time.** With each Job Order, a new plan with dollar amounts will be required. The goals for each contract are set forth in the table located in Section 8.0 - Opportunity Programs Requirements. The goals refer to the percentage of utilization of your M/WBE subconsultants, subcontractors, and suppliers.

As job orders are issued the successful bidder must submit the following:

1. Utilization Plan with written justification if a Request for Waiver is applicable Utilization Plan Cover Sheet
2. Scope Verification Form
3. Monthly Workforce Utilization Report

**Section 18.0 – Project Labor Agreement:**

The purpose of this is to notify prospective bidders that under certain conditions the successful Contractor awarded this Contract may be subject to the provisions set forth in the PLA. These conditions include:

- Any DASNY Project in the five (5) boroughs of New York City, or Nassau, Suffolk, Westchester, Rockland and Putnam counties where an economic evaluation or study of the Project was performed by a DASNY Consultant and that study confirmed that a PLA would provide a cost savings.
- The threshold for DASNY’s PLA is \$3,000,000 in the five (5) boroughs of New York City, and \$1,500,000 in Nassau, Suffolk, and Westchester counties. However, notwithstanding the Estimated Annual Contract Volume, PLA Factors must be provided for any trade contract in Regions 1, 2, and 3. DASNY’s PLA may be required on a per-project basis even if the contract value is less than the applicable threshold.

Therefore, in situations where the above applies, the Contractor must execute the PLA included, as a condition of approval of the Job Order and commencement of the Work. The Work undertaken in connection with the subject work order will be governed by, and subject to the conditions set forth in the PLA. In addition, in situations where the above applies, all subcontractors of every tier will be required to execute a Letter of Assent, included in the enclosed PLA, agreeing to be bound by the PLA.

For additional information on the DASNY NYC Project Labor Agreements (PLAs), go to the following DASNY Website: <http://www.dasny.org/PLAs/2013/NYC/index.php>

**A. Included Projects:**

The Dormitory Authority of the State of New York (“DASNY”) has determined that its interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost savings advantages and any local history of labor unrest are best met by use of a Project Labor Agreement (“PLA”) on this Project. The successful low bidder as a condition of being awarded this contract must execute the PLA

**BIDDING REQUIREMENTS for CONSTRUCTION  
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included in the Contract Documents following the Form of Bid. The Work undertaken in connection with this Project will be governed by, and subject to the conditions set forth in the PLA. All subcontractors of every tier will be required to execute a Letter of Assent, included in the enclosed PLA, agreeing to be bound by the PLA. The PLA has been approved by the Building and Construction Trades Department, AFL-CIO and executed by the Building and Construction Trades Council of Greater New York and Vicinity and its participating affiliated Local Unions.

**B. Excluded Projects**

The Dormitory Authority of the State of New York (the “Authority”) and the Building and Construction Trades Council of Greater New York and Vicinity (the “Council”) have entered into a Memorandum of Understanding (“MOU”) that requires the use of a Project Labor Agreement (“PLA”) on applicable covered projects within the City of New York. While this Project is considered an “Excluded Project”, under the MOU and therefore the use of a PLA is optional on this Project, the successful prime contractor performing work on this Project shall have the option to voluntarily execute the PLA. The purpose of section is to provide potential bidders of the Project with notice of this option, consistent with the provisions of the MOU. Execution of the applicable PLA following the Information for Bidders is not a requirement to perform work on this Project.

**Section 19.0 – Electronic Data Transfer**

Notwithstanding Section 2.02 (B) – Electronic Data Transfer, payment to the Contractor shall only be rendered electronically, unless payment by paper check is authorized in writing by the Owner. The Contractor further acknowledges and agrees that the Owner may withhold payments, if the Contractor has not complied with the Owner’s requirements relating to the electronic payment program in effect at such time, unless payment by paper check is authorized in writing by the Owner.



**FORM OF BID – PLA ONLY****THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK (DASNY)****JOB ORDER CONTRACTING (JOC) PROGRAM****(For bids that include Regions 1 – 3)**

Pursuant to and in compliance with the Owner's advertisement for bids and the Contract Documents relating hereto, the undersigned hereby offers to Provide all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for, or incidental to, the Work as required by, and in strict accordance with, the applicable provisions of the \_\_\_\_\_ **(Enter Trade Work)** Contract Documents for Region No. \_\_\_\_\_ /CR No. \_\_\_\_\_ **(Enter the Region Number and CR Number; note one CR per bid form)**, including written changes thereto, and addenda issued by the Owner and sent to the undersigned or delivered to the bidder prior to the opening of bids, whether received by the undersigned or not, using the following Adjustment Factors:

**Firm's Legal Name:** \_\_\_\_\_

**Award Criteria Figure:** \_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

**AWARD FORMULA**

The following Award Formula has been developed for the sole purpose of evaluating bids and awarding the Contract. Each bidder must complete the following Award Formula (Contract for Total of All Materials and Labor) and enter the Award Criteria Figure on the above "Award Criteria Figure" line.

**NON-PLA WORK**

Line 1. **Normal Working Hours:** Contractor shall perform tasks during normal working hours for the unit price set forth in the Construction Task Catalogs® (CTC) multiplied by the adjustment factor of:

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

Line 2. Multiply Line 1 by .425

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

Line 3. Other Than Normal Working Hours: Contractor shall perform tasks during other than normal working hours for the unit price set forth in the Construction Task Catalogs® (CTC) multiplied by the adjustment factor of:

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

**\*\* NOTE: Must be at least 0.1000 greater than Normal Working Hours Adjustment Factor \*\***

Line 4. Multiply Line 3 by .075

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

### **ALL WORK**

Line 5. Non Pre-Priced Work: Contractor shall perform Non Pre-Priced Work multiplied by the adjustment factor of:

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

**\*\* NOTE: Must be no less than 1.0500 and no greater than 1.2000 \*\***

Line 6. Multiply Line 5 by .03

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

### **PLA WORK**

Line 7. Day Shift, Monday to Friday (as defined by the PLA): Contractor shall perform tasks during standard work week hours for the unit price set forth in the Construction Task Catalogs® (CTC) multiplied by the adjustment factor of:

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

Line 8. Multiply Line 7 by .3995

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

Line 9. 2<sup>nd</sup> Evening or 3<sup>rd</sup> Night Shift Monday to Friday (as defined by the PLA): Contractor shall perform tasks during evening or night shift Monday to Friday hours for the unit price set forth in the Construction Task Catalogs® (CTC) multiplied by the adjustment factor of:

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

**\*\* NOTE: Must be at least equal to or greater than Standard Work Week Hours Adjustment Factor \*\***

Line 10. Multiply Line 9 by .01762

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

Line 11. Day Shift Saturday or Sunday (as defined by the PLA): Contractor shall perform tasks during day shift Saturday, Sunday or Holiday hours for the unit price set forth in the Construction Task Catalogs® (CTC) multiplied by the adjustment factor of:

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

**\*\* NOTE: Must be at least 0.2000 greater than Standard Work Week Hours Adjustment Factor \*\***

Line 12. Multiply Line 11 by .01762

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

Line 13. 2<sup>nd</sup> Evening or 3<sup>rd</sup> Night Shift Saturday or Sunday (as defined by the PLA): Contractor shall perform tasks during evening or night shift Saturday, Sunday or Holiday hours for the unit price set forth in the Construction Task Catalogs® (CTC) multiplied by the adjustment factor of:

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

**\*\* NOTE: Must be at least equal to or greater than Day Shift Saturday, Sunday and Holiday Hours Adjustment Factor \*\***

Line 14. Multiply Line 13 by .01763

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

Line 15. Holidays (as defined by the PLA): Contractor shall perform tasks during Holiday hours for the unit price set forth in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

**\*\* NOTE: Must be at least equal to or greater than Day Shift Saturday, Sunday and Holiday Hours Adjustment Factor \*\***

Line 16. Multiply Line 15 by .01763

\_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

**AWARD CRITERIA FIGURE**

Line 17. Award Criteria Figure: Sum of lines 2, 4, 6, 8, 10, 12, 14, and 16:

**Award Criteria Figure:** \_\_\_\_\_. \_\_\_\_\_  
(Specify to four decimal places)

**(Transfer Award Criteria Figure to Page 1 of this form)**

A contract will be awarded to the responsive and responsible bidder with the lowest Award Criteria Figure. Intermediate steps to calculate the Award Criteria Figure will not be rounded off for purposes of determining the low bidder. The Owner reserves the right to revise all arithmetic errors in calculations for correctness.

The bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

If the Letter of Intent is sent or delivered to the undersigned within sixty (60) days after the date of opening of the bids, or any time thereafter before the bid is withdrawn, the undersigned shall, within fourteen (14) days after the date of such Letter of Intent, execute and deliver an Agreement in the form included in the Contract Documents.

The undersigned hereby designates as the undersigned's office to which the Letter of Intent may be sent or delivered:

**Date of Bid Submission:** \_\_\_\_\_

**Officer Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature of Officer:** \_\_\_\_\_

**New York State Department of Labor Registration Number:** \_\_\_\_\_  
(\*Bid shall be rejected as non-responsive for failure to provide the NYS DOL Registration Number)

**Firm's Legal Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**PO Box #:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Taxpayer ID or Social Security Number:** \_\_\_\_\_

**Submit Bid to:**

**DASNY  
Attn: CONTRACTS UNIT – BID ENCLOSED  
515 Broadway  
Albany, New York 12207**

**NOTE ON OUTSIDE OF ENVELOPE: FOR TRADE: \_\_\_\_\_; REGION: \_\_\_\_\_; CR No. \_\_\_\_\_**

(Fill-in Appropriate Trade, Region, and CR Number)

***No more than ONE Bid per envelope***

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
OMNIBUS PROCUREMENT  
CERTIFICATION

I, the undersigned, an authorized signatory of \_\_\_\_\_, (the “**Firm**”) hereby represent that they are knowledgeable about the Firm’s business and operations and certify to the Dormitory Authority of the State of New York (“**DASNY**”) under penalty of perjury that the answers provided herein are true to the best of their knowledge and belief as follows with respect to certain actions taken and to be taken in connection with the Firm’s submission of a [bid/proposal] and the execution of any resulting contract (the “**Contract**”) in response to DASNY’s [notice to bidders/request for proposal] for Project # [ ] as follows:

**A. Non-Collusive Bidding Certification**

1. The prices in the [bid/proposal], have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other [bidder/proposer] or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the [bid/proposal] have not been knowingly disclosed by the [bidder/proposer] and will not knowingly be disclosed by the [bidder/proposer] prior to opening, directly or indirectly, to any other [bidder/proposer] or to any competitor; and
3. No attempt has been made or will be made by the [bidder/proposer] to induce any other person, partnership, or corporation to submit or not to submit a [bid/proposal] for the purpose of restricting competition.

**B. Non-Segregated Facilities**

The Firm does not, nor shall not, maintain or provide for the employees of such Firm any segregated facilities at any establishments, and that the Firm does not, nor shall not, permit the employees of such Firm to perform the services of such employees at any location under the control of such Firm where segregated facilities are maintained. The Firm agrees that a breach of this certification is a violation of the nondiscrimination clauses of the Contract.

**C. Non-discrimination in Employment in Northern Ireland**

The Firm stipulates that it, and any individual or legal entity in which the Firm holds a ten percent (10%) or greater ownership interest, and any such entity that holds such an interest in the Firm, either:

1. Has no business operations in Northern Ireland; or
2. Shall take all lawful steps in good faith to conduct any business operations it has or in which it has such an interest in Northern Ireland in accordance with the MacBride Fair Employment Principles as set forth in Chapter 807 of the Laws of 1992 and shall permit any independent monitoring of its compliance with said Principles.

**D. Federal Equal Employment Opportunity Act**

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
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CERTIFICATION

The Firm is compliant with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended.

**E. Commitment to Opportunity Programs**

The Firm acknowledges and agrees to be bound in accordance with NYS Executive Law Article 15-A, and in conformance with regulations promulgated by the Division of Minority and Women's Business Development of the NYS Department of Economic Development. A list of NYS certified M/WBEs may be obtained from the ESDC directory of certified businesses located at [www.nylovesmwbe.ny.gov](http://www.nylovesmwbe.ny.gov).

**F. Commitment to Service-Disabled Veteran-Owned Business**

The Firm acknowledges and agrees to be bound in accordance with NYS Executive Law Article 17-B, and in conformance with applicable regulations. A list of NYS certified SDVOB may be obtained from the NYS Office of General Services Division of Services-Disabled Veterans' Business Development located at <https://ogs.ny.gov/veterans>.

**G. Transfer of Offset Credits**

The Firm acknowledges notice that DASNY may assign or otherwise transfer offset credits created by the Contract to third parties located in New York State.

**H. 2005 Procurement Lobbying Law**

1. The Firm understands and has to date and agrees hereinafter to comply with DASNY's procedures relative to permissible contacts for this procurement as required by State Finance Law § 139-j (3) and § 139-k (6) (b);
2. No "governmental entity," as defined in State Finance Law § 139-j and § 139-k has made a finding in the last four years that the Firm was not responsible;
  - a. If yes, please note the governmental entity, the date of the finding and the basis of the finding regarding each finding of non-responsibility. Attach additional pages, if necessary.

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DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
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3. No “governmental entity” as defined in State Finance Law § 139-j and § 139-k has terminated or withheld a procurement contract with the Firm due to the intentional provision of false or incomplete information required by such laws and/or the failure to comply with the requirements of State Finance Law § 139-k(3) relating to permissible contacts.

- a. If yes, please note the governmental entity, the date of the termination or withholding of contract and the basis of termination or withholding of contract. Attach additional pages, if necessary.

**I. Code of Business Ethics**

The Firm acknowledges notice of and has read DASNY’s Code of Business Ethics attached as **Exhibit A** hereto and acknowledges that the Firm’s failure to comply shall justify termination of the Contract by DASNY and may result in the rejection of the Firm’s [bid/proposal] for future work with DASNY.

**J. Iran Divestment**

That to the best of its knowledge and belief, the Firm and each person and each person signing on behalf of any other party, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

**K. Russia Divestment – EO 16**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The Executive Order remains in effect while sanctions imposed by the federal government are in effect. As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.



DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
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That to the best of its knowledge and belief, the Firm and each person and each person signing on behalf of any other party, represents as follows:

\_\_\_\_\_ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

\_\_\_\_\_ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

\_\_\_\_\_ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

\_\_\_\_\_ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive

**L. Certification**

The Firm acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001 and hereby represents that all information contained here provided to DASNY is complete, true and accurate.

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
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CERTIFICATION

**Exhibit A: Dormitory Authority of the State of New York - Code of Business Ethics**

**A. Ethics Programs**

1. DASNY is a public-benefit corporation of the State of New York and expects the highest degree of ethical business conduct by its employees and the many contractors, consultants and vendors with whom it interacts on behalf of its clients, bondholders and the people of the State of New York. DASNY, by mandate of its Board of Directors, administers a comprehensive corporate integrity program to ensure that, as public officers, DASNY employees at all levels perform their official duties consistent with the requirements of the *New York State Public Officers Law*; other applicable laws, rules, and regulations; and policies of DASNY.
2. DASNY encourages and supports a fair, open and honest business relationship with its contractors, consultants and vendors based on quality, service and cost. Moreover, DASNY believes that a “level playing field” in the marketplace can only be achieved through adherence to ethical business practices by all participants involved in the process.
3. To promote a working relationship with DASNY based on ethical business practices, contractors, consultants and vendors are expected to:
  - a. furnish all goods, materials and services to DASNY as contractually required and specified;
  - b. submit complete and accurate reports to DASNY and its representatives as required;
  - c. not seek, solicit, demand or accept any information, verbal or written, from DASNY or its representatives that provides an unfair advantage over a competitor;
  - d. not engage in any activity or course of conduct that restricts open and fair competition on Authority-related projects and transactions;
  - e. not engage in any course of conduct with DASNY employees or representatives that constitutes a conflict of interest or creates the appearance of a conflict of interest;
  - f. not offer any unlawful gifts or gratuities to DASNY employees or representatives, or engage in bribery or other criminal activity; and
  - g. report to DASNY any activity by an DASNY employee or contractor, consultant or vendor of DASNY that is inconsistent with DASNY’s *Code of Business Ethics*.
4. DASNY encourages its contractors, consultants and vendors to advance and support ethical business conduct and practices among their respective directors, officers and employees, preferably through the adoption of corporate ethics awareness training programs and written codes of conduct. In addition to considering technical competence and financial stability, DASNY will consider the *corporate integrity* of all contractors, consultants and vendors prior to the awarding of contracts or issuing of purchase orders.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
OMNIBUS PROCUREMENT  
CERTIFICATION

**B. Conduct of DASNY Employees**

DASNY employees are expected to conduct business with contractors, consultants and vendors in a fair, consistent and professional manner. DASNY's Code of Business Ethics and Employee Conduct entitled *Serving Responsibly*, and other DASNY policies and procedures, guide the manner in which DASNY employees are required to interact with contractors, consultants and vendors. Additionally, the New York State Public Officers Law sets forth legal parameters within which DASNY employees must perform their official duties with respect to, among other things, conflicts of interest and the acceptance of gifts.

