KOSCIUSZKO BRIDGE PROJECT - (BIN 1075699)

PIN X731.24, Contract D900011

DB CONTRACT DOCUMENTS

ADDENDUM #8

November 19, 2013
General Instructions

Delete Page 11 of Instructions to Proposers, General Instructions and substitute with the attached revised Page 11.

Delete Page B-7 of Instructions to Proposers, Appendix B Technical Requirements and substitute with the attached revised Page B-7.

Add Form PAB Appendix 1 to Instructions to Proposers, Appendix D – Forms.

Delete Part 1 DB Agreement, Appendix A – Standard Clauses for New York State Contracts and replace with the attached Appendix A – Standard Clauses for New York State Contracts.

Delete Part 1 DB Agreement, Appendix C – State Prevailing Wage Rates and substitute with the attached revised Appendix C – State Prevailing Wage Rates.

Delete Page 71 of DB Contract Documents, Part 2 – DB Section 100 General Provisions and substitute with the attached revised Page 71.


Delete Pages 43, 44, 49, 50, 51, 56, 57, 62, 84, 96, 97, and 126 of DB Contract Documents, Part 3 – Project Requirements and substitute with the attached revised Pages 43, 44, 49, 50, 51, 56, 57, 62, 84, 96, 97, and 126.

Delete Pages 1 and 4 of DB Contract Documents, Part 4 – Utilities and substitute with the attached revised Pages 1 and 4.

Delete the National Grid Preliminary Utility Agreement in DB Contract Documents, Part 4 – Utilities and substitute with the attached revised National Grid Preliminary Utility Agreement.


Delete Page 1 of DB Contract Documents, Part 7 – Engineering Data and substitute with the attached revised Page 1.
During the term of the Contract, substitutions for Key Personnel cannot be made without NYSDOT approval. Should it become necessary to replace Key Personnel during the term of the Contract, the Design-Builder must provide replacement staff with equal or superior skills and qualifications. Substitute Key Personnel cannot start work on the Project until approved by NYSDOT.

1.16 CHANGES TO THE PROPOSER’S FINANCIAL POSITION OR OWNERSHIP

Proposers shall promptly notify the Department of:

A. any material adverse change in the financial position (including business, assets, financial condition, credit rating and/or surety bonding capacity) of any Principal Participant that was not reflected in and/or differs from its SOQ submission (inclusive of any subsequently required or approved modifications or additions to the Principal Participants described therein); and

B. any direct or indirect transfer of legal or beneficial ownership, or issuance, of the shares (or equivalent ownership interests) of any Principal Participant, following the date of its SOQ submission, that (i) is equal to or greater than 20% of the total shares or (ii) results in ownership of 20% or more of the total shares by an entity that held less than such amount as of the date of such SOQ submission.

Any such notification shall be notarized and be:

A. made by the Proposer’s Representative to the Department’s Designated Representative in writing promptly upon the occurrence of any such change and, in any event, not later than 7 calendar days thereafter.

Irrespective of whether the Proposer provides notice as required under this ITP Section 1.16, the Department may, in their sole discretion:

A. accept any such change if the Proposer still meets the RFQ pass/fail criteria; or

B. if the Proposer does not meet the RFQ pass/fail criteria, does not provide substantially the same or superior strength as demonstrated in the Proposer’s SOQ submission (inclusive of any subsequently required or approved modifications or additions to the Principal Participants described therein), or is unable to avoid any Organizational Conflict of Interest arising from any changes in ownership, then: (i) require mitigating changes to the Proposer’s organization; or (ii) disqualify the Proposer.

1.17 PROJECT LABOR AGREEMENT (PLA)

The Project will include a PLA. The PLA to be entered into between the Design-Builder and the appropriate trade unions is included in Part 5 – Special Provisions. The Department has concluded its PLA due diligence study relative to this Project and is seeking FHWA approval for the inclusion of a PLA for this Project. Pending FHWA approval, if provided, a PLA to be entered into between the Design-Builder and appropriate trade unions will be provided to the Proposers as an Addendum. Any provision in the RFP inconsistent with the provisions of the approved PLA shall be superseded by the PLA to the greatest extent permitted by federal or state law.
In addition, the Proposer should provide colored night time renderings of the proposed lighting concept, along with supporting narratives that address:

E. Spacing and location of poles, types of luminaires, and controls including meeting requirements of New York City Department of Transportation;

F. Aesthetic lighting plans for the main span structure (inclusive of towers, cables, deck, under-structure, and piers), the approach structures, and the bikeway/walkway from all primary perspectives and demonstrating compatibility among these elements;

G. Maintenance access to luminaries and proposed vandalism protection;

H. Proposed methods to address concepts discussed in the Revaluation Statement to minimize impacts on migrating birds; and

I. Proposed methods to meet Dark Sky goals and minimize light spill on the community.

**B3.4.2 Base Project Plus the Option**

The Proposer should provide a Visual Quality and Lighting Plan for the Base project plus the Option that meets all of the requirements outlined in Section B3.4.1 above.

**B3.5 GEOTECHNICAL WORK PLAN**

The Proposer should submit an Initial Geotechnical Work Plan that should include:

A. A summary of the Proposer’s knowledge and understanding of the geotechnical, geologic, hydrogeology and seismic settings of the Project site and how the nature and behavior of the soil, rock, groundwater and subsurface conditions will affect the design and methods of construction;

B. Minimum numbers, depths and types of subsurface investigations that the Proposer would, if awarded the Contract, perform, in order to facilitate the design and construction of the Base Project and the Base Project plus the Option, including a narrative of why the Proposer is proposing the specific subsurface investigations and the in-situ tests and laboratory tests the Proposer intends to perform;

C. Anticipated design approach and method of analysis to determine the site specific seismic response spectra and liquefaction assessment for the design earthquakes.

**B3.6 ENVIRONMENTAL COMPLIANCE PLAN**

The Technical Proposal should provide an Initial Environmental Compliance Plan that describes how the Proposer will comply with applicable environmental and permitting commitments and requirements during the performance of the design and construction Work. The Initial Environmental Compliance Plan should:

A. Describe how the Proposer intends to comply with the Project’s environmental requirements and commitments, including the environmental requirements in the Contract Documents and the EIS. Describe how the Proposer will identify, track, verify and report that these requirements and commitments have been met;

B. Identify the mitigation plans that the Proposer will develop for environmentally sensitive aspects of the Work, addressing potential Work activities related to the natural environment, physical environment, and cultural and historic resources, including the
## Appendix 1 to Labor and Material Bond

**SURETY/CO-SURETIES INFORMATION**

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of
any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,
whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBrade Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal,
legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.
APPENDIX C

STATE PREVAILING WAGE RATES

NYSDOL Form PW-200
SPECIAL NOTE
STATE PREVAILING WAGE RATES

The New York State Department of Labor (NYSDOL) has issued a project-specific prevailing wage rate schedule for this Contract. The New York State Labor Law requires the Contractor and all subcontractors to ensure that all workers employed in the performance of a public work contract are paid not less than the prevailing wage rate and supplemental (fringe) benefits in the locality where the work is performed.

The project-specific prevailing wage rate schedule, together with all updates and amendments, is incorporated by reference in this Contract, and made a part hereof, as though fully set forth herein. The schedule may be accessed by visiting the NYSDOL website, navigating to the appropriate web page for prevailing wages, and entering the Prevailing Rate Case Number (PRC#). The PRC# is found on NYSDOL Form PW-200, the following page in this Contract Proposal. The project-specific prevailing wage rate schedule and all wage rate amendments are annexed electronically through the following link:

www.labor.ny.gov

It is the obligation of the Contractor and all subcontractors to obtain all updated prevailing wage rate schedules and to pay all workers in accordance with the periodic wage rate schedule updates issued by the NYSDOL. Any changes or clarifications of labor classifications, and information on the applicability of particular prevailing wage rates, must be obtained from the Office of the Director of the Bureau of Public Work at the New York State Department of Labor.
Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.
Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8, Section 220-a).

**Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department’s attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

**Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

**Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.
Every employer providing workers, compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

**Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeymen's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

**Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

**Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

**Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

**Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).
The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.
NYS DOT
Anthony Chiffolo, CE2
NYSDOT
POD 23
50 Wolf Road
Albany NY 12232

Schedule Year 2012 through 2013
Date Requested 03/19/2013
PRC# 2013002500

Location Brooklyn Queens Expressway
Project ID# D900011
Project Type Bridge Replacement, PIN X731.24

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail OR fax this form to the office shown at the bottom of this notice, OR fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: ________________________________
Name: ______________________________________________________________
Address: ____________________________________________________________
City: __________________________ State: __________ Zip: __________

Amount of Contract: $__________ Contract Type:
[ ] 01 General Construction
[ ] 02 Heating/Ventilation
[ ] 03 Electrical
[ ] 04 Plumbing
[ ] 05 Other: ______________________
Approximate Starting Date: __/__/____
Approximate Completion Date: __/__/____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

www.labor.state.ny.us. PW 16 PWAsk@labor.state.ny.us
IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.
Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.


3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.
OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.
Construction Industry
Fair Play Act

Required Posting For Labor Law
Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us.
ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:
- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business
Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:
- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:
- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty**
  First Offense: up to $2,500 per employee.
  Subsequent Offense(s): up to $5,000 per employee.

- **Criminal Penalty**
  First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year.
  Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)
WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub*. It also requires contractors and subcontractors to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.
Attention Employees

THIS IS A: PUBLIC WORK PROJECT

If you are employed on this project as a worker, laborer, or mechanic you are entitled to receive the prevailing wage and supplements rate for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

<table>
<thead>
<tr>
<th>Location</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
<td>(518) 457-2744</td>
</tr>
<tr>
<td>Binghamton</td>
<td>(607) 721-8005</td>
</tr>
<tr>
<td>Buffalo</td>
<td>(716) 847-7159</td>
</tr>
<tr>
<td>Garden City</td>
<td>(516) 228-3915</td>
</tr>
<tr>
<td>New York City</td>
<td>(212) 775-3568</td>
</tr>
<tr>
<td>Newburgh</td>
<td>(845) 568-5287</td>
</tr>
<tr>
<td>Patchogue</td>
<td>(631) 687-4882</td>
</tr>
<tr>
<td>Rochester</td>
<td>(585) 258-4505</td>
</tr>
<tr>
<td>Syracuse</td>
<td>(315) 428-4056</td>
</tr>
<tr>
<td>Utica</td>
<td>(315) 793-2314</td>
</tr>
<tr>
<td>White Plains</td>
<td>(914) 997-9507</td>
</tr>
</tbody>
</table>

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: ____________________________

Project Location: ____________________________

PW 101 (10.12)
OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.
Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:
   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtml

2. OSHA Training Institute Education Centers:

   **Rochester Institute of Technology OSHA Education Center**
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   **Atlantic OSHA Training Center**
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~GROUP~AOTCON~10~

   **Atlantic OSHA Training Center**
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail: mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   **Keene State College**
   Manchester, NH
   Leslie Singleton
   e-mail: lsingleton@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:
   www.OutreachTrainers.org
Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (Note: Completion cards do not have an expiration date.)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.
WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.

- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.
IMPORTANT INFORMATION

Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the ‘4 Day / 10 Hour Work Schedule’:

There MUST be a Dispensation of Hours (PW30) in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note: For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)
Instructions for Completing Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30R check to be sure ...

- There is a Dispensation of Hours in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:
- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company’s Phone and Fax numbers; and the Company’s email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:
- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply
    ***Do not write in any additional Classifications or Counties.***

Requestor Information:
- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:
- Mail the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 – OR –
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870
Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ....
There is a Dispensation of Hours in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ....
Mail to NYS/ODL Bureau of Public Work, SOBC, Bldg. 12, Rm. 130, Albany, NY 12240
-or-
Fax to NYS/ODL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: ____________________________ FEIN: ____________________________
Address: _________________________________________________________________
City: __________________ State: _______ Zip Code: _______________________
Phone Number __________________ Fax Number: __________ Email Address: ___________
Contact Person: __________________________________________________________
Phone No: __________________ Fax No: __________ Email: ______________________

Project Information

Project PRC#: ____________________________ Project Name/Type: ____________________________
Exact Location of Project: ___________________________________________________________
County: ____________________________
(If you are Subcontractor)
Prime Contractor Name: ____________________________
Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)
*** Do not write in any additional Classifications or Counties ***

Requestor Information

Name: ____________________________
Title: ____________________________ Date: ____________________________

PW-30R (08 -12)
# Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties ***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Applicable Counties</th>
<th>Check Box</th>
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<tbody>
<tr>
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<td>1042</td>
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<tr>
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<td>Carpenter - Building</td>
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<td>43</td>
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<tr>
<td>Electrician</td>
<td>840Teledata and 840 Z1</td>
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</tr>
</tbody>
</table>
# Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

***Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Applicable Counties</th>
<th>Check Box</th>
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<td>30-Syr</td>
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<td></td>
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</table>

PW-30R (08 -12)  
NYSDOL Bureau of Public Work  
3 of 4
# Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

***Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Applicable Counties</th>
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<tbody>
<tr>
<td>Laborer - Building</td>
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<td>780</td>
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<tr>
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<td>832H</td>
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<tr>
<td>Operating Engineer - Heavy/Highway</td>
<td>137H/H</td>
<td>Putnam, Westchester</td>
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<td>Painter</td>
<td>178 B</td>
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</tr>
<tr>
<td>Painter</td>
<td>178 E</td>
<td>Chemung, Schuyler, Steuben</td>
</tr>
<tr>
<td>Painter</td>
<td>178 O</td>
<td>Delaware, Otsego</td>
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<tr>
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<td>Painter</td>
<td>38 O</td>
<td>Oswego</td>
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<tr>
<td>Painter</td>
<td>4-Buf,Nia,Olean</td>
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<tr>
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<td>Cattaraugus, Chautauqua</td>
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<td>Painter</td>
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<td>Sheetmetal Worker</td>
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</table>

PW-30R (08-12) NYSDOL Bureau of Public Work 4 of 4
New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION  
As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.  
This Form Must Be Typed

Submitted By:   ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:
(Required Only One)

<table>
<thead>
<tr>
<th>A. Public Work Contract to be let by:</th>
<th>B. PROJECT PARTICULARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name and complete address</td>
<td>5. Project Title</td>
</tr>
<tr>
<td>(Check if new or change)</td>
<td>Description of Work</td>
</tr>
<tr>
<td></td>
<td>Contract Identification Number</td>
</tr>
<tr>
<td>Telephone: ( ) Fax: ( )</td>
<td>Note: For NYS units, the OSC Contract No.</td>
</tr>
<tr>
<td>E-Mail:</td>
<td>Location of Project:</td>
</tr>
<tr>
<td></td>
<td>Location on Site</td>
</tr>
<tr>
<td></td>
<td>Route No/Street Address</td>
</tr>
<tr>
<td></td>
<td>Village or City</td>
</tr>
<tr>
<td></td>
<td>Town</td>
</tr>
<tr>
<td></td>
<td>County</td>
</tr>
</tbody>
</table>

2. NY State Units (see Item 5)  
☐ 01 DOT  
☐ 02 OGS  
☐ 03 Dormitory Authority  
☐ 04 State University Construction Fund  
☐ 05 Mental Hygiene Facilities Corp.  
☐ 06 OTHER N.Y. STATE UNIT

3. SEND REPLY TO ☐ check if new or change)  
Name and complete address:

4. SERVICE REQUIRED. Check appropriate box and provide project information.
☐ New Schedule of Wages and Supplements.  
☐ Additional Occupation and/or Redetermination

APPROXIMATE BID DATE:  
PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT:

OFFICE USE ONLY

6. Location of Project:  
Location on Site  
Route No/Street Address  
Village or City  
Town  
County

7. Nature of Project - Check One:  
☐ 1. New Building  
☐ 2. Addition to Existing Structure  
☐ 3. Heavy and Highway Construction (New and Repair)  
☐ 4. New Sewer or Waterline  
☐ 5. Other New Construction (Explain)  
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration  
☐ 7. Demolition  
☐ 8. Building Service Contract

☐ Guard, Watchmen  
☐ Janitors, Porters, Cleaners, Elevator Operators  
☐ Moving furniture and equipment  
☐ Trash and refuse removal  
☐ Window cleaners  
☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?  
YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS
Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading ‘Fiscal Officer’. DOL = NYS Dept. of Labor; NYC = New York City Comptroller’s Office; AG = NYS Attorney General’s Office; DA = County District Attorney’s Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers’ Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>Fiscal Officer</th>
<th>FEIN</th>
<th>EMPLOYER NAME</th>
<th>EMPLOYER DBA NAME</th>
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<td>C/O KAHAN &amp; KAHAN 225 BROADWAY-SUITE 715 NEW YORK NY 10007</td>
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New York State Department of Transportation

DB 104-4  CHANGES IN BASIC PROJECT CONFIGURATION; UTILITY RELOCATIONS; HAZARDOUS MATERIALS; ENVIRONMENTAL MITIGATION

DB 104-4.1  Changes in Basic Project Configuration

The Department acknowledges and agrees that the Design-Builder’s Proposal was based on certain basic information presented by the Department regarding the nature of the Project to be constructed as documented in the RFP. This basic information is considered the Basic Project Configuration. Except as authorized by an Order on Contract, the Design-Builder shall not make any material change in Basic Project Configuration. Non-material Department-Directed Changes may be covered by an Order on Contract whether they are within the parameters of the Basic Project Configuration or not. Non-material Department-Directed Changes may be ordered without any change in the Contract Price or extension of the Contract Time, provided the change is ordered prior to completion of the Definitive Design Review for the affected Design Unit(s).

DB 104-4.1.1  Section Deleted

DB 104-4.1.2  Necessary Basic Project Configuration Change

Notwithstanding the fact that this Contract generally obligates the Design-Builder to undertake all Work necessary to complete the Project without changes in the Contract Price, this DB §104-4.1.2 provides for a change in the Contract Price to be made in conjunction with Necessary Basic Project Configuration Changes. If any Necessary Basic Project Configuration Change increases or decreases the cost of performing the Work, then the Department will issue an Order on Contract to adjust the Contract Price accordingly. Furthermore, if the Design-Builder commences any construction Work affected by the change prior to delivery of appropriate notice of the change to the Department under this DB §104, the Order on Contract shall allow the Department a credit for the cost of any unnecessary Work performed and/or shall exclude any additional costs associated with redoing the Work already performed. The Order on Contract shall also account for any offsets from Orders on Contract previously issued. In the event that the Department approves a Necessary Basic Project Configuration Change that reduces the Design-Builder’s costs, the Order on Contract shall note the amount of cost decrease available for future offsets.

If a Necessary Basic Project Configuration Change results in a Critical Path delay, the Order on Contract may include an appropriate extension of time and/or time-related damages. If a Necessary Basic Project Configuration Change creates float in the schedule thus allowing early completion without additional cost, the Order on Contract shall include an appropriate modification of the contract deadlines accelerating the time for completion.

The notice, recordkeeping and other requirements of DB §§104-7, 108-6, 109-9, 109-10 and 109-15 shall apply with respect to any request to adjust the Contract Price or the Contract Time due to a Necessary Basic Project Configuration Change.
Include in this section the name of the individual assigned to be the Quality Manager.

Include a detailed description of the specific role of the Quality Manager in implementing and ensuring compliance with the Quality Control Plan (QCP) for both design and construction and for coordination with the Department’s QA staff.

4.2 Design Quality Control Engineer

Include in this section the name of the individual assigned to be the Design Quality Control Engineer.

Include a detailed description of the specific role of the Design QC Engineer in implementing and ensuring compliance with the Quality Control Plan and NYSDOT Standards.

4.3 Construction Quality Control Engineer

Include in this section the name of the individual assigned to be the Construction QC Engineer.

Include a detailed description of the specific role of the Construction QC Engineer in implementing and ensuring compliance with the Quality Control Plan and NYSDOT Standards.

4.4 Design and Construction Quality Control Engineers

Include a detailed description of the specific role of the Design and Construction Quality Control Engineer in implementing and ensuring compliance with the Quality Control Plan and NYSDOT Standards. Include a listing of what QC activities the Construction and Design QC Engineers are responsible for and what activities (if any) are not included. As a minimum, the list of QC activities shall include the following:

- Coordination and management of the QC activities and direct implementation of the Construction QC Plan for design and construction
- Determining the staffing requirements for performing the required management and administrative duties for the design and construction QC Engineers
- Identifying project activities that require QC procedures and work with the QC Engineer to define the scope and content of each QC Procedure
- Overseeing QC document management activities to ensure quality records are appropriately maintained and conform to NYSDOT Standards
- Ensuring QC quality records are reviewed and approved by authorized personnel
- Promoting awareness of QC requirements to QC Engineer personnel
- Assuring QC activities are performed by properly qualified personnel or testing firms
- Reviewing and approving Inspection and Testing Plans for specific construction work elements
- Attending Review Meetings as appropriate
- Reviewing, approving and distributing Implementing QC Procedures
- Reviewing and approving internal quality audit reports
- Conducting internal quality spot-checks to verify conformance
The existing Bridge and ramps shall be removed and disposed of as described in Section 22. The Design-Builder may only reuse materials on the Project that meet the requirements for grading and backfill materials. Disposal of obsolete, unsuitable, and surplus material is not allowed within the Right-of-Way and shall be removed. All material to be removed shall become the property of the Design-Builder and shall be disposed of off-site.

In order to close the existing Sgt. Dougherty Playground during construction, the Design-Builder shall provide a fence around the portion of the Playground that has not been acquired by the Department. The fence shall be an 8 foot high chain link fence in accordance with NYSDOT Standard Plans and shall include a locked access gate. The fence shall be located along the Fee line of Map 64 P91 and the property line along Anthony Street. The fence shall be installed at the start of construction and shall remain at Project Completion.

4.3.1 Salvage
The two existing “Kosciuszko Bridge” plaques located on the steel through truss of the Main Span shall be removed and returned to the Department.

4.3.2 Engineer’s Field Office, Laboratory and Equipment
The Design-Builder shall provide a Field Office, Field Laboratory and the related equipment as described in Section 637 of the Standard Specifications for the exclusive use of the Department, Department representatives and consultants for the duration of the Project with the following exceptions:

1. Pager communication equipment and service will not need to be provided.
2. A Two way radio system will not need to be provided.
3. A rain gage will not need to be provided.
4. Mobile Telephones will not need to be provided.

A Type 4 and a Type 5 Field Office shall be required to be provided as described Section 637-2.01 and in Table 637-1 and in Table 637-2.

The Design-Builder shall provide two inspection vehicles for the Department’s use per Section 637-3.10. A Type A Inspection Boat as described in Section 637-2.11 will be required to be provided, however it shall have a minimum length of 18 feet.