**Limits on Gifts to DASNY Employees**

1. Pursuant to Section 73(5) of the Public Officers Law, no person shall offer any gift having more than a nominal value to an DASNY employee under circumstances in which it:
  - a. could be reasonably inferred the gift was intended to influence the employee in the performance of his or her official duties;; or
  - b. could reasonably be expected to influence the employee in the performance of his or her official duties;; or
  - c. was intended as a reward for any official action on the part of the employee.
2. A gift is anything more than nominal in value, in any form, given to an DASNY employee. Gifts include, but are not limited to, money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise. Any firm or its agents, either doing business or seeking to do business with DASNY (contractors, consultants, vendors, etc.), is prohibited from directly or indirectly offering or giving any gifts, even gifts of nominal value, to DASNY employees as such gifts are deemed to be *per se* improper.
3. As is stated in the *Prohibited Interests* section of the Construction and Consultant Contract documents, violations of these gift provisions may be grounds for immediate contract termination and/or referral for civil action or criminal prosecution.

**C. Employing Relatives of DASNY Employees**

Although contractors, consultants and vendors may employ relatives of DASNY employees, DASNY must be made aware of such circumstances as soon as possible, preferably in writing, to ensure a conflict of interest situation does not arise. DASNY reserves the right to request that contractors, consultants and vendors modify the work assignment of an DASNY employee's relative where a conflict of interest, or the appearance thereof, is deemed to exist. Please be advised that DASNY employees are required to disclose information regarding the hiring of relatives by contractors, consultants and vendors and recuse themselves from matters that may present a conflict of interest. For purposes of this document, the term "relatives" refers to spouses, domestic partners, parents, children, sisters, brothers, sisters-in-law, brothers-in-law, parents-in-law, sons/daughters-in-law, stepparents, stepchildren, aunts, uncles, nieces, nephews, first cousins, grandparents by blood relationship or by marriage, or persons residing in the same household.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
OMNIBUS PROCUREMENT  
CERTIFICATION

**Hiring Former DASNY Employees**

Contractors, consultants and vendors may hire former DASNY employees. However, as a general rule, former employees of DASNY may neither appear nor practice before DASNY, nor receive compensation for services rendered on a matter before DASNY, for a period of *two years* following their separation from DASNY service. In addition, former DASNY employees are subject to a “*lifetime bar*” from appearing before DASNY or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with DASNY. Violations will be referred to the New York State Commission on Public Integrity for appropriate action.

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

KNOW ALL PERSONS BY THESE PRESENTS, that we:

\_\_\_\_\_ as Principal,  
(Legal Title of the Bidder)

and \_\_\_\_\_ as Surety,  
(Legal Title of the Surety)

are hereby held and firmly bound unto the Dormitory Authority - State of New York in the penal sum of:

\_\_\_\_\_,  
(Amount)

{write in the amount as required from Information to Bidders ie., Fifty Thousand Dollars (\$50,000)/Twentyfive Thousand Dollars (\$25,000)}, or in the full and just sum of difference between the bidder's Award Criteria Figure and the next lowest bidder's Award Criteria Figure times the Estimated Annual Contract Volume whichever sum shall be lower, for the payment of which, well and turly to be made, we herby jointly and severally bind ourselves, heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Whereas the Principal has submitted to the Dormitory Authority - State of New York a certain bid, made a part hereof, to enter into a Contract in writing for the:

\_\_\_\_\_  
(Title of Project)

NOW, THEREFORE the conditions of this obligation is such that::

A. This obligation shall be void:

1. If said bid shall be rejected or in the alternate.
2. If said bid shall be accepted and the Principal shall execute and deliver the Agreement in the form attached hereto (properly completed; in accordance with said bid) and shall furnish bonds for the faithful performance of said Contract by the Principal, and for the payment of persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Contract created by the acceptance of said bid.

Otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

- B. The penal sum of this Bond is in addition to any other Bond furnished by the Contractor and in no way shall be impaired or affected by any other Bond.
- C. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and said Surety's Bond in no way shall be impaired or affected by any extension of time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF:

the parties hereto have executed this Bond the day and year first above written.

IN THE PRESENCE OF:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Phone Number & FAX Number)

\_\_\_\_\_  
(Phone Number & FAX Number)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Email Address)

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING BID BOND  
IF A CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn, did depose and say that he/she resides at:

\_\_\_\_\_  
(street, city, state, zip code)

that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the  
corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by  
authority of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary PublicACKNOWLEDGEMENT OF CONTRACTOR EXECUTING BID BOND  
IF A PARTNERSHIP, LIMITED LIABILITY COMPANY OR INDIVIDUAL

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said  
State, personally appeared \_\_\_\_\_, personally known or proved to me  
on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their  
signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed  
the instrument.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGEMENT OF SURETY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn, did depose and say that he/she resides at:

\_\_\_\_\_  
(street, city, state, zip code)

that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the  
corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by  
authority of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

DASNY 2024-2028 PLA

Attachment A

**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 (“DASNY”), as a Project Manager for its construction client, [ ] (“Client”), has an agreement with [ ] (“CONSTRUCTION MANAGER OR GENERAL CONTRACTOR”) to perform construction services at [ ] (“Project”) and DASNY 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, DASNY 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 of work disputes, including those relating to jurisdiction;

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- (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 D A S N Y 's enabling legislation, applicable Executive Orders, and DASNY resolutions, in a non-discriminatory manner designed to open construction opportunities to all qualified bidders;
- (11) complying with the goals established under Articles 15-a and 17-b of the Executive Law for the Project Work for fostering increased participation by Minority and Women-owned Business Enterprises ("MWBES") and Service-Disabled Veterans-Owned Businesses ("SDVOBs"), respectively;
- (12) furthering public policy objectives as to improved employment opportunities for minorities, women, service-disabled veterans-owned businesses and the economically disadvantaged, in connection with the Project Work, including but not limited to consideration and implementation where appropriate of any approved Mentor-Protégé program established hereafter by D A S N Y 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 D A S N Y 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 CONSTRUCTION

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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 ("BCTC" or "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 engaged by DASNY that engages Prime Contractors, 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; the "Dormitory Authority of the State of New York is referred to as "DASNY"; the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the "BCTC" or "Council;" the work covered by this Agreement (as defined in Article 3) is referred to as "Project Work;" and "Local community residents" shall mean residents of the zip codes as set forth in the contract between DASNY and the General Contractor or Construction Manager for the Project.

#### **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 authorized officer of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR; and (3) the Agreement is

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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 (each a "CBA"), 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. The CBAs of the affiliated local unions that cover a particular type of construction work as set forth in the Schedule "A" shall be deemed the Schedule "A" CBAs under this Agreement.

Subject to the foregoing, where a subject covered by the provisions of this Agreement is

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also covered by a Schedule A CBA, 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 with respect to the Project unless endorsed in writing by DASNY. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the Project Work. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing Project Work.

It is further agreed that where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop 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.

### **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. DASNY AND THE CONSTRUCTION MANAGER OR GENERAL CONTRACTOR**

DASNY and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR each 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 Agreement by any Contractor. DASNY 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 DASNY and of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR in determining which Contractors shall be awarded contracts for Project Work. It is further understood that DASNY has sole discretion at any time to terminate, delay or suspend the Project Work, in whole or part, provided that in the event the Project 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

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agrees to become party to this Agreement.

### **SECTION 9. LOCAL COLLECTIVE BARGAINING AGREEMENTS**

Each Local Union agrees to provide D A S N Y and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR with a complete copy of its local CBA(s) listed on Schedule "A" within ten business days of its receipt of a request from DASNY 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 DASNY, or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. Such work shall mean any and all contracts that predominately involve the construction, renovation, repair, alteration, rehabilitation, or expansion of any temporary or permanent building, facility, or structure that DASNY is engaged to perform. This work will include, but not be limited to, demolition, site work, asbestos and lead abatement, painting services, carpentry services, and carpet removal and installation, to the extent incidental to such construction, renovation, or rehabilitation. Project Work does not include and this PLA shall not apply to : (i) work valued at \$100,000 or less, of an architect or engineer or a subcontractor of an architect or engineer to explore existing conditions prior to completion of bid documents for covered work; or (ii) contracts for work performed in connection with any and all mentor protégé programs established pursuant to New York State Executive Law Articles 15-A or 17-b involving minority, women or service-disabled veterans-owned business contractors, provided such contracts have a value of three million dollars (\$3,000,000.00) or less; except to the extent that a mentor contractor not



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otherwise bound to a Schedule “A” CBA chooses, on a job-by-job basis, to work under the terms of the PLA. No construction work within the craft jurisdiction of any affiliated local union shall be excluded unless specifically set forth in this Agreement. Project Work shall also include JOCS contracts and requirement contracts.

### **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 January 1, 2024, and (2) let for bid prior to December 31, 2028, 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 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 D A S N Y , State of New York (“State”), or any other municipal or State Authority, agency or entity, or employees of any other public employer, even though

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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" CBA;

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 with DASNY or its Client, or any of DASNY's other professional consultants; and

H. Employees engaged in on-site maintenance of installed equipment or 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 DASNY, 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 DASNY and nothing contained herein shall be construed to prohibit or restrict DASNY 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

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established in the Local Unions' area CBAs. Contractors and subcontractors unfamiliar with the union referral systems and hiring halls may initiate contact with the appropriate trade(s) pursuant to the trade contact list annexed hereto as Exhibit "1". 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 applicants for cause 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:

- (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

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basis.

C. A certified MWBE/SDVOB 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 365 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/SDVOB’s core employees may be the 1<sup>st</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 8<sup>th</sup>, and 10<sup>th</sup> selections. In any case where the first two or more employees are not hired simultaneously, the MWBE/SDVOB’s core employees may be the 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 8<sup>th</sup> and 10<sup>th</sup> selections.
- 2) For subcontracts up to \$2,000,000 in any case where the first two or more employees are hired simultaneously, the certified MWBE/SDVOB’s core employees may be the 1<sup>st</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 8<sup>th</sup>, and 10<sup>th</sup> selections. In any case where the first two or more employees are not hired simultaneously, the MWBE/SDVOB’s core employees may be the 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 8<sup>th</sup>, and 10<sup>th</sup> selections.

E. DASNY and/or the Construction Manager or General Contractor shall provide the BCTC and the Local Unions with a list of certified MWBE/SDVOB contractors.

F. Where a certified MWBE/SDVOB Contractor voluntarily enters into a CBA with a Local 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

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standards of proficiency for admission.

G. 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 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 by DASNY or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and outreach programs to the community describing opportunities available as a result of the Project.

H. 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 affiliate receiving such a request will process the request expeditiously and will refer local community residents, to the extent available, to the requesting Contractor. DASNY, 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 DASNY, 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

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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. All matters related to referral and hiring of local community residents may be submitted to and addressed by the Labor Management Committee provided for in Article 8 herein.

I. To the extent permitted by the local union referral systems, employees affiliated with a local union working for a certified MWBE/SDVOB Contractor under the terms of this Agreement may be requested by the certified MWBE/SDVOB non-union contractor by name to transfer with that contractor to any other job governed by this Agreement, or an Agreement substantially similar to this Agreement governing DASNY'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 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, female or SDVOB applicants in percentages equaling the workforce participation goals adopted by DASNY and set forth in DASNY's bid specifications, within 48 hours of the request for

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same, the Contractor may employ qualified minority, female or SDVOB applicants from any other available source. The parties will cooperate and the Local Unions will use their best efforts to assist contractors to meet the DASNY workforce participation goals for minority, female and SDVOB workers for all crafts as set forth in the contract documents between DASNY and the CONSTRUCTION MANAGER or GENERAL CONTRACTOR.

### **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. 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" CBA and provided that all craft forepersons shall be experienced and qualified journey persons 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 CBA 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



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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 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" CBA 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" CBA provision, such provision shall be recognized to the extent the

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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**

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 DASNY or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, including standard restrictions related to security and access to the site that are equally applicable to DASNY 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, DASNY 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

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may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" CBA that includes a lawful union standards and practices clause, then such clause as set forth in Schedule "A" CBAs will be complied with, unless there is a lawful contract specification issued by DASNY in accordance with D A S N Y ' S Procurement Policy and 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" CBA 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 similar 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 DASNY and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR at any Project Work site or otherwise interferes with the operations of DASNY's construction Client. In addition, failure of any Union or employee to cross any picket line

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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, DASNY 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**

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

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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 DASNY 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 MWBE/SDVOB's and workforce participation goals for minority and female employees; and 6) review the administration of the local referral registry, requests under Article 4, Section 2, paragraph G, and/or all matters related to the referral and hiring of local community residents.

**SECTION 2. COMPOSITION**

The Committee shall be jointly chaired by the President of DASNYD, 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/SDVOB 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 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.



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(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 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 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

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agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented 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 DASNY AND/OR CONSTRUCTION MANAGER OR GENERAL CONTRACTOR**

DASNY and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, 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**

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

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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” CBAs, 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 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

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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 D A S N Y and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR with a complete copy of the governing documents for each Trust Fund within ten (10) business days of a request for such documents.

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 DASNY, 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

## DASNY 2024-2028 PLA

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 and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the Delinquent Contractor, which payment shall, as between the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the Delinquent Contractor, be deemed a payment by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR to the Delinquent Contractor. The Union or its employee benefit fund funds shall include in such notification only such amount it asserts the Delinquent Contractor failed to pay on Project Work and the Union or its employee benefit funds may not include in its notification any amount such Delinquent Contractor may have failed to pay on any other project. In the event that a Union and/or its employee benefit funds notifies DASNY, CONSTRUCTION MANAGER OR GENERAL CONTRACTOR that a contractor is delinquent in fringe benefit contributions pursuant to this section, including where the Delinquent Contractor disputes that it owes the Union or fringe benefit funds the amount claimed to be owed, then such dispute shall be considered a claim within the meaning of Section 139-f (2) of the State Finance Law. Pursuant to Section 139(f) (2) of the State Finance Law, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Prime Contractor is required to withhold from payment to the Delinquent Contractor the amount of the claim until the claim has been suitably discharged.

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

#### **SECTION 1. WORK WEEK AND WORKDAY**

A. The standard work week shall consist of 40 hours of work at straight time rates, Monday through Friday, 8 hours per day, plus ½ hour unpaid lunch period.

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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. for an eight (8) hour day, and up to 7:30 p.m. for a ten (10) hour day. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by DASNY'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 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.

D. **For Renovation and Rehabilitation Projects Only.** Notwithstanding any other provision of this Agreement, at the commencement of any renovation or rehabilitation project, and with DASNY's approval, a contractor may schedule at the commencement of the job, a four day work week, ten (10) hours per day, four consecutive days, Monday through Thursday at straight time rates.

## SECTION 2. OVERTIME

For new construction Project Work, 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

## DASNY 2024-2028 PLA

at time and one half (1 ½) All overtime work performed on Sunday and Holidays will be paid per Schedule "A" CBA. 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.

For renovation and rehabilitation Project Work, overtime shall be paid for any work over eight (8) hours in a day where 5/8s is scheduled, or for work over ten (10) hours in a day where 4/10s is scheduled and over forty (40) hours in a week and will be paid at time and one half (1 ½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid per Schedule "A" CBA. 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

## DASNY 2024-2028 PLA

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 workdays and with not less than five (5) workdays 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 for onsite work 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 DASNY phasing plans on the project. There shall be no reduction in shift hour work. Shift work shall be paid in accordance with Schedule "A" CBA.

- **For Renovation and Rehabilitation Project Work Only.** With respect to second and third shift work, there shall be a five percent (5%) shift premium unless a Schedule "A" CBA provides for a lesser rate on shifts.

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 nine (9) recognized holidays on the Project:

New Year's Day	Labor Day
Martin Luther King Day	President's Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Christmas Day	

All said holidays shall be observed on the calendar date except those holidays which



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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" CBA.

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 Year's Eve shall be observed pursuant to the Schedule "A" Agreements.

### **SECTION 5. SATURDAY WORK**

A. For new construction Project Work, the Contractor may schedule a Saturday work day and such time shall be scheduled and paid at time and one half (1 ½) unless the applicable Schedule "A" CBA permits a straight time rate.

B. **For Renovation and Rehabilitation Project Work Only**, where severe weather resulting in a state or local officially declared weather emergency, power failure, fire or natural disaster or other similar circumstances beyond the control of the Contractor, results in the loss of an entire work day on a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day and such time shall be scheduled and paid as if performed on a weekday. Any other Saturday work shall be paid at time and one half (1 ½) unless the applicable Schedule "A" CBA permits a straight time rate. The Contractor shall notify the Local Union on the missed day or as soon thereafter as practical if such make-up day is to be worked.

### **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,

## DASNY 2024-2028 PLA

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 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" CBA requires a full week's 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

## DASNY 2024-2028 PLA

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 ½-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.

**For Renovation and Rehabilitation Project Work Only**, where 4/10s are being

worked, there shall be a morning and afternoon coffee break.