The following office technology supplies shall be provided by the Design-Builder as part of the initial setup of the Field Office (additional supplies will be required to be provided over the duration of the construction contract):

Removable Storage Media
Provide one set of the following accessories per computer (desktop or portable) in the office:

- (*) optical discs as needed
- (*) Data media storage containers as follows:
  < 2 containers for 50 CDs, with locking capability (minimum)

Data Storage Media
- (*) USB flash drives as needed
• (*) external hard disk drives as needed

Paper Supplies

• (*) 5000 sheets of 8 ½”x11”, 20# weight, paper suitable for printers and copiers
   (minimum)
• (*) 5000 sheets of 11”x17”, 20# weight, paper suitable for printers and copiers
   (minimum)
• (*) 200 sheets of 8 ½” x 11”, photo quality, printer paper

Copy Machines

• Two copy machines shall be provided that have scanning capabilities with a document feeder capable of holding 50-11x17 sheets. Once copy machine shall be color.

If a specification is followed by "(minimum)" then the stated requirement or better is acceptable. Otherwise, only the stated requirement is acceptable. For accessories proceeded by "(*)", the Contractor shall replenish these items, as required by the Engineer and be of a type, size, quality, and capacity acceptable to the Engineer. These items shall remain the property of the Department.

The cost of providing and maintaining the Engineer’s Field Office, Laboratory and Equipment as described in Section 637 shall be included in the Lump Sum price in the Design-Builder’s Proposal. No separate payment will be made for the provision of the Engineer’s Field Office and Equipment. However, the Department has included a bid allowance of $50,000 for reimbursement of fifty percent (50%) of the cost for the Partnering Workshop as described in Part 8 – Special Specification Item 800.09000015 – Partnering Workshop, Section 637-5.13 of the Standard Specifications.

4.4 GROUNDING OF THE EXISTING BRIDGE

The Design-Builder shall take the necessary precautions when working on the existing bridge to prevent occurrences of electric shock. See the Kosciuszko Bridge RF Illuminations/Safety, Shock Hazards Investigation Report on the Project website as a reference.
SECTION 7  RIGHT-OF-WAY

7.1  SCOPE

The Right of Way (ROW) for the Project has been acquired, as identified in Table 7-1, and is shown on the Directive Plan included in Part 6 – RFP Plans. The Design-Builder shall perform all the permanent Project Work within the limits of the ROW for the Project. Any additional property the Design-Builder requires for any purpose shall be acquired by the Design-Builder at no cost to the Department. The Design–Builder will not be allowed to acquire any additional permanent ROW beyond what is shown on the Acquisition Plans.

The Design-Builder shall be responsible for coordinating the Project Requirements herein with DB §107-1, DB §107-22 and DB §107-30.

7.2  STANDARDS

The Design-Builder shall perform ROW activities in accordance with the following Standards, unless otherwise stipulated in this Project Requirement.

- NYSDOT Highway Design Manual
- NYSDOT ROW Mapping Procedures Manual

7.3  REQUIREMENTS

7.3.1  ROW Provided by the Department

The ROW within the Project Limits shown on the Acquisition Maps shows the Fee, Temporary Easements and Permanent Easements immediately available to the Project. The Acquisition Plan and Maps are available on the Department’s Project website. All property acquisitions indicated on the Plans have been completed except for as noted in Table 7.3-1. In addition to the properties listed in Table 7.3.1, refer to Table 7.3.2 for properties on the Plans unavailable to the contractor at this time and the anticipated availability date for each. See the Directive Plans in Part 6 – RFP Plans for further information regarding the acquired properties and associated requirements and restrictions.

Table 7.3-1 –Remaining Properties to be Acquired

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<tr>
<th>Property Owner</th>
<th>Map and Parcel Numbers</th>
<th>Type of Acquisition</th>
<th>Anticipated Acquisition Date</th>
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<td>Sagres 9 LLC</td>
<td>M121 P-173</td>
<td>Temporary Easement</td>
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<td>Bed of Newtown Creek</td>
<td>M124 P176</td>
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<td>Bed of Newtown Creek</td>
<td>M125 P177</td>
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<td>May 15, 2014</td>
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15 foot (minimum) wide clearance zones must be provided beyond the new bridge fascias but within the Permanent Easements to facilitate future maintenance and inspection of the...
structures. The fascias of the new permanent works structures shall not encroach into the 15 foot wide clearance zones as measured perpendicular to the Permanent Easement limits.

All acquired property is vacant except as noted in Table 7.3-2.

Right of ownership of all ROW and the improvements made thereon by the Design-Builder shall remain at all times with the Department. The Design-Builder's right to entry and use of the ROW arises solely from permission granted by the Department under the Contract.

### Table 7.3-2 – Occupied Properties within NYSDOT Acquired ROW – Vacancy Pending

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Map and Parcel Numbers</th>
<th>Anticipated Vacancy Date</th>
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The Design-Builder should proceed under the assumption that Karp Associates (Map 31) will not be vacated until after the Notice to Proceed has been issued. Provisions in the proposal should accommodate and avoid these occupied properties until such time as the Design-Builder receives a Notice of Availability in writing for each individually listed parcel from the Department.

#### 7.3.2 Notification of Property Owners

The Design-Builder shall coordinate with property owners and/or tenants so as to minimize impact on the property owners’ and/or tenants’ operations when performing work in the Permanent and Temporary Easements. The Design-Builder shall inform the property owners and/or tenants 72 hours in advance of occupying any Permanent or Temporary Easement, and shall provide the Department with a two week look ahead schedule of planned operations that may impact or affect property owners or tenants.

#### 7.3.3 Additional ROW Requested by the Design-Builder

If it is proposed by the Design-Builder and agreed to by the Department that incorporation of one or more additional parcels into the ROW and/or modifications to the ROW limits (fee, easement or other property right) is appropriate, and required for the project, in addition to those parcels listed in Table 7.3.1, the Department will acquire the ROW in accordance with DB §107-22.4.

#### 7.3.4 Property Interests Identified by the Design-Builder for its Convenience

The Design-Builder shall be responsible for the acquisition and all costs associated therewith for any temporary land or other property required for the Design-Builder's convenience outside the ROW Limits, such as for staging, lay-down, access, office space, temporary works, or other purposes. The Design-Builder shall assume responsibility for satisfying all Federal and State regulations, identifying, analyzing, and documenting the environmental impacts associated with the additional space and securing all necessary consent, including that of the Department, prior to initiating use of the space, in accordance with DB §107-1.
The Design-Builder shall be aware that the acquisition of temporary land or other property beyond what is shown on the Directive Plans shall require a review in relation to the Uniform Act, FEIS, Reevaluation Statement and other Environmental Approvals and is subject to review by the Department. If it is determined that the proposed acquisitions require a further reevaluation of the FEIS or other Environmental Approvals, the Design-Builder shall revise the plans such that they are in conformance with all existing Environmental Approvals. Such revisions shall be carried out at no additional cost to the Department.

7.3.47.3.5 ROW Coordination

ROW coordination shall be in accordance with DB §107-22.
Telecom Services of New York, Time Warner Cable of NYC, National Grid and Empire City Subway Ltd. / Verizon Comm. In addition, the Department is currently coordinating with National Grid to finalize and execute a Preliminary Utility Agreement to be provided to Proposers by Addendum. A draft of this agreement is included in Part 4 – Utilities.

It is anticipated that final utility relocation agreements will be executed between the Department, the Design-Builder and the impacted utilities once the Design-Builder has determined the final locations of the impacted utilities. See Part 4 for details on utility inventory, coordination and relocations.

The Design Builder shall be responsible for the design and construction of these facilities as outlined in the Preliminary Utility Agreements in Part 4 - Utilities and all associated costs shall be included in the bid.

9.3.2 Electrical Power Supply and Distribution

9.3.2.1 General requirements

The Design-Builder shall be responsible for the design and implementation of the necessary normal electricity supply commensurate with the Design-Builder’s design, and for all planning and liaison necessary with relevant utility suppliers for the arrangements for provision of the necessary normal power supply. The Design-Builder’s design shall maximize the reliability of the normal power while minimizing the total installation cost and future electricity and maintenance costs.

The Design-Builder shall purchase and install all necessary components required to deliver the normal electricity supply and distribution systems from Consolidated Edison Company of New York or an approved equal.

All electrical work performed by the Design Builder shall be performed by or under the supervision of a Master Electrician licensed in the State of New York and New York City. Final approval and acceptance of the work shall be granted by the utility owner.

9.3.2.2 Bridge Structure Normal Electric Power Redundancy

The electricity supply to the bridge shall provide two electric feeds, one from Brooklyn and one from Queens. The feeds shall be fully redundant and the project shall include a transfer switch to transfer all the loads energized by one feed to the other feed, in the event of a power outage from either feed.

The normal electricity supply to the bridge shall include full redundancy from two electric feeds, from both Brooklyn and Queens. Full redundancy includes automatic facilities to transfer without interruption all the loads energized by one source to the other source, in the event of a utility power outage. Full redundancy includes the ability to power the entire bridge with electricity supplied by one feed in the event either feed service is disrupted. See Section 15 – Intelligent Transportation System of these Project Requirements for additional electric power needs. Full redundancy shall be coordinated with the utilities serving power to both sides of the bridge by the Design-Builder.

9.3.2.3 Power Supply and Distribution Staging

The electrical supply to the existing bridge, including existing NYCDOT Street lighting, or existing ITS power, shall remain fully operational throughout construction of the new bridge structures. The Design-Builder is responsible for permanent and temporary electrical
components on the existing bridge and the proposed bridge structures. When the electricity supply to the existing bridge is discontinued, and with prior approval of the Department, the Design-Builder shall remove from the Project site any extraneous electrical supply components that are not needed for operation of the proposed lighting or future ITS systems.

The Department has submitted a request to Con Edison for 480V a.c. power to be provided to the bridge near the intersections of Gardner Avenue and Cherry Street in Brooklyn and 56th Road and Laurel Hill Boulevard in Queens. The Department will reimburse Con Edison for the new service feeds.

Power requirements other than street lighting such as aesthetic lighting, elevators, navigation and obstruction lighting, etc. shall be powered and metered by a Con Edison feed separate from the feed for the NYCDOT roadway lighting.

The power distribution equipment including provisions for throw over should be located on the bridge in a location that can be accessed by maintenance forces on the deck.
10.3.5 **Software Requirements**

The Design-Builder shall use Bentley gINT® or similar commercial software to develop and maintain an electronic database of subsurface information including in-situ test and laboratory test results, and to produce boring records.

10.3.6 **Geotechnical Data Report**

The Design-Builder shall prepare a geotechnical data report, signed and sealed by the Foundations Lead Designer. The geotechnical data report shall serve as a factual depiction of the subsurface conditions and at a minimum it shall include:

A) A detailed description of the investigation methods;

B) Complete records (typed logs using NYSDOT log format) with summary tables of investigation;

C) Complete records with summary tables of laboratory test results;

D) Exploratory hole location plan, showing locations of any existing (pre-award) exploratory holes for which data was used by the Design-Builder plus locations of post-award exploratory hole locations undertaken by the Design-Builder; and

E) Plots of laboratory test results versus elevations for separate areas and soil types.

10.3.7 **Seismic Assessment Report**

The replacement bridge shall be classified as a “critical” bridge. The bridge shall be designed for two levels of design earthquake: a lower level event (functional evaluation/design level) having a 1000-year return period and an upper level 2500-year return period event in accordance with the NYSDOT LRFD Blue Pages provisions for Downstate bridges. **The 1000 year hard rock time histories and response spectra have been provided on the Project website. The 2500 year return period hard rock time histories and response spectra can be found in the NYSDOT Blue Pages and the NYSDOT website (https://www.dot.ny.gov/divisions/engineering/structures/manuals/seismic-references).**

The Design-Builder shall prepare a seismic assessment report for the Project, including:

A) Evaluation of liquefaction potential. Should this show that liquefaction is a potential hazard at the Site, the risk potential on the Bridge shall be evaluated by the Design Builder, and any remediation solutions proposed by the Design-Builder shall be demonstrated by analytical and field methods.