## **ARTICLE 13 - APPRENTICES**

### **SECTION 1. RATIOS**

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, service-disabled veterans, and economically disadvantaged , 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" CBA. 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

## DASNY 2024-2028 PLA

obligations under the law. Failure to do so will be grounds for discipline, including discharge.

### **SECTION 2. CONTRACTOR RULES**

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 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, 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 WORKDAY**

All working shifts commence at the staging area designated for the trade by the CONSTRUCTION MANAGER or GENERAL CONTRACTOR, which may be located and/or relocated within the discretion of the CONSTRUCTION MANAGER or GENERAL CONTRACTOR to an area of floor that provides the most efficiency ("mobile shanties"). It is the CONSTRUCTION MANAGER or GENERAL CONTRACTOR'S responsibility to provide adequate transportation/hoisting so that travel time to the staging area takes no more than fifteen minutes. The parties will cooperate to increase efficiency in this regard.

## **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,

## DASNY 2024-2028 PLA

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 DASNY'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 DASNY, 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 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 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**

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 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.

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DASNY 2024-2028 PLA

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

effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

BY: Gary LaBarbera  
**GARY LABARBERA, President**

**[CONSTRUCTION MANAGER OR GENERAL**

**CONTRACTOR] BY: \_\_\_\_\_**  
**Executive Officer**

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**AFFILIATE SIGNATURES TO FOLLOW**

DASNY 2024-2028 PLA

**FOR THE LOCAL UNIONS:**

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT**

---

TO: Tom Ryan, Business Manager – International Brotherhood of Boilermakers, Iron  
Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO,  
Local Lodge No. 5

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Thomas F. Ryan  
Signature

01/03/2024  
Date

Tom Ryan  
Print name

BM-ST Boilermakers Local 5  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Jack Argila, Business Manager – Bricklayers and Allied Craftworkers,  
Local Union No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

  
Date



Print name



Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Carmine D'Amato, Business Manager – Building Concrete & Excavating  
Laborers,  
Local Union No. 731

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

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Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

  
Date



Print name



Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Joseph Geiger, Executive Secretary Treasurer – N.Y.C. and Vicinity District  
Council of Carpenters

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

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The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
Signature

1/9/24  
Date

Joseph Geiger  
Print name

EST  
Title and Local



DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Gino Castignoli, Business Manager – Cement Masons Local Union No. 780

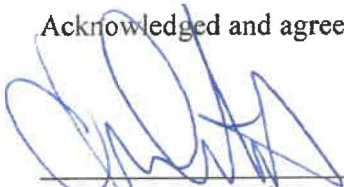


FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

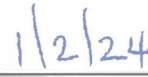
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Acknowledged and agreed to by:

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print name  
  
\_\_\_\_\_  
Title and Local

  
\_\_\_\_\_  
Date

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Angelo Angelone, Business Manager – Concrete Workers District Council No. 16

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
\_\_\_\_\_  
Signature

Jan 4, 2024  
Date

Angelo Angelone  
Print name

President, Business Manager, CCWDC16  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Angelo Angelone, Business Manager – Concrete Workers District Council No. 16

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
\_\_\_\_\_  
Signature

Jan. 4, 2024  
Date

Angelo Angelone  
\_\_\_\_\_  
Print name

President, Business Manager, CCWDC16  
\_\_\_\_\_  
Title and Local



DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Pawel Gruchacz – Asbestos, Lead & Hazardous Waste, Laborers  
Local Union No. 78

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
Signature

01/18/2024  
Date

Pawel Gruchacz  
Print name

Business Manager, Local 78  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Mike Prohaska, Business Manager – Construction & General Building Laborers  
Local Union No. 79

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Michael Prohaska  
Signature

1/11/2024  
Date

Michael Prohaska  
Print name

Business Manager Local 79  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: William D. Hayes, Business Manager – Derrickmen and Riggers Local  
Union No. 197

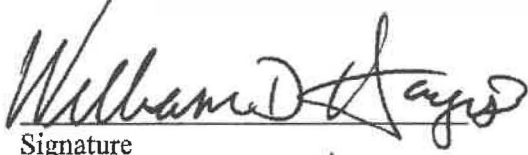
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
Signature

1-19-24  
Date

William D. Hayes  
Print name

ES-T/Business Manager Local 197  
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Christopher Erikson, Business Manager – International Brotherhood of Electrical  
Workers, Local Union No. 3

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

01/03/2024

Date

Christopher Erikson

Print name

Business Manager, Local 3 IBEW

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Lenny Legotte, Business Manager – International Union of Elevator Constructors,  
Local Union No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
Signature

01/02/2024

Date

Lenny Legotte  
Print name

President / Business Manager  
Title and Local



DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: John Jovic, Business Manager – Heat & Frost Insulators & Allied Workers,  
Local Union No. 12

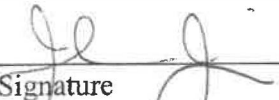
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
\_\_\_\_\_  
Signature

1/3/2024  
\_\_\_\_\_  
Date

John Jovic  
\_\_\_\_\_  
Print name

BM/FST Local 12  
\_\_\_\_\_  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Jaime Soto, Business Manager – Heat & Frost Insulators & Allied Workers  
Local Union No. 12A


FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

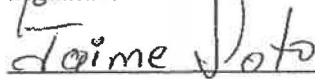
The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Keith J. Loscalzo, Business Manager - Laborers Local 1010

FROM: Gary LaBarbera, President - Building and Construction Trades Council of  
Greater New York and Vicinity.

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
Signature

JANUARY 2, 2024  
Date

Keith J. Loscalzo

Print Name

Business Manager, Laborers' Local 1010

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Peter Myers, President – New York State Iron Workers District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
Signature

01/09/24.  
Date

PETER MYERS  
Print name

NYS IRON WORKERS DISTRICT COUNCIL, PRESIDENT.  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Daniel Doyle, Business Manager – Structural Iron Workers, Local Union No. 40

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Daniel D. Doyle  
Signature

1-11-23  
Date

DANIEL D. DOYLE  
Print name

BUSINESS MANAGER / I.S.T.  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Matthew Chartrand, Business Manager – Structural Iron Workers. Local Union  
No. 361

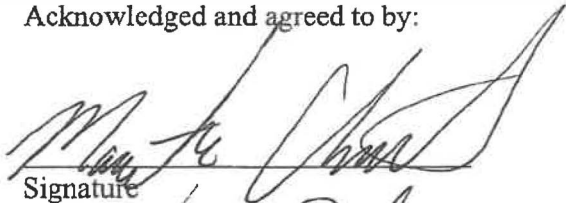
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

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Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
Signature

  
Date

  
Print name

  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: David Bolger, Business Manager – Mason Tenders District Council

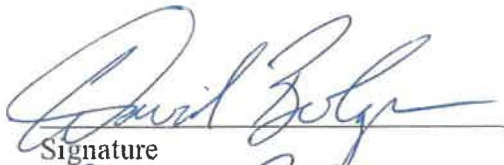
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

---

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Acknowledged and agreed to by:

  
Signature

1/3/2024  
Date

David Bolger  
Print name

Business Manager, Mason Tenders D.C.  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Michael Anderson, Business Manager - Metallic Lathers & Reinforcing  
Ironworkers, Local No. 46

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Michael Anderson

Signature

1/3/24

Date

Michael Anderson

Print name

Business Manager

Title and Local



DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Joseph Nolan,, Business Manager – Ornamental Iron Workers,  
Local Union No. 580

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

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Acknowledged and agreed to by:



Signature

JOSEPH NOLAN

Print name

BUSINESS MANAGER / FST

Title and Local

1/9/24

Date

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Joseph Azzopardi, Business Manager – Glaziers No. 1087, District Council 9

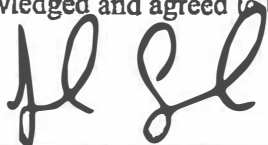
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

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Acknowledged and agreed to by:

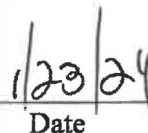


Signature

**Joseph Azzopardi**

**Business Manager/Secretary Treasurer - DC9**

Print name



Date

---

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Joseph Azzopardi, Business Manager -- Painters, District Council No. 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

11/23/24  
Date

Print name

**Joseph Azzopardi**  
Business Manager/Secretary Treasurer - DC9

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Joseph Azzopardi, Business Manager – Metal Polishers, Local Union No. 8A-  
28A; District Council No. 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature



Date

Print name

**Joseph Azzopardi**  
**Business Manager/Secretary Treasurer - DC9**

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Joseph Azzopardi, Business Manager – Drywall Tapers Local Union No 1974,  
District Council 9