B) Site-specific seismic response analysis shall be performed to develop design free-field response spectra in accordance with FHWA publication FHWA-NHI-11-032 (http://www.fhwa.dot.gov/engineering/geotech/pubs/nhi11032/nhi11032.pdf). The Design-Builder shall develop dynamic soil/rock properties for use in the seismic analysis based on PS-Logging data as well as widely-used empirical correlations. Spatial variation of ground motions shall be accounted for, as applicable.

C) Seismic soil structure interaction evaluation of deep foundations shall include determination of the maximum imposed curvatures and bending from earthquake ground motions and structure response, including free-field soil strains modified for soil-
well as analytical modeling and seismic evaluation of the bridge performance. The analyses shall incorporate interaction effects between adjacent structural components, including impact between each other during a seismic event.

2) The seismic analysis of the bridge shall include non-linear time history modeling of the Main Spans plus a minimum of 700 ft of approach spans on each side of the Main Spans. The remainder of the approach spans may be investigated using non-linear time history modeling, or multi-modal response spectrum analysis combined with static inelastic (pushover) analysis.

3) All analyses shall be based on the following requirements:
   a. The bridge shall be designed in accordance with the NYSDOT LRFD Blue Pages provisions for Downstate bridges;
   b. The bridge is categorized as a critical structure;
   c. The bridge shall be analyzed for two earthquake hazard design levels: a lower level event (functional evaluation/design level) for 1000 years return period and an upper level event (safety evaluation/design level) for 2,500 year return period. A site specific analysis shall be performed. For the Main Span, the effects of spatial variation on the seismic ground motions shall also be considered;
   d. The bridge shall survive the upper level event (2,500 years return period) with repairable damage. The definition of repairable damage is as per the NYSDOT LRFD Blue Pages. Traffic access following this event may be limited: specifically, access shall be within 48 hours for emergency/defense vehicles and within 2 months for general public traffic;
   e. After the lower level event (1,000 years return period) the bridge shall suffer minimal damage. The definition of minimal damage is as per the NYSDOT LRFD Blue Pages. Access after this event shall be immediate for all traffic, with an allowance of a few hours for inspection;
   f. See Part 5 – Special Provisions SP.22 Seismic Design for further criteria.

The Design-Builder shall also review the structural life safety systems on the bridge such as fire standpipes, elevators, and bridge lighting/electrical systems, as applicable, and ensure these systems are designed consistently with the corresponding seismic requirements.

D) Water Loads. No portion of the bridge shall be exposed to Newtown Creek, therefore there are no water loads.

E) Ship Impact. No portion of the bridge shall be exposed to Newtown Creek, therefore there are no ship impact loads.

F) Wind Load and Design
SECTION 12 LANDSCAPE ARCHITECTURE

12.1 SCOPE

The Design-Builder shall complete all landscaping required for the Project. The Work includes preparation and implementation of a landscape development plan (LDP), which the Design-Builder shall develop in collaboration with the Design-Builder’s visual quality management plan (see Project Requirement 13 – Visual Quality). The LDP shall include aesthetic guidelines for landscape elements within the Project Limits that integrates with the surrounding environment.

The Design-Builder shall be responsible for care of planting in accordance with NYSDOT Standard Specification §611-3.05 Care of Planting. The Design-Builder shall remain responsible for the maintenance and monitoring of all areas landscaped and planted by the Design-Builder until Final Acceptance. This obligation shall include replacement of any trees and other plantings that fail to establish or thrive prior to Final Acceptance.

The Design-Builder shall be responsible for the design and construction of streetscaping improvements for the areas of new or disturbed sidewalks per the New York City Street Design Manual. The Design-Builder shall be responsible for obtaining approval from the NYC Public Design Commission for any local street work including streetscape.

12.2 STANDARDS AND REFERENCES

The Design-Builder shall perform the landscape architectural activities in accordance with the NYCDOT Street Design Manual and the New York City Department of Parks and Recreation requirements regarding the removal and planting of street trees.

12.3 REQUIREMENTS

12.3.1 Vegetation Inventory

The Design-Builder shall develop and provide a comprehensive vegetation inventory including survey of trees within the Project Limits and any projected areas of impact on neighboring properties. Trees proposed for removal and potentially subject to impact shall be documented. Plans shall be submitted to the Department’s landscape architect for review and comment.

The Design-Builder’s Arborist shall be responsible for identifying which trees are proposed for removal and which trees are potentially subject to impact within the Project Limits and on neighboring properties, and shall assess whether preservation is feasible for trees potentially subject to impact.

12.3.2 On-site Protection Zones and Monitoring

The Design-Builder shall be responsible for limiting the removal of existing vegetation including trees within the Project Limits and for minimizing removal in adjacent areas, such as may be needed for the operation of construction vehicles or similar.

The Design-Builder shall be responsible for ensuring that all tree and vegetation protection zones shall be clearly marked in the field for ease of identification by the Design-Builder’s construction personnel.
For trees that are not to be removed, the Design-Builder shall be responsible for the preservation and protection of sufficient root zone protection to achieve a high likelihood of survival of the tree.

The Design-Builder shall be responsible for establishing and implementing sufficiently frequent monitoring of construction activities to ensure that all requirements for tree and vegetation protection are met.

The Design-Builder shall be responsible for actively monitoring the condition of trees and vegetation in protected zones, and for taking active steps to remediate and improve any aspects of the Design-Builder’s protection system that do not provide adequate protection.

12.3.3 Landscape Development Plan

The Design-Builder shall develop and implement a LDP under the direction of landscape architect(s) licensed in the State of New York with demonstrated qualification in suburban highway design, stormwater management, integration of utility service areas, grading of steep terrain, community design reviews, and preparation of formalized project-specific aesthetic design guidelines. The Design-Builder’s landscape team shall also include a qualified arborist, who shall be suitably certified by the International Society of Arboriculture (ISA).

The LDP shall address landscape elements both during and post-construction including the development of sidewalk plantings for streetscapes for the areas of new or disturbed sidewalks, including but not limited to the realigned Cherry Street. The LDP shall be compatible with the Project’s overall visual quality management plan (see Project Requirement 13 – Visual Quality). The LDP shall include the Details of tree replacements, including locations where replacement trees shall be planted according to tree size and type and the replacement ratio per local zoning codes.

12.3.4 Permits and Approvals

The Design Builder shall coordinate with the NYCDOT, the New York City Department of Parks and Recreation and the Department of Forestry in both Brooklyn and Queens to obtain all necessary approvals and permits for the removal of street trees and trees within Sgt. Dougherty Playground; working around existing trees; and planting of new trees. The Design-Builder will not be responsible for replacing the trees that are removed due to the partial demolition of Sgt. Dougherty Playground.

12.4 DELIVERABLES

At a minimum, the deliverables shall include the items listed in Table 12.4-1 for the Department’s consultation and written comment.

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<thead>
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<th>Table 12.4-1 –Deliverables</th>
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<tr>
<td>Deliverable</td>
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<td>Vegetation Inventory</td>
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KOSCIUSZKO BRIDGE PROJECT – (BIN 1075699)  Part 3 – Project Requirements
PIN X731.24, Contract D900011  Addendum #8 – November 19, 2013
The Design-Builder shall produce a clear graphical representation of the staging with each stage, with associated traffic clearly delineated, in linear chronological order. Each significant change in traffic patterns shall be presented separately.

The Design-Builder shall be responsible for updating the construction staging plan as necessary throughout the Contract, so that at all times the current version reflects the planned current and future construction staging activities.

The Design-Builder shall provide portable variable message signs for the posting of appropriate warnings and advisories at strategic locations where opportunities are available for directing traffic to alternative routes in response to prevailing circumstances. It is anticipated that portable variable message signs will be required at major highway interchanges, local streets and any detour routes.

The Design-Builder shall be responsible for maintaining access to all businesses, residences, and properties within and abutting the Project, including essential services such as trash pickup and mail delivery. If the Design-Builder’s WZTC plan includes a single lane cattle chute on the mainline BQE, the Design-Builder shall have a heavy duty tow truck on site from 6am to 11 pm each day the cattle chute carries traffic.

NYSDOT’s Construction Quality Assurance Engineer (CQAE) and the Design-Builder shall coordinate with any municipality or agency affected by any detours or road closures that are part of the WZTC. Comments from those municipalities or agencies shall be incorporated by the Design-Builder into the site’s WZTC plan as directed by the CQCE.

NYSDOT’s CQAE shall be contacted by the Design Builder 2 weeks in advance of any proposed closure or staging.

16.3.2 Draft Lane Closure Stipulations

The lane closure stipulations are currently under review by the OCMC. The current Draft stipulations are located on the Project website as well as the draft Detour Plans and Draft Work Permit Electrical Stipulations. Approval is subject to the submittal of permit applications by the Design Builder to the OCMC. The Design-Builder is required to submit WZTC proposals including final detour plans for approval before closures.

The Design-Builder shall assume seven (7) Traffic Enforcement Agents for each ramp closure and four (4) Traffic Enforcement Agents for each local street closure. The Design-Builder shall assume a rate of $31 per hour for each Traffic Enforcement Agent required.

Liquidated Damages will be assessed for lane closures that extend beyond the hours permitted by OCMC per the Part 5 Special Provisions – Liquidated Damages.

16.3.3 Opening of New Lanes or Shared Use Path

Any new travel lanes, turn lanes, shared use path or other feature shall not be open to traffic prior to complete installation of all associated overhead and ground mounted permanent signs and striping.

16.4 DELIVERABLES

At a minimum, the deliverables shall include the items listed in Table 16.4-1 for the Department’s consultation and written comment.
PART 4 - UTILITY REQUIREMENTS

4.1. SCOPE

This Part 4 - Utility Requirements provides information on the Design-Builder's overall responsibilities as they relate to existing and/or new utilities, the manner in which utilities are to be protected, relocated, upgraded, constructed or incorporated into the construction, and who will be responsible for the Work.

The Design-Builder's attention is directed to the fact that during the life of this Contract the owners and operators of utilities may make changes to their facilities. These changes may be made by the utility employees or by contract within the Project Limits of, or adjacent to, this Contract and may involve temporary and/or permanent Work(s).

Potential utility conflicts shall be identified and brought to the attention of utility owners. Reference is made to Chapter 13 of the New York State Department of Transportation Highway Design Manual, and NYSDOT Standard Specifications and Construction Materials Sections 659-664 and all the applicable NYSDOT State Standards.

The Design-Builder shall abide by this Part 4. The Design-Builder shall also abide by and fulfill the requirements related to utility facilities or systems included in other Contract Documents.

This Part 4 applies to existing and proposed underground and overhead utilities.

Utility plans have been developed to a 40% design level based on a Subsurface Utility Engineering (SUE) Quality Level C and Quality Level D (per NYSDOT Highway Design Manual Chapter 13-Section 13.4.1.1E Subsurface Utility Engineering and Quality Levels) survey completed during Preliminary Design. The anticipated conflicts and relocations are based on the 40% Design plans. Preliminary Utility Work Agreements have been developed in coordination with the utilities based on these 40% plans and are included in Exhibit A. In addition, proposed water main valve locations as coordinated with NYCDEP are shown on the 40% Utility Plans, dated September 2013 and located on the Project website. Subsequently a Quality Level A and Quality Level B Subsurface Utility Engineering (SUE) program was completed for selected utilities. The findings of the Quality Level A and Quality Level B survey have not been incorporated into the 40% Plans but are reflected in the Quality Level A and Quality Level B Survey available on the Project website.

The Design Builder shall be responsible to verify all utility information provided, to update the utility plans per the Quality Level A and Quality Level B Survey and coordinate with the utilities regarding any necessary modification to the utility agreements based on the survey and any further utility work required beyond that indicated in the utility agreements.

If the Design Builder’s design requires additional utility relocations than those identified in the utility agreements presented in Exhibit A, it is the responsibility of the Design Builder to suggest revised utility agreements in coordination with the utility owners and submit to the Department for approval.

4.2. GENERAL
protection of existing utilities in accordance with this Part 4 and any additional requirements of the utility owner as set forth in the relevant New York State Department of Transportation's Preliminary Utility Work Agreement included in Exhibit A hereto.

With respect to any unknowns that are subsequently identified by the Design-Builder, the Design-Builder shall be responsible for identifying the ownership of each facility or line identified that requires either relocation or protection, and for all those responsibilities set forth in A through D, above; provided, however, that with respect to item D, the Design-Builder shall be responsible for negotiating and entering into a DB Utility Agreement for such unknown utilities and/or utilities for which no owner has been identified, and the Design-Builder's responsibilities in item D shall apply with respect to each such DB Utility Agreement.

4.3.2. Departments' Responsibilities for Utilities with Identified Utility Owner

The Department shall perform the Department's obligations with respect to relocation of utilities within the defined project limits and as specified in the Department's Preliminary Utility Work Agreements attached hereto as Exhibit A. *Work performed by the utilities per the Preliminary Utility Work Agreements shall be reimbursed by the Department directly to the utility owners.*

4.3.3. Overall Level of Accuracy

The data received from the utility owners and the Department has been used to set the approximate locations of utility facilities on the Project base mapping. The accuracy and quality level (QL) applied at this stage varies. The original design concept corresponds to quality level D (per NYSDOT Highway Design Manual Chapter 13-Section 13.4.1.1E Subsurface Utility Engineering and Quality Levels). Quality level D is the lowest degree of accuracy. Once the plate information was gathered, a Quality Level C survey was performed, and the original data was supplemented based on this information. The information shown on the Indicative Plans was derived from existing NYSDOT contract plans, and utility company records, plates or recollections and field edit survey. Additional SUE Quality Level B (QLB) and Quality Level A (QLA) surveys were completed to verify locations of subsurface utilities in critical areas. The findings of the QLA and QLB survey have not been incorporated into the 40% Plans but are reflected in the QLA/QLB survey included in Part 7 – Engineering Data.

4.3.4. Companies/Agencies and Confidentiality

Among the utility companies and agencies that provided information for the Environmental Impact Statement, several indicated that the data must be considered sensitive in nature and requested that it remain confidential for security and operational purposes. In several cases, confidentiality agreements had to be signed that specifically prohibit the release of utility information to the public. In other cases, it was agreed that confidentiality principles would be honored despite the absence of signed commitments. The following utilities consider their information to be sensitive security information, and the Design-Builder shall maintain the confidentiality of such information:

A. National Grid Inc.;
B. Consolidated Edison Company of New York;
Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

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<tr>
<th>Project Identification No.: X731.24</th>
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<tr>
<td>ROW Declaration No.:</td>
<td>Map Nos.:</td>
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<tr>
<td>Parcel Nos.:</td>
<td>County of: Kings and Queens</td>
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<td>Contract No.: D9000011</td>
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Project Description: Replacement of the Kosciuszko Bridge (I-278) over Newtown Creek between Kingsland Avenue in Brooklyn and the Long Island Expressway Interchange in Queens.

necessitates the adjustment of utility facilities as hereinafter described (the "Project"), the owner, The Brooklyn Union Gas Company d/b/a National Grid ("National Grid" or "Owner"), of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this Preliminary Utility Work Agreement (the "Agreement") shall apply to the accommodation of these utility facilities.

The New York State Department of Transportation ("NYSDOT") and National Grid understand and agree that this Agreement is only an expression of the parties' mutual intent and understanding. Except to the extent explicitly set forth in this Agreement, this Agreement does not constitute a binding contract, and the parties do not intend to be legally bound, unless and until a definitive [Build Contract] has been executed by both parties. Unless and until a definitive [Build Contract] has been executed by both parties, either party is free to terminate further negotiations at any time, with or without cause. This Agreement does not cover numerous issues to be dealt with by further negotiation and definitive agreements.

Existing Facilities

Existing National Grid facilities are to be abandoned, removed or replaced by the above described project and are presently located in Queens, and Brooklyn New York within the reconstruction limits of the Kosciuszko Bridge Replacement project. The project is located within the New York State Right of Way as shown on the plans for the proposed transportation project and will be adjusted as follows for an estimated to be determined.

Existing National Grid facilities presently located in Queens, and Brooklyn New York outside the reconstruction limits of the Kosciuszko Bridge Replacement project shall be abandoned, removed or replaced to compensate for adverse impact to National Grid's gas network, resultant to the proposed decommissioning of Governor # 131, located on Varick Avenue between Cherry Street and Anthony Street. NOTE: Details of National Grid's proposed scope of work within and outside the reconstruction limits of the Kosciuszko Bridge Replacement project, please refer to National Grid's reference document entitled, "Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable) for Brooklyn & Queens"

Under this Agreement, all gas relocation work required and necessary to accommodate for the Kosciuszko Bridge Replacement project performed by National Grid shall be fully reimbursable for all costs under this Federal Funded project. National Grid shall provide an estimate for all associated relocation work. National Grid would like to remind all parties that the total cost quoted is just an estimate, and should not be misconstrued as the final cost. National Grid shall forward actual cost incurred to the Project Owner for reimbursement.

Under this Agreement, National Grid will be responsible for the gas relocation work outside the defined Kosciuszko Bridge Project limits. The work outside of the project limits will be performed in advance of the bridge reconstruction project and will be completed by September 2013 is anticipated that the following work will be performed by National Grid's forces:
For the advance work, National Grid will install all gas main installations and necessary appurtenances, utility trenching/excavation, site restoration work, all gas main retirement, and all necessary connections to existing customers along the following roadways located in Brooklyn, New York: Lombardy Street, Stewart Avenue, Gardner Avenue, Westbound Meeker Avenue, and Varick Avenue.

The New York State Design Build Contractor shall provide all labor, materials, equipment, insurance, and incidentals to perform the utility trenching/excavation, test pits as directed by National Grid representative, sheeting, plating when required, backfilling, and restoration work associated with the gas utility relocations work located within the bridge reconstruction limits. However, National Grid will perform all installation of proposed gas relocation work.

Under this project, National Grid will retire the existing Governor numbered 131 located on Varick Avenue between the existing Cherry Street and Anthony Street, in the borough of Brooklyn. The Design Build Contractor will need to stage his operations in such a way to allow National Grid to perform the following work, prior to the Governor being retired. This work includes the following: Install the new 12" diameter 60 PSI steel gas main on Varick Avenue from south of the south curb line (S/S/CL) of Anthony Street until the intersection of the proposed Cherry Street/Varick Avenue, then continue the installation of the new 12" diameter, 60 PSI steel gas main in the south side of proposed Cherry Street until the intersection of Stewart Avenue/Proposed Cherry Street, and finally install the new 12" diameter, 60 PSI steel gas main in Stewart Avenue until the project limits just N/N/CL of Thomas Street. NOTE: The existing 12" diameter, 60 PSI steel gas main located on existing Cherry Street between Varick Avenue and Gardner Avenue shall remain active until the following is completed: A.) Complete the installation and activation of the new 12" diameter, 60 PSI steel gas main mentioned above. B.) Complete the following main relocation work items (17, 20A, 20B, 25, 28, 30A, 30B, 39, 58, 59, 63A, 63B), as specified in National Grid’s document entitled "Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable) for Brooklyn & Queens", which is attached to this Agreement. Then transfer all low pressure gas services associated with the above identified items from the existing gas facilities scheduled to be retired to the new gas facilities installed. C.) Items A and B must be completed before Governor numbered 131 can be decommissioned.

National Grid anticipates it will require a minimum of 3 days to complete the decommissioning of Governor 131, after all the facilities have been transferred over to the new gas systems.

The Design Build Contractor shall note that the lowest possible temperature that National Grid can take the 12" 60 psg steel main on Varick Avenue, Cherry Street, and Stewart Avenue out of service is 25F. Therefore, performing any connection work or shut downs can only be conducted during daily temperatures above 25F.

To reiterate, National Grid must have all proposed work outside the project limits installed to the project limits, and ready to be tied in to the work inside the project limits, prior to retirement of the Governor, and finally all existing connections to existing customers, must be switched to the new high pressure system. Once this work is completed, the Governor can be taken out of service.

It should be noted that if the NYSDOT Design Build Contractor requires any gas main materials during construction i.e. manhole castings, valve covers or valve boxes, the Design Build Contractor shall coordinate with National Grid for these items. National Grid will supply and deliver these items to the Design Build Contractor at no cost to the Design Build Contractor or New York State Department of Transportation. It shall be the responsibility of the Design Build Contractor to install such items as direct by National Grid, or as required under National Grid’s specifications.

If the Design Build Contractor encounters a retired National Grid gas utility during construction, he shall coordinate with National Grid for approval to remove the obstruction. Once the Design Build Contractor has removed the material, it shall be his sole responsibility to dispose of all materials at his cost, and to a NYSDOT approved waste disposal facility.
National Grid shall perform all cleaning and decontamination, if found, of their affected gas pipe system prior to the Contractor working in and around their facilities. National Grid shall coordinate with the Design Build Contractor to determine the number of days that National Grid will require to deem the pipe system safe for retirement, and or disposal.

The Design Build Contractor shall coordinate with National Grid all backfilling operations within the project's reconstruction limits. All backfill material and methods shall adhere to National Grid's Technical Instruction, "Backfill and Restoration 030040-T1", Rev.0. All backfill operations outside of the project limits shall be performed by National Grid.

The relocation of National Grid gas facilities that are in direct interference and/or adversely impacted by the NYSDOT proposed scope of work is as follows:

A. National Grid shall decommission Governor 131 (Refer to above requirement regarding retirement). National Grid is responsible for decommissioning Governor 131. However, the Design Build Contractor and National Grid shall coordinate the work effort and schedule to accomplish the gas main installation work necessary to allow the Governor to be decommissioned, as stipulated on page 2 of 21.

B. National Grid shall decommission approximately 14,887 (1,930 feet are non-reimbursable and 12,957 feet are reimbursable) feet of 2", 4", 6", 8", 12" and 16" Cast Iron/Wrap Steel/Plastic Gas Mains within and adjacent to NYSDOT project limits. National Grid is responsible for decommissioning all items identified under Item B.

C. National Grid shall install approximately 545 feet of 4" (PE) Plastic Gas Main, this work is Non Reimbursable. National Grid shall install the gas main utilities as indicated under this item. However, the Design Build Contractor shall be responsible for all labor, equipment, and materials necessary to perform the excavation, trenching and site restoration for all work inside the defined project limits. National Grid will perform the excavation, trenching, and site restoration outside the defined NYSDOT project limits.

D. National Grid shall install approximately 1,730 feet of 2" (PE) Plastic Gas Main. This work is reimbursable to National Grid. National Grid shall install the gas main utilities as indicated under this item. However, the Design Build Contractor shall be responsible for all labor, equipment, and materials necessary to perform the excavation, trenching and site restoration for all work inside the defined project limits. National Grid will perform the excavation, trenching, and site restoration outside the defined NYSDOT project limits.