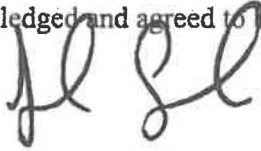
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

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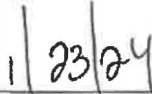
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Acknowledged and agreed to by:



Signature



Date

Print name

**Joseph Azzopardi**  
**Business Manager/Secretary Treasurer - DC9**

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Joseph Azzopardi, Business Manager – Bridge & Structural Steel Painters, Local  
Union No. 806, District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

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Acknowledged and agreed to by:



Signature



Date

Print name

**Joseph Azzopardi**  
**Business Manager/Secretary Treasurer - DC9**

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Dale Alleyne, Business Manager – Operative Plasterers Local Union No. 262

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
Signature

1-2-23  
Date

Dale Alleyne  
Print name

Business Manager LUL 262  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Paul O'Connor, Business Manager – UA Plumbers Local Union No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Paul O'Connor  
Signature

1/4/24  
Date

PAUL O'CONNOR  
Print name

Business Manager UA Local #1  
Title and Local



DASNY 2024-2028 PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT**

---

**TO:** Daniel L. Wright, President/Principal Officer – Private Sanitation, Teamsters  
Local Union No. 813

**FROM:** Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

JAN 24 2024

Date

**Daniel L. Wright**

Print name

**President**

LOCAL 813, I.B.T.

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Nicolas Siciliano, Business Manager – Roofers & Waterproofers,  
Local Union No. 8

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

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The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

1/18/24  
Date

Nick Siciliano

Print name

Business Manager Roofers + WP Local 8

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Eric Meslin, President/Business Manager – Sheet Metal Workers,  
Local Union No. 28

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

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The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

*Eric Meslin*

Signature

*1/5/24*

Date

*Eric Meslin*

Print name

*President and Business Manager Sheet Metal Workers' Local 28*

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Dante Dano, President/Business Manager – Sheet Metal Workers,  
Local Union No. 137

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

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The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
Signature

01/03/2024

Date

Dante Dano, Jr. "SIGNS & GRAPHICS"  
Print name

President/ Business Manager- SMART Local 137  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Robert Bartels, Jr., Business Manager – UA Steamfitters, Local Union No. 638

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Robert J. Bartels Jr.

Signature

1/2/24

Date

Robert J. Bartels, Jr.

Print name

Business Manager - 638

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Thomas Gesualdi, President – Teamsters, Local Union No. 282

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater  
New York and Vicinity

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

  
Signature

  
Date

  
Print name

  
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: William A. Hill, President – Tile, Marble & Terrazzo, B.A.C. Local Union No. 7

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

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The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Matthew Gup  
Signature

1/24/2025  
Date

MATTHEW GUP  
Print name

SECRETARY TREASURER BAC LOCAL #7 T.M.T  
Title and Local

**DASNY NEW CONSTRUCTION PLA**

**SCHEDULE "A" - CBAs**

<b>Union</b>	<b>Current Agreement w/</b>
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
Bricklayers Local 1 of the International Union of Bricklayers and Allied Craftworkers	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Painters Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Elevator Constructors Local 1 of NY and NJ	ThyssenKrupp Elevator Corporation
Elevator Constructors Local 1 of NY and NJ	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	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	Member of the General Contractors Association of New York, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.



# DASNY NEW CONSTRUCTION PLA

International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise Contract	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	General Contractors Association
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	Independent
Local 8 Roofers, Waterproofers & Allied Workers	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	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	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Building Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Interior Demolition Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	NYCDCA
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Environmental Contractors Association

# DASNY NEW CONSTRUCTION PLA

Mason Tenders DC & Laborers' International Union – Local 78 & 79	ABMC
Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	<u>The Association of Master Painters &amp; Decorators of NY, Inc. and The Association of Wall, Ceiling &amp; Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association</u>
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
The Cement Masons' Union, Local 780	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY

# DASNY NEW CONSTRUCTION PLA

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	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	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	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	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	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association

## DASNY NEW CONSTRUCTION PLA

The District <u>Council of New York</u> City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association Local 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association

## DASNY NEW CONSTRUCTION PLA

### EXHIBIT “A” - LETTER OF ASSENT

#### Project Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the DASNY Project Labor Agreement (“Project Labor Agreement”) as such Project Labor 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 as defined in the Project Labor Agreement (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 Project Labor 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 and applicable collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement.
- (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;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Project Labor 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 engages to work on the PROJECT. Labor harmony disputes/issues shall be subject to the Labor Management Committee’s Pre-Job conference provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in the Project Labor 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.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor or subcontractor)

## DASNY NEW CONSTRUCTION PLA

### EXHIBIT “B” – STANDARD OF EXCELLENCE

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

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 Standard of Excellence.



## Buildsafe NYC Safety Codes of Conduct

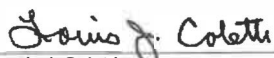
**Mission Statement** – To ensure the safety of all workers and the public by maintaining high standards of the unionized construction industry on all construction projects under the supervision of contractors affiliated with the Building Trades Employers' Association and Building and Construction Trades Council Union Affiliates.

1. BTEA member companies and BCTC unions and their members shall work together in a professional and respectful manner at all times.
2. The workforce shall adhere to the use of personal protective equipment (PPE) usage in accordance with OSHA Guidelines at all times including:
  - a. ANSI compliant Hard Hats (with ratchet suspension) at all times (supplied by employer)
  - b. Construction-type Work Boots at all times
  - c. Long Pants and shirts with at least short sleeves at all times (no shorts or tank tops)
  - d. ANSI compliant Eye Protection shall be worn at all times (supplied by employer)
  - e. Adequate Hearing Protection in their possession and used as needed (supplied by employer)
  - f. High-vis outer garments to be worn on site pursuant to OSHA Guidelines (supplied by employer)
3. CM and Subcontractor management shall implement a fair and consistent disciplinary policy for all site personnel regarding the adherence to site safety rules and requirements. Likewise, a joint labor/management team will periodically assess project wide implementation of these Codes.
4. CM firms shall maintain clean and functioning workforce restrooms, hygiene facilities and housekeeping, initially and throughout the duration of the project. Management and workforce shall make all efforts to keep the facilities graffiti free.
5. All personnel shall adhere to a strict policy against drug and alcohol possession and use on sites and during hours of work.
6. All workers must complete a job specific Project Safety Orientation Class prior to beginning work on every major project. Workers shall present either a valid OSHA 10 or 30 card within 5 years of date of issue in addition to all certifications and proof of safety training for trade specific tasks they will be engaging in on the project. Worker certifications of safety training for specific tasks such as fire watch, flagmen, and safety attendant must be verified. All personnel must have and be able to show a valid OSHA 10 card with them at all times.

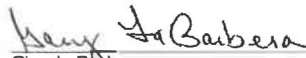
## DASNY NEW CONSTRUCTION PLA

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7. Management will create a method for expedited entry procedures to allow access to project sites for general contractors, subcontractors and labor. Labor representatives shall be provided with site access immediately. The Building Trades Employers' Association and the Building and Construction Trades Council Union Affiliates will endeavor to develop a universal job access badge for Union representatives..
8. No unauthorized cell phones, portable media devices, radios, or other devices that limit hearing and attention shall be used while working on sites.
9. Ground Fault Circuit Interrupters (GFCI) will be used on all power tools and extension cords.
10. Union trade representatives shall participate in a regularly scheduled site safety meeting on all projects regardless of size.
11. Extreme effort shall be made to isolate the public from all construction activity. Specifically, systems shall be put in place to control falling materials and pedestrian exposure. This should be a top priority for the entire project workforce.
12. Workers shall honor security access control systems to establish entry to sites by authorized personnel only, where applicable.
13. Fall protection management shall be a top project priority. Workers shall maintain and use necessary fall protection systems and procedures where appropriate. Engineering controls and work methods which eliminate, guard, or otherwise control fall hazards shall take priority over personal fall arrest system usage.
14. Where hazardous materials are present, projects shall implement efforts to communicate and control potential exposure to the workforce.
15. No smoking at any time anywhere on the construction site per Department of Buildings rules and regulations.
16. All incidents/accidents, or unsafe working conditions should be immediately reported to supervisors.