E. National Grid shall install approximately 3,179 feet of 4" (PE) Plastic Gas Main. This work is reimbursable to National Grid. National Grid shall install the gas main utilities as indicated under this item. However, the Design Build Contractor shall be responsible for all labor, equipment, and materials necessary to perform the excavation, trenching and site restoration for all work inside the defined project limits. National Grid will perform the excavation, trenching, and site restoration outside the defined NYSDOT project limits.

F. National Grid shall install approximately 493 feet of 8" (PE) Plastic low pressure Gas Main. This work is reimbursable to National Grid. National Grid shall install the gas main utilities as indicated under this item. However, the Design Build Contractor shall be responsible for all labor, equipment, and materials necessary to perform the excavation, trenching and site restoration for all work inside the defined project limits. National Grid will perform the excavation, trenching, and site restoration outside the defined NYSDOT project limits.

G. The NYSDOT Design Build Contractor shall trench, backfill, and restore the utility trench so that National Grid's forces can install approximately 1,079 feet of 4" (PE) Plastic Gas Main. This work is reimbursable to National Grid.

H. The NYSDOT Design Build Contractor shall trench, backfill, and restore the utility trench so that National Grid's forces can install approximately 102 feet of 8" (PE) Plastic Gas Main. This work is reimbursable to National Grid.
I. The NYSDOT Design Build Contractor shall trench, backfill, and restore the utility trench so that National Grid's forces can install approximately 1,165 feet of 12" Steel Gas Main. This work is reimbursable to National Grid.

J. The NYSDOT Design Build Contractor shall trench, backfill, and restore the utility trench so that National Grid's forces can install approximately 1,090 feet of 12" Plastic Gas Main. This work is reimbursable to National Grid.

K. National Grid's forces shall be responsible for transferring and/or replacing approximately eighty-four (84) gas services. Within the NYSDOT defined project limits, the Design Build Contractor shall perform the necessary trenching, excavation and site restoration for National Grid's forces to install/transfer the gas service connections. National Grid shall perform all work to provide service connections at locations outside the defined project limits.

Following is a narrative description of the locations where the work identified in A through K above will take place. The locations for restoration of service connections shall be coordinated accordingly during construction by National Grid with the State's Design Build Contractor.

The item identification located in the parenthesis in the narrative text, corresponds to the National Grid's Item Numbers in the table entitled, "Proposed Gas Relocation Scope of Work (Reimbursable & Non-Reimbursable), for Brooklyn & Queens" which is attached to this Agreement as a reference document

Brooklyn

Eastbound Meeker Avenue

Existing Condition
In Eastbound Meeker Avenue, National Grid's utility starts in the vicinity of Morgan Avenue. This utility consists of a 12" diameter wrapped, welded steel 15 psi gas main. This main is on the south side of Meeker Avenue approximately 5'-6" from the existing curb line and continues east past the intersection of Vandervoorht Avenue. The main diverges from Meeker Avenue and continues along the existing Cherry Street in an easterly direction. At the intersection of Porter Avenue, the 12" diameter gas line then proceeds into the north side of Cherry Street. Please refer to the Cherry Street section for further description of the existing gas mains.

Work to be performed by National Grid:
(Item 50) - Under this bridge reconstruction project, National Grid's forces will be responsible for retiring approximately 340' of the 12" diameter ST gas main from the intersection of Morgan Avenue and eastbound Meeker Avenue to just west of Vandervoorht Avenue. This work is reimbursable to National Grid.

Westbound Meeker Avenue

Existing Condition
In Westbound Meeker Avenue there are two gas lines running in an east to west direction along the north side of the roadway. The first pipe system consists of a 12" diameter 15 psi CI main which continues past Sutton Street, heading east, then at the intersection of Morgan/Driggs Avenues the main turns north and goes along Driggs Avenue.

The second pipe network consists of a 6" diameter, cast iron, black steel pipe which runs east, past Sutton Street, continuing past the intersection of Driggs Avenue. At the intersection of Driggs Avenue, the pipe material changes to 6" diameter XT-welded steel LP pipe. This system continues past Hausman Street, Apollo Street, and Van Dam Street and continues out of the project limits.

Work to be performed by National Grid:
(Item 40) - At the intersection of Meeker Avenue and Gardner Avenue, National Grid's forces shall retire approximately 87' of 6" diameter PE LP pipe. This work shall be performed in advance of the Kosciuszko...
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
NATIONAL GRID

Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

(Item 41) - From the intersection of Meeker Avenue/Gardner Avenue, heading west, to the intersection of westbound Meeker Avenue/Varick Avenue, National Grid will be responsible for retiring approximately 1,055’ of 6” diameter CI LP pipe. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

(Item 44) - In the intersection of Van Dam Street and westbound Meeker Avenue, National Grid shall be responsible for retiring approximately 345’ of 6” diameter PE gas main. The retirement limits will extend to the intersection of Apollo Street and westbound Meeker Avenue. This work is reimbursable to National Grid.

(Item 45) - From the intersections of Hausman Street and westbound Meeker Avenue to the intersection of Apollo Street and westbound Meeker Avenue, National Grid shall be responsible for all work necessary to retire approximately 346’ of 6” diameter gas main. This work is reimbursable to National Grid.

(Item 46) - From the intersection of Hausman Street and westbound Meeker Avenue to the intersection of Morgan Avenue and westbound Meeker Avenue, National Grid shall be responsible for all work necessary to retire approximately 217’ of 6” diameter PE gas main. This work is reimbursable to National Grid.

(Item 47) - In the intersection of Morgan Avenue and westbound Meeker Avenue, National Grid’s forces shall be responsible for all work necessary to retire approximately 72’ of 6” diameter CI gas main. This work is reimbursable to National Grid.

(Item 52) - In Hausman Street, National Grid shall be responsible for all work necessary to retire approximately 40’ of 6” diameter CI gas main. This work is reimbursable to National Grid.

(Item 54) - From the intersection of Apollo Street, heading north along Apollo, National Grid’s forces shall be responsible for all work necessary to retire approximately 76’ of 6” diameter CI gas main. This work is reimbursable to National Grid.

(Item 55) - In the intersection of westbound Meeker Avenue and Van Dam Street, National Grid’s forces shall be responsible for retiring approximately 15’ of 6” diameter CI gas main. This work is reimbursable to National Grid.

(Item 58) - National Grid will be responsible for installing approximately 720’ of 2” 60 psi PE pipe under the sidewalk in westbound Meeker Avenue from the intersection of Varick Street/westbound Meeker Avenue, east until the intersection of Bridgewater Street/westbound Meeker Avenue. This work is out of the project limits, and shall be performed in advance of the Kosciuszko Bridge Project by National Grid’s forces and shall be completed by September 2013. This work is reimbursable to National Grid.

National Grid anticipates it will require a minimum of 35 days to complete the associated gas main reconstruction utility work for Item 58 in Westbound Meeker Avenue.

(Item 59) - At the intersection of Meeker Avenue and Gardner Avenue, National Grid will be responsible for installing approximately 595’ of 2” diameter 60 PSI PE pipe. This line will head west along Meeker Avenue and will terminate at Stewart Avenue. This pipe will join a new 2” diameter gas main heading south along Gardner Avenue. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

National Grid anticipates it will require a minimum of 30 days to complete the associated gas main reconstruction utility work for Item 59 in Westbound Meeker Avenue.
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Work to be performed by New York State Design Build Contractor:
(Item 49) - In Morgan Avenue, near the intersection of Morgan Avenue and westbound Meeker Avenue, the Design Build Contractor shall be responsible for trenching/excavation, and complete site restoration work. National Grid's Forces shall be responsible for installing approximately 40' of 12" diameter PE gas main. National Grid will provide inspection services for this phase of work. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Westbound Meeker Avenue. National Grid will require a minimum of 1 day to complete the associated gas main reconstruction utility work for Item 49 at the intersection of Westbound Meeker Avenue and Driggs Avenue.

(Item 51) - On the north side of westbound Meeker Avenue from the intersection of Van Dam Street to Morgan Avenue, the Design Build Contractor shall be responsible for trenching/excavation, and complete site restoration work for National Grid's forces to install approximately 1050' of 12" diameter PE gas pipe. National Grid will provide inspection services for this phase of work. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Westbound Meeker Avenue. National Grid will require a minimum of 101 days to complete the associated gas main reconstruction utility work for Item 51 in Westbound Meeker Avenue.

(Item 53) - Near the intersection of Hausman Street and westbound Meeker Avenue, the Design Build Contractor shall be responsible for trenching/excavating and complete site restoration work for National Grid's forces to install 36' of 8" diameter PE gas main. National Grid will provide inspection services for this phase of work. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work near the intersection of Hausman Street and Westbound Meeker Avenue. National Grid will require a minimum of 5 days to complete the associated gas main reconstruction utility work for Item 53 in Westbound Meeker Avenue.

(Item 56) - In the intersection of westbound Meeker Avenue and Van Dam Street, the Design Build Contractor shall be responsible for trenching/excavation and complete site restoration work. National Grid's forces shall be responsible for installation of approximately 66' of 8" diameter PE gas main. National Grid will provide inspection services for all phases of this work. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work near the intersection of Van Dam Street and Westbound Meeker Avenue. National Grid will require a minimum of 5 days to complete the associated gas main reconstruction utility work for Item 56 in Westbound Meeker Avenue.

Work to be performed by National Grid:
(Item 60B) - Near the intersection of westbound Meeker Avenue and Stewart Avenue, National Grid is responsible for all work necessary to retire approximately 418' of 6" diameter ST LP gas main. This retirement will continue from Meeker Avenue, south to Thomas Street (and the NYSDOT Project Limit). This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.
Sutton Street

Existing Conditions:
National Grid has an existing 6" diameter, black steel pipe in the west side of Sutton Street approximately 4'-0" from the curb line. This main intersects the 6" diameter main in westbound Meeker Avenue.

No construction is anticipated for this area, which will affect the National Grid facility therefore, no relocation work is necessary.

Morgan Avenue

Existing Conditions:
On the west side of Morgan Avenue, National Grid has an existing 8" diameter black steel pipe which becomes a 12" diameter wrapped steel gas main, near the intersection of Anthony Street. The 12" diameter main continues under the existing BQE structure, via Morgan Avenue, and connects to a 6" diameter main running east to west in westbound Meeker Avenue. From this point, the main continues north along Morgan Avenue and out of the project limits.

Also on the west side of Morgan Avenue there are two series of 4" diameter steel mains which are on the east side of the 12" diameter main. These two pipes enter into a GOV, 2BD system and exits as a 12" diameter main which continues north along Morgan, and a 3" diameter system which is capped in westbound Meeker Avenue. All these pipes are classified as "Retired" according to National Grid's gas main utility plate no. 12A-77.

On the east side of Morgan Avenue, National Grid has an existing 12" diameter wrapped steel, 15 psi system under the sidewalk which begins south of Anthony Street. Just north of Anthony Street the pipe exits the sidewalk and enters Morgan Avenue. The pipe continues under the BQE via Morgan Avenue, once on the north side of the BQE, the pipe turns west along westbound Meeker Avenue and connects to the 12" diameter, 15 psi system on the north side of Meeker Avenue, just west of Driggs Ave. intersection.

Work to be performed by National Grid:
(Item 48) – National Grid shall be responsible for all work necessary to retire approximately 40' of 12" diameter steel pipe in the intersection of Morgan Avenue and westbound Meeker Avenue/Driggs Avenue. This work is reimbursable to National Grid.

Anthony Street

Existing Conditions:
In Anthony Street, National Grid has an existing 6" diameter cast iron, black steel pipe which begins at Morgan Avenue and continues in an east direction. The pipe is located on the north side of Anthony Street. Between Morgan Avenue and Vandervoort Avenue there are three (3) service feeds for #10, #12 and #16 Anthony Street. These service feeds all consist of 3" diameter feeds from the 6" diameter main.

Going from Vandervoort, heading east, National Grids' 6" diameter steel main continues until Porter Avenue. From Vandervoort to Porter Avenue there are two (2) service feeds. The service feed for #60 Anthony Street consists of a 6" diameter feed, and the service feed for #501 Anthony Street consists of a 4" diameter service feed. Since no work is taking place on the south side of Anthony Street, these services will remain in service.

From Porter Avenue to Varick Avenue, the 6" diameter wrapped, welded steel gas main continues along Anthony Street. The 6" diameter main is approximately 3'-0" off the existing curb line, along Anthony Street. This service leg is capped in Anthony Street after the last service connection to #72 Anthony Street.
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After the 6" diameter gas main is capped, there are no additional National Grid facilities in Anthony Street.

**Vandervoort Avenue**

*Existing Conditions:*
In Vandervoort Avenue, National Grid has a 6" diameter wrapped steel gas main. This main extends from the service feed along Anthony Street and goes south along Vandervoort Avenue and out of the project limits. There is an extension in the north direction, from Anthony Street, however, this 6" diameter steel main is capped approximately 66' from the intersection of Anthony Street and Vandervoort Avenue. There are no other National Grid facilities in Vandervoort Avenue.

**Porter Avenue**

*Existing Conditions:*
National Grid has two service lines in Porter Avenue. A 12" diameter steel refinery gas line exists on the west side of Porter Avenue, approximately 4'-2" off the existing curb line and has been designated as "Retired". This line extends from the existing Cherry Street south along Porter Avenue, past Anthony Street and outside the project limits.

On the east side of Porter Avenue, National Grid has an existing 6" diameter wrapped steel gas main which is located approximately 3'-0" off the existing curb line, and extends north until it is capped in the intersection of Porter Avenue and the existing Cherry Street. This service line connects to the line along Anthony Street. South of Anthony Street, along Porter Avenue there are two 3" diameter service feeds, one is for #493 Porter Avenue, and one for #516 Porter Avenue. On the north side of Anthony Street there are no service feeds.

*Work to be performed by National Grid:*
(Item 74) — National Grid shall be responsible for all work necessary to retire approximately 214' of the existing 6" diameter steel gas main on the east side of Porter Avenue. The existing gas line will be cut and capped just north of the intersection of Porter Avenue and Anthony Street. This work is reimbursable to National Grid.

**Varick Avenue**

*Existing Conditions:*
National Grid has several gas mains located in Varick Avenue. There are 2-12" diameter high pressure fuel oil lines that belong to Buckeye Partners, LP. These items are not included under this Agreement, but are mentioned for clarity.

National Grids' utilities are located on the east side of Varick Avenue. For this project, this Agreement will consider the utility segment between Anthony Street and Cherry Street. For the narrative for this section, the descriptions will go from west to east.

There is a 12" diameter wrap welded steel pipe connected to a 6" steel pipe just south of Anthony Street. This 12" diameter line continues north along Varick Avenue until the intersection with the existing Cherry Street.

There is a retired 12" diameter steel LP pipe which enters the project limits from the south along Varick Avenue and apparently is capped off in Varick Avenue between Anthony Street and Cherry Street.

There is a 16" diameter, 60 psi steel gas main located under the sidewalk along Varick Avenue. This main enters the project limit from the south and continues past Anthony Street. Between Anthony Street and Cherry Street, the gas main bends to the west and continues to Cherry Street. In Cherry Street, this 16" diameter main joins the 12" diameter, 60 psi main in Cherry Street and continues east along Cherry Street.
North of Cherry Street, along Varick Avenue there is a 12" diameter steel LP main (Former Ref. Line) which continues from Cherry Street, past Thomas Street and out of the project limits. This main has an approximate cover of 2'-2". According to National Grid’s utility plate no. 12A-50, there is one 4" diameter service feed servicing #556 Varick Avenue.

In the area of Cherry Street and Varick Avenue intersection, there is a pressure distribution network, identified as Governor 131. This Governor will be decommissioned under this Agreement. This system/network consist of a series of valves and connections. The decommissioning process is further described in more detail on page 1 of this Agreement. National Grid and the Design Build Contractor will coordinate any further requirements that may arise during construction. For reference, please refer to National Grid’s drawing 12A-65.

**Work to be performed by National Grid:**

(Item 42) - At the intersection of westbound Meeker Avenue/Varick Avenue, National Grid’s forces will be responsible for all work necessary to retire approximately 80’ of 6’ ST LP gas main. This work will be reimbursable to National Grid.

(Item 43) - Near the intersection of Varick Avenue and westbound Meeker Avenue, National Grid shall be responsible for all work associated with retiring approximately 421’ of 6” diameter CI LP gas main heading west along Meeker Avenue until the intersection with Van Dam Street. This work will be reimbursable to National Grid.

(Item 67) - Near the intersection of Varick Avenue and Thomas Street, National Grid shall be responsible for all work necessary to retire approximately 587’ of 12” diameter ST LP gas main. This main continues from this intersection and continues north just past the intersection of westbound Meeker Avenue/Varick Ave. This work is reimbursable to National Grid.

(Item 68) - Just south of the intersection of Varick Avenue and Cherry Street, National Grid shall be responsible for all work necessary to retire approximately 50’ of 12” diameter steel pipe. This work is reimbursable to National Grid.

(Item 69) - Located in the same intersection, National Grid shall be responsible for all work necessary to retire approximately 145’ of 8” diameter 60PSI ST pipe. This work is reimbursable to National Grid.

(Item 70) - Near the intersection of Anthony Street and Varick Avenue to the intersection of Cherry Street and Varick Avenue, National Grid shall be responsible for all work necessary to retire approximately 331’ of 16” diameter, 60PSI ST gas main located in on the east side of Varick Avenue. This work is reimbursable to National Grid.

(Items 72, 71A, 71B) - National Grid’s forces will be responsible for all work necessary to retire approximately 196’ of 6” diameter ST gas main from the intersection of Lombardy Street/Varick Avenue, north to the intersection with Anthony Street. From this point, National Grid’s forces will be responsible for retiring an additional 288’ of 12” diameter ST gas main. This main will be retired up to the intersection at Cherry Street and Varick Avenue as well as an additional 37’ of 12” ST gas main just south of Anthony Street along Varick Avenue.

(Item 75) - At the intersection of Cherry Street and Varick Avenue, National Grid shall be responsible for all work necessary to retire approximately 18’ of 12” diameter ST gas main. This work will be reimbursable to National Grid.

(Item 57) - The National Grid’s forces shall be responsible for all trenching/excavating utility trenches and site restoration work to install approximately 493’ of 8” diameter PE LP gas main in westbound Meeker Avenue from the limits of Varick Street/westbound Meeker Avenue to just west of Van Dam Street.
National Grid will provide all inspection services during this phase of work. This work will be reimbursable to National Grid.

National Grid will require a minimum of 29 days to complete the associated gas main reconstruction utility work for Item 57 near the intersection of Varick Avenue and westbound Meeker Avenue.

(Item 38) - At the intersection of Varick Avenue and Lombardy Street, National Grid’s forces shall be responsible for all work associated with retiring approximately 181’ of 6” diameter CI pipe from the intersection heading east along Lombardy Street. This work will be reimbursable to National Grid.

(Item 73B) – National Grid will be responsible for trenching/excavating utility trenches and site restoration work for their forces to install 75’ of 12” 60 PSI ST gas main, located in Varick Avenue from just south of the intersection of Anthony Street and Varick Avenue to the intersection of the proposed Cherry Street. National Grid will provide inspection services for all phases of this work. This work is reimbursable to National Grid.

National Grid anticipates it will require a minimum of 8 days to complete the associated gas main reconstruction utility work for Item 73B in Varick Avenue south of Anthony Street.

**Work Constructed by the New York State Design Build Contractor**

(Item 73A) - From the end of the line for (73B), the Design Build Contractor will be responsible for trenching/excavating utility trenches and site restoration work for National Grid’s forces to install 120’ of 12” 60 PSI PE gas main to the intersection of the proposed Cherry Street and Varick Avenue. National Grid will provide all inspection services during this phase of work. This new main will be placed in Varick Avenue. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Varick Avenue. National Grid will require a minimum of 16 days to complete the associated gas main reconstruction utility work for Item 73A in Varick Avenue.

**Stewart Avenue**

**Existing Conditions:**

National Grid has several gas utilities located in Stewart Avenue. Between Anthony Street and Cherry Street, National Grid has a 4” diameter gas main located on the east side of the roadway, and approximately 15’-0” off the building line. This line extends down just south of the intersection with Anthony Street, and provides a service connection to #211 Lombardy Street. In the north direction, this line terminates at is junction with the existing 12” diameter, 60 psi wrapped steel pipe in Cherry Street.

(Item 62) – National Grid shall be responsible for cutting and capping the line in the intersection of Anthony Street and Stewart Avenue, as well as retiring 295’ of the 4” diameter 60 PSI PE pipe. This work will be reimbursable to National Grid.

Between Cherry Street and Thomas Street, National Grid has a 12” diameter 60 psi wrapped, welded steel gas main along the west curb line which continues along Stewart Avenue from Cherry Street to out of the project limits. This main is approximately 3’-6” off the curb line.

Near the intersection of Thomas Street and Stewart Avenue, there is a 2” diameter retired main, just west of the existing 12” diameter gas main. There is one service connection off the 12” diameter main, just north of Thomas Street. This service connection is a 2” diameter connection to #551 Stewart Avenue.

**Work to be performed by National Grid:**

(Item 33) - National Grid will retire 35’ of 6” diameter PE pipe under this project. This segment of pipe is located west of the intersection of Gardner Avenue and Lombardy Street. This work shall be performed in
advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

(Item 34) - National Grid will be responsible for this work which will consist of retiring 378' of 6" CI pipe on the south side of Lombardy Street. This work will be from the intersection of Stewart Avenue and Lombardy Street heading east.

(Items 35 & 36) - From the same intersection, heading west, National Grid's forces will retire 50' of 6" PE pipe, as well as 168' of 6" CI pipe.

(Item 37) - Near the intersection of Varick Avenue and Lombardy Street, National Grid's forces will retire 45' of 6" diameter ST gas main. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. All the work associated with Lombardy Street, in this area will be reimbursable to National Grid.

(Item 39) - National Grid shall be responsible for installing approximately 1222' of 4" 60 PSI PE pipe on the south side of Lombardy Street. This new pipe network will begin near the intersection of Lombardy Street and Varick Avenue and will continue east until it's capped near Scott Avenue. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work will be reimbursable to National Grid.

National Grid anticipates it will require a minimum of 59 days to complete the associated gas main reconstruction utility work for Item 39 in Lombardy Street.

(Item 60A) - There is a 6" diameter wrapped, steel main which is serviced by a gas main further north, out of the project limits, along Stewart Avenue which runs along the east side of Stewart Avenue, approximately 6'-0" off the existing curb line. This main will be removed from the area between the NYSDOT Project Limits (identified under callout 60B) and the capped section just south of Thomas Street. Under this project, National Grid will be responsible for all work necessary to retire 140'-0" of this existing 6" diameter steel LP line. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. The cost of this work will be reimbursable to National Grid.

(Item 63A & 63B) - National Grid's forces will be responsible for installing approximately 30' of 4" diameter 60 PSI PE gas main in the Stewart Avenue, just south of Anthony Street, and they will be responsible for installation of 218' of 4" diameter, 60 PSI PE pipe from the intersection of Lombardy Street and Stewart Avenue along the north side of Stewart Avenue to the intersection of Anthony Street and Stewart Avenue. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work will be reimbursable to National Grid.