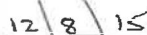
Louis J. Coletti  
President & CEO  
Building Trades Employers' Association



Gary LaBarbera  
President  
Building and Construction Trades Council



Date



Date



## DASNY NEW CONSTRUCTION PLA

### EXHIBIT “C” – DRUG AND ALCOHOL POLICY

#### PREAMBLE

WHEREAS, Dormitory Authority of the State of New York, as Sponsor (“Sponsor”) \_\_\_\_\_ (“Project”) desires to provide for a safe, drug and alcohol-free work site for the Project;

WHEREAS, the parties have entered into a separate Project Labor Agreement for the Project and have agreed to negotiate in good faith a Project Drug & Alcohol Testing Policy;

WHEREAS, this Testing Policy is collectively negotiated between \_\_\_\_\_ the (“CM”) and the New York City Building and Construction Trades Council (“Council”) (the CM and BCTC are collectively referred to hereafter as the “Parties”);

WHEREAS, the Parties each currently have respective drug and alcohol policies, including the Projects' Zero-Tolerance policy;

WHEREAS, the Parties desire to maximize project safety conditions for the Project personnel and public, as well as deter violations of the Parties' respective drug and alcohol policies;

NOW, THEREFORE, the Parties agree to this Policy as of the date hereof,

#### ARTICLE 1 - PARTIES

This Drug & Alcohol Testing Policy (“Policy”) is hereby established by the CM and the Council, on behalf of itself and its affiliated local union members, and the signatory local unions on behalf of themselves and their members.

#### ARTICLE 2-GENERAL CONDITIONS

##### SECTION 2.1 - SUMMARY

In order to reinforce the Parties' respective drug and alcohol policies, including the Projects' zero tolerance policy regarding the prohibition of the use of drugs and alcohol, and to deter Project personnel from violating those policies, the Parties agree that all Project Personnel (defined later) will be required to submit to drug and/or alcohol testing randomly, post-accident, and for reasonable suspicion.

Any individual on site that violates this Policy is subject to disciplinary action, including, without limitation, loss of site access privileges.

##### SECTION 2. 2- REVOCATION OF PROJECT ACCESS PRIVILEGES

Any one of the following occurrences will result in the immediate revocation of a Project Personnel's project access privileges:

1. An individual is found selling or using drugs or alcohol, or otherwise is under the influence of drugs or alcohol, subject to the other terms of this Policy, on a Project Site;
2. An individual has been convicted under any criminal drug or alcohol statute for a violation occurring in the workplace within the past two years;
3. An individual who refuses to abide by the Projects' drug and alcohol policy, or refuses to submit to a test in accordance with this Policy;
4. An individual who switches, adulterates, or in any way tampers with a specimen

## DASNY NEW CONSTRUCTION PLA

required to be submitted in accordance with this Policy.

### SECTION 2.3 - DEFINITIONS

Confirmed Positive Test: The presence of drugs, drug metabolites, or alcohol in a person's body that equals or exceeds the established cut off levels as defined in Exhibit I. For drugs, the sample will have undergone Laboratory screening and confirmation testing and must have been verified as positive by a Medical Review Officer. A positive test result for alcohol obtained through Evidential Breath Testing is considered a Confirmed Positive Test.

Employee Assistance Program (EAP): An EAP is generally considered a workplace-based, confidential program designed to help employees deal effectively with a variety of personal problems, and, of relevance to this policy, substance abuse problems. The EAP promotes assessments and short-term counseling. An EAP shall also include any similar education or rehabilitation program provided by the Council or its respective members. The Project Personnel that are required to participate in the EAP shall be responsible for the cost of their consultation with an EAP and/or participation in any education or rehabilitation program.

Evidential Breath Testing Device (EBT): A device that is used to measure alcohol in the breath and which meets National Highway Traffic Safety Administration's specifications for precision and accuracy.

Laboratory: A laboratory that is SAMHSA (Substance Abuse and Mental Health Services Administration) certified for the testing of drugs.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug testing plan who has knowledge of substance abuse disorders and medical training to interpret and evaluate a donor's confirmed positive test result together with his/her medical history and all other relevant information.

Previous Worker: All individuals whose employment relationship with the contractor, company or organization no longer exists.

Project Site: The construction area for respective Project.

Reasonable Suspicion: When a qualified trade contractor, the Sponsor or CM as set forth in Section 3.7, reasonably believes that an individual has violated this Policy. Reasonable suspicion is based upon (1) specific, current, behavioral or performance indicators, (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs, drug paraphernalia, or alcohol, or (3) documented investigation by an agency retained by, or otherwise independent from, the Sponsor or CM.

### SECTION 2.4 - INCLUDED SUBJECTS

This Policy shall cover all employees of the Sponsor, Construction Manager and Project trade contractors, their subcontractors and any other of their respective personnel at any level that are performing any activity at a Project Site, inclusive of managers, superintendents and supervisors, except as specifically excluded by Section 2.5 of this Policy (collectively and singularly, "Project Personnel").

### SECTION 2.5 - EXCLUDED SUBJECTS

The following persons are not subject to the provisions of this Policy:

- A. Employees and entities engaged in off-site manufacture, modifications, repair,

## DASNY NEW CONSTRUCTION PLA

maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery;

- B. Vendors and employees of vendors engaged on a Project Site in equipment testing, inspection, training, warranty work, or engaged in corrections of defective or nonconforming work, unless such employees are expressly included in the bargaining unit of a local signatory to this Agreement;
- C. Employees engaged in ancillary work on a Project which is performed by third parties, such as electric utilities, gas utilities, telephone companies, and railroads, or any other work not constituting Project work;
- D. Employees of any governmental authority (state, local or otherwise);
- E. Employees and contractors engaged in work on the Project Site as part of due diligence or monitoring, which work is ancillary to Project work; and
- F. Emergency responders.

### SECTION 2.6 - PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The use of prescription drugs not prescribed directly to Project Personnel is prohibited, including the use of drugs prescribed to a spouse or domestic partner. The use of non-prescription drugs that are sold outside the United States and that contain substances that are illegal or require a prescription in the United States are prohibited, unless prescribed by a licensed physician.

### SECTION 2.7 - SEARCHES

In order for the CM to ensure the safety of Project Personnel and for the CM to protect its assets, the CM shall have the right upon good cause (such as reasonable suspicion of a violation of this Policy) to conduct reasonable searches for alcohol, drugs and related paraphernalia anywhere within the boundaries of a Project Site. A search may include any assets owned or leased by any Project Personnel that is on a Project Site, including without limitation, vehicles, lockers, gang boxes, desks and personal property brought onto a Project Site, but excluding personal body searches or physical contact with employees.

## ARTICLE 3 - DRUG & ALCOHOL TESTING

### SECTION 3.1 - COLLECTION PROCESS

As of June 01, 2019, Project Personnel may be required to submit urine samples ("Preliminary Drug Screening") for the purpose of detecting the presence of drugs as part of the random, post-accident or reasonable suspicion testing, in accordance with chain of custody protocols as established by Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing an instant result test cup for Preliminary Drug Screenings, such testing is to be performed on-site by an independent service provider. The results from the instant result test cup will be considered preliminary. The sample will be sent to a SAMHSA certified testing laboratory for confirmation.

As of the date hereof, all Project Personnel will be required to submit to an Evidential Breath Test (EBT) for the purpose of detecting the presence of alcohol when submitting to random, post-accident or reasonable suspicion testing. Alcohol testing will not be conducted for pre-access testing.

### SECTION 3.2 - NEGATIVE PRELIMINARY DRUG SCREENING

Project Personnel with a negative Preliminary Drug Screening will be considered conditionally accepted for Project site access, pending confirming laboratory results. Site access privileges will be

## DASNY NEW CONSTRUCTION PLA

revoked if the subsequent laboratory results determine that the sample has tested positive for drugs or that the sample has been adulterated.

### SECTION 3.3 POSITIVE PRELIMINARY DRUG SCREENING

If the Preliminary Drug Screening indicates a positive result, the individual will not be allowed access to the Project Site. The sample will be sent to the certified laboratory for analysis and, if applicable, reviewed by the Medical Review Officer (MRO). If the laboratory confirmation results are also positive, the individual will be considered in violation of this Policy and their site access will be revoked for at least 30 days. If the laboratory confirmation results are negative, the Project Personnel's site access will not be revoked.

### SECTION 3.4 CONFIRMED POSITIVE TEST RESULTS

#### A. POSITIVE DRUG TEST

A drug test is considered positive if the test results exceed the limits shown in Exhibit 1, which is attached hereto and incorporated herein by reference. The test will be confirmed through a second analysis process and reviewed by an MRO before results are reported. Project Personnel with confirmed positive drug test results will have their site access revoked. In case of a "false positive" result, any such Personnel shall be entitled to the reimbursement of any wages lost during the suspension caused by any such false positive result.

#### B. POSITIVE EBT

An EBT is considered positive if the test results exceed .04 BrAC, or as otherwise set forth in Exhibit 1. Project Personnel with a positive alcohol test result will be subject to the remedies set forth in Exhibit 1.

#### C. REINSTATEMENT OF SITE ACCESS PRIVILEGES

(a) Subject to section 3.4(C)(a) immediately below, if the site access of a Project Personnel has been revoked pursuant to this Policy, then any such person may request that their site access be reinstated after 30 days, provided that all of the following conditions are met to the reasonable satisfaction of the CM. :

1. The individual has provided proof of wellness from an accredited rehabilitation facility or has provided proof that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse.
2. A current drug and alcohol test are obtained within three (3) days of the request for re-access to the site and proof of a negative test result has been received; and
3. The individual agrees to submit to multiple testing for two (2) full years from the date of gaining re-access to the project, the scheduling of which will be determined at the sole discretion of the CM. If all of these conditions have been met, the Design-Builder agrees that it will not unreasonably withhold their consent to any such request.

(b) Unlawful possession, concealment, use, purchase, sale, manufacture, dispensation or distribution of illegal drugs or un-prescribed controlled substances on the Project Premises will subject the Project Personnel Employee to immediate removal from the Project Premises and shall bar such Project Personnel Employee from returning for a minimum of three (3) months, which return shall,

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in any event, be subject to the reasonable approval by CM.

(c) All of the Parties agree that any such Project Personnel will only be entitled to any such reinstatement of site access privileges one time and that any subsequent violation of this Policy will result in the permanent termination of access to the Project Site.

### SECTION 3.5 - RANDOM TESTING

A third-party provider designated by the CM will randomly select by an objective criterion a testing pool for random drug and/or alcohol testing from all Project Personnel with site access cards. Any individual selected for a random drug and/or alcohol test will be required to submit to an Evidential Breath Test (EBT) and/or drug test. Individuals may be tested more than once during any given time period. The Parties acknowledge and agree that an EBT may be required without a drug test and that a drug test may be required without an EBT, as solely determined by the CM.

If an individual is unable to attend the first scheduled random drug test as a result of being involved in a work-related task, such drug test will be rescheduled and will be completed at or before the conclusion of such employee's then current work shift. If the second drug test is missed for any reason, the incident will be reviewed by the CM, who shall have the right to terminate the site access privileges of any such Project Personnel until such time as that Project Personnel has complied with this Policy. If the individual refuses to take the test, their access privileges will be immediately terminated for cause.

### SECTION 3.6 - POST ACCIDENT TESTING

After each work-related incident or injury requiring the services of a licensed health care provider, all Project Personnel involved with the incident will be required to submit to a drug and/or alcohol test immediately following the incident. In instances where emergency care is necessary, the drug and/or alcohol test shall be obtained by the care facility, if possible, within 24 hours after treatment is rendered. If more than 48 hours have passed before an injury is reported and treated by a licensed health care provider, an alcohol test will not be required.

In addition, any Project Personnel involved in a non-injury related incident at a Project Site with damages at or in excess of \$200 will be required to submit to a drug and/or alcohol test unless:

- A. It is determined, after conducting an investigation and interviewing all employees involved and any witnesses, that the employee's performance can be completely discounted as a contributing factor to the incident; or
- B. It is determined, after conducting an incident investigation and interviewing all employees and any witnesses that the incident was caused by inadequate equipment or system design, and/or premature failure of equipment or system components.

### SECTION 3.7 - REASONABLE SUSPICION TESTING

All Project Personnel will be required to submit to a drug and/or alcohol test when there is reasonable suspicion the individual has violated this policy.

Reasonable suspicion includes, without limitation, the following:

- A. Violent or irrational behavior;
- B. Emotional or physical unsteadiness;
- C. Sensory or motor-skill malfunctions;
- D. Slurred speech;

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- E. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators;
- F. Possession of alcohol, unauthorized drugs or drug paraphernalia; or
- G. Documented evidence of an independent investigation regarding Project Personnel's consumption of what is reasonably believed to be an alcoholic beverage or drugs in violation of the Project's policies and/or this Policy.

Reasonable suspicion testing may only be ordered by supervisory personnel that: (a) have been trained to recognize the above referenced factors; or (b) have received credible documentary evidence from an independent investigator that a Project Personnel has violated a drug and/or alcohol policy. It is agreed that any certified training program shall satisfy the training requirement.

### SECTION 3.8 - PRIVACY CONSIDERATIONS

The Parties agree to use reasonable efforts to conduct any testing pursuant to this Policy in accordance with the privacy concerns of Project Personnel. To address these concerns, the Parties agree that:

1. The testing station(s) shall be screened off, or otherwise closed off from public view.
2. All documents and information regarding the testing, including test results, shall be maintained by the respective custodian(s) of record in accordance with their respective privacy policies, which any Project Personnel shall be entitled to review upon timely request.
3. The Parties agree to make a good faith effort to resolve any other privacy concern of Project Personnel regarding this Policy, provided that any such concerns do not interfere with the purpose of this Policy.

## ARTICLE 4 – GRIEVANCE

### SECTION 4.1 - REPRESENTED WORKERS

Nothing in this Policy shall restrict a member of a signatory local union from filing a grievance in accordance with the member's collective bargaining agreement or a Project Labor Agreement, provided that the grievance shall be limited to whether the removal of a member for violation of this Policy was conducted in compliance with the terms and conditions set forth herein.

### SECTION 4.2 - HOLD HARMLESS

The Design-Builder agrees to hold harmless and indemnify the Union/Council and its representatives from any liability that may be incurred as a result of the Company's Drug and Alcohol Policy to the extent caused by the negligence or intentional misconduct of the Design-Builder.

IN WITNESS WHEREOF the parties have agreed to this Policy as of \_\_\_\_\_.

FOR CONSTRUCTION MANAGER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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FOR GREATER NEW YORK CITY BUILDING TRADES COUNCIL

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: Gary LaBarbera \_\_\_\_\_

Title: President \_\_\_\_\_

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### EXHIBIT 1

#### CLASS OF DRUGS TESTED AND THEIR RESPECTIVE CUT-OFF LIMITS

The cut-off limits established are those recommended by the U.S. Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

	Screening	Confirmation
	Cut-Off	Cut-off
<u>Drug Class</u>	<u>Limit (ng/ml)</u>	<u>Limit (ng/ml)</u>
Amphetamines	1000	500
Benzoyllecgonine (Cocaine Metabolite)	300	150
Cannabinoids (THC)	50	15
*Opiates	2000	10
Phencyclidine (PCP)	25	25

Confirmation screening is done by means of GC/MS analysis.

\*The GC/MS confirmation for opiates will be for both codeine and morphine separately. If morphine is equal to or greater than 2,000ng/ml then the GC/MS confirmation analysis for 6- acetylmorphine (6-MAM) is at a cut-off level of 10ng/ml.

#### Alcohol Screening

All Project Personnel will be required to submit to an EBT under the random, post-accident, and reasonable suspicion test arenas, for the purpose of detecting presence of alcohol. If this test supports a positive result for presence of alcohol, the Project Personnel will be considered in violation of this Policy.

If the results of the EBT are:

1. Above 0.001 BrAC, but at or below 0.020 BrAC, a second test will be conducted within approximately 15 minutes.
  - If the second BrAC test is less than the first BrAC, the results will be deemed negative and the Project Personnel may return to work, if there are no other outstanding issues.
  - If the second BrAC is increasing, but below 0.04 BrAC, the results will be deemed negative, but the Project Personnel will be sent home for the day and the Construction Manager shall be notified. If a Project Personnel is sent home two times within a six-month period pursuant to this Section I, then any such Project Personnel shall be deemed to have tested positive and will be subject to the applicable remedies set forth in Section 2 below.
2. Above 0.02 BrAC, but below 0.06 BrAC, a second test will be conducted after approximately 15 minutes.
  - Notwithstanding anything set forth above to the contrary, a Project Personnel may elect to voluntarily go home for the day instead of taking a second test and the results will be deemed negative, provided that any such Project Personnel may



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- not voluntarily go home more than once within a twelve month period.
  - If the second BrAC test is at or below 0.02 BrAC, the results will be deemed negative and the Project Personnel may return to work if there are no other outstanding issues.
  - If the second BrAC test is above 0.020, but below 0.06, the results will be deemed positive, the Project Personnel will be sent home for the day and their site access will be revoked for at least five [5] calendar days and until such time as the Project Personnel has been evaluated by an EAP professional skilled in substance abuse and confirmed fit for duty.
  - Any Project Personnel who is deemed positive two times within two years pursuant to this Section 2 will have their site access privileges terminated and will be entitled to the limited relief set forth in Section 3 .4( c) of the Policy.
3. At or above .06 BrAC, the Project Personnel will have their site access privileges terminated, after which they will be entitled to the limited relief set forth in Section 3.4(C) of the Policy