Lombardy Street is out of the K Bridge's project limits. However, National Grid's forces will perform gas main relocation work in this roadway, specifically in the vicinity of Stewart Avenue and Gardner Avenue.

Since National Grid is performing this work, the agreement includes the anticipated duration for National Grid's forces to perform the gas main installation. National Grid anticipates it will require a minimum of 9 days to complete the associated gas main reconstruction utility work for Item 63B in Stewart Avenue.

Since National Grid is performing this work, the agreement includes the anticipated duration for National Grid's forces to perform the gas main installation. National Grid anticipates it will require a minimum of 1 day to complete the associated gas main reconstruction utility work for Item 63A in Stewart Avenue.

(Item 61) – National Grid shall be responsible for all work necessary to retire 176'-0" of this 12" diameter 60 PSI Steel system from Cherry Street to Thomas Street. The cost of retirement will be reimbursable to National Grid.
(Item 77) - The Design Build Contractor will be responsible for all necessary trenching/excavation utility excavation as well as site restoration after the National Grid forces install a new 510' of 12" 60 PSI steel pipe from the intersection of proposed Cherry Street and Stewart Avenue, heading north in Stewart Avenue, to a point just south of Thomas Street. At this point, the gas main will go west slightly then under the proposed west curb in Stewart Avenue, and continue to a point just north of the intersection of Thomas Street and Stewart Avenue. National Grid will provide inspection services for all phases of this work.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Stewart Avenue. National Grid will require a minimum of 46 days to complete the associated gas main reconstruction utility work for Item 77 in Stewart Avenue.

**Gardner Avenue**

**Existing Conditions**

In Gardner Avenue, National Grid has three gas utilities. The first main is a 12" diameter, 60 psi wrapped, welded steel main. This main is on the west side of Gardner Avenue and is located approximately 3'-6" off the existing curb line. This main connects to the existing 12" diameter, 60 psi gas main located in Cherry Street.

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**Work constructed by National Grid:**

(Item 27) - National Grid will be responsible for all work necessary to retire approximately 505' of the existing 12" diameter, 60 PSI gas main from the intersection of Gardner Avenue heading east along Thomas Street. This work is reimbursable to National Grid.

(Item 26) - The second utility along Gardner Avenue is located on the east side of Gardner Avenue and consists of a 6" steel main located approximately 3'-0" off the existing curb line. This gas line continues along Gardner Avenue, past the intersections with Cherry Street and Thomas Street. There is one service feed from this line, south of Cherry Street. This line consists of a 4" service line to #518 Gardner Avenue. National Grid shall be responsible for all work necessary to retire 434' of this 6" diameter steel line in Thomas Street. This work is reimbursable to National Grid.

The final gas utility is a retired 2" diameter wrought iron service line. This line is located just east of the 8" diameter steel line described above. This line is capped south of Anthony Street, however, it continues north past Thomas Street and out of the project limits.

**Work to be performed by National Grid:**

(Items 21 & 22) - At the intersection of Meeker Avenue and Gardner Avenue, National Grid forces will be responsible for retiring 70' of 6" diameter PE LP gas line. They will also retire 155' of 6" diameter CI LP pipe on the east side of Gardner Avenue, between Meeker Avenue and Townsend Street. This work will be reimbursable to National Grid.

(Item 23) - On the east side of Gardner Avenue, National Grid will retire 268' of 4" diameter steel LP gas line. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work will be reimbursable to National Grid.

(Item 24A) - From the intersection of Thomas Street and Gardner Avenue, south, to the intersection of Gardner Avenue and Cherry Street, National Grid’s forces will be responsible for retiring 370' of 6" diameter steel LP pipe. This work is reimbursable to National Grid.

(Item 24B) - From the intersection of Townsend Street and Gardner Avenue, south, to the intersection of Gardner Avenue and Thomas Street, and then from the south side of Cherry Street south to the intersection of Gardner Avenue/Lombardy Street, National Grid’s forces will be responsible for retiring 639' of 6" diameter steel LP pipe. This work is reimbursable to National Grid.
(Item 25) - National Grid will be responsible for installing 200' of 2" 60 PSI PE gas line from the intersection of westbound Meeker Avenue and Gardner Avenue south along Gardner Avenue in the west sidewalk area. This work is reimbursable to National Grid.

National Grid will require a minimum of 11 days to complete the associated gas main reconstruction utility work for Item 25 in Gardner Avenue.

(Item 29) - National Grid will retire approximately 244' of 12" 60 PSI steel pipe from the vicinity of Thomas Street south to Cherry Street, along Gardner Avenue. This work is reimbursable to National Grid.

(Item 30A) - National Grid will install 336' of 4", 60 psi PE pipe in Gardner Avenue from the intersection of Thomas Street south to the south side of Cherry Street. The Design Build Contractor will be responsible for the excavation work, and site restoration work between Thomas Street and the existing Cherry Street.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Gardner Avenue. National Grid will require a minimum of 14 days to complete the associated gas main reconstruction utility work for Item 30A in Gardner Avenue.

(Item 30B) - The gas main installation south of Cherry Street to Lombardy Street will be the responsibility of National Grid. This work will include the installation of 497' of 4" 60 PSI PE pipe. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This new line will be installed on the east side of the Gardner Avenue. This work is reimbursable to National Grid.

National Grid anticipates it will require a minimum of 14 days to complete the associated gas main reconstruction utility work for Item 30B in Gardner Avenue.

(Item 31) - National Grid will retire approximately 303' of 4" diameter PE pipe near the intersection of Gardner Avenue and Lombardy Street. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

(Item 32) - At the intersection of Gardner Avenue and Lombardy Street, National Grid will be responsible for retiring 105' of 6" CI pipe in the west direction along Lombardy Street. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

Townsend Street

Existing Conditions:
In Townsend Street, National Grid has one gas utilities. The existing main consists of a 6" diameter wrapped steel main which is serviced from Scott Avenue. There are two existing services off this main which include Service to #65 and Building #497 Townsend.

(Item 17) - In the intersection of Townsend Street/Scott Avenue, National Grid shall be responsible for all trenching/excavation work as well as site restoration work, for their forces to install 215' of 2" diameter 60 PSI PE pipe. This pipe will be constructed in the south side of Townsend Street, and will join the newly constructed 4" 60 PSI PE pipe in Scott Avenue. This work shall be performed in advance of the Kosciuszko Bridge Project. This work is reimbursable to National Grid.

National Grid anticipates it will require a minimum of 9 days to complete the associated gas main reconstruction utility work for Item 17 in Townsend Street.
Scott Avenue

Existing Conditions:
In Scott Avenue, National Grid has three gas utilities. The first main is a 6" diameter, 60 psi wrapped, welded steel main that is on the east side of Scott Avenue and approximately 3'-0" from the proposed curb line. This 6" diameter main ends in the intersection area of Cherry Street and Scott Avenue, and only serves as a service connection point to #470 Cherry Street. At the intersection of Thomas Street, the cover on this line becomes approximately 6'-0" deep and connects with the 12" diameter, 50 psi main along Thomas Street.

Work to be performed by National Grid:
(Item 16) - In the intersection of Townsend Street/Scott Avenue, National Grid's forces will retire approximately 142' of 6" ST LP gas main. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. The section of main which will be retired is from the intersection, west along Townsend Street. This work is reimbursable to National Grid.

(Item 18) - At the intersection of Thomas Street and Scott Avenue, there is a 6" diameter wrapped, welded steel main on the west side of Scott Avenue. This main is serviced from the west along Thomas Street, via a 6" diameter wrapped steel gas main. This line continues north, until Townsend Street, where it is capped approximately 19'-0" from the intersection of Townsend and Scott Avenue. National Grid's forces will be responsible for retiring approximately 325' of this 6" diameter ST LP gas line under this project. This work shall be performed in advance of the Kosciuszko Bridge Project. The cost associated with this work is reimbursable to National Grid.

(Item 19B) - The final service line is a 6" diameter, 60 psi wrapped, welded steel main, which starts at the intersection of Thomas Street and Scott Avenue, and continues north until just north of Townsend Street. There is one (1) retired - 4" diameter, 60 psi service connection from this line. This line is located approximately 16'-0" off the existing building fascia line on the east side of Scott Avenue. According to National Grid plate 12A-49A, this line is retired. National Grid's forces will be responsible for retiring approximately 194' of this 6" diameter 60 PSI ST gas main under this project. The cost associated with this work is reimbursable to National Grid.

(Item 19A) - The above service line continues past the intersection of Thomas Street and Scott Avenue, and continues south until just north of Cherry Street. National Grid's forces will be responsible for retiring approximately 296' of this 6" diameter 60 PSI ST gas main under this project. The cost associated with this work is reimbursable to National Grid.

(Item 20A) - The Design Build Contractor shall be responsible for all trenching/excavation work as well as the site restoration work for National Grid's forces to install approximately 286' of 4" diameter 60 PSI PE gas line on the east side of Scott Avenue from the intersections of Cherry Street/Scott Avenue heading north to the intersection of Thomas Street and Scott Avenue. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Scott Avenue. National Grid will require a minimum of 12 days to complete the associated gas main reconstruction utility work for Item 20A in Scott Avenue.

(Item 20B) - National Grid shall be responsible for all trenching/excavation work, site restoration work for National Grid's forces to install approximately 197' of 4" diameter 60 PSI PE gas line on the east side of Scott Avenue from the intersections of Thomas Street/Scott Avenue heading north to the intersection of Townsend Street and Scott Avenue, at this point this line will be capped. This work is reimbursable to National Grid.

National Grid will require a minimum of 10 days to complete the associated gas main reconstruction utility work for Item 20B in Scott Avenue.
Thomas Street

Existing Conditions:

Thomas Street runs from Varick Street heading east to Newtown Creek. Some reconstruction work will take place on Thomas Street between Stewart Avenue and Gardner Avenue which may affect any existing gas services which are described below:

National Grid does not have any facilities in Thomas Street between Varick Avenue and Stewart Avenue. There are no facilities located between Stewart Avenue and Gardner Avenue as well. Between Gardner and Stewart Avenue, National Grid has a 12" diameter, 60 psi wrapped, welded steel gas main on the south side of Thomas Street, approximately 18 feet from the existing building line. This line is serviced from Gardner Avenue from the south and eventually gets capped just east of Scott Avenue. There is an existing 4" diameter service feed from this line which services #500 Thomas Street.

There is also a 6" diameter wrapped steel gas main on the south side of Thomas Street between Gardner and Scott Avenues. The line is approximately 16 feet from the existing building line. This line is capped at the intersection of Gardner Avenue and Thomas Street and continues east until the intersection of Thomas Avenue and Scott Avenue. In Scott Avenue, the line heads to the north and out of the project limits. There is a 2" diameter service feed, located just west of Scott Avenue from this service line.

Work to be performed by the New York State Design Build Contractor

(Item 28) - The Design Build Contractor shall be responsible for all trenching/excavating utility trenches and site restoration work for National Grid's forces to install approximately 457' of 4" 60 PSI PE gas main from the intersection of Gardner Avenue east to Scott Avenue. National Grid will be responsible for all gas main installations, as well as inspection services for this phase of work.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Thomas Street. National Grid will require a minimum of 15 days to complete the associated gas main reconstruction utility work for Item 28 in Thomas Street.

Cherry Street

Existing Conditions:

Nation Grid has two (2) gas mains which run along Cherry Street. Prior to Vandervoort Avenue the gas mains were described under the eastbound Meeker Avenue description. This section will describe the Nation Grids utilities from the intersection of Vandervoort Avenue going east.

The 12" diameter, 15 psi wrapped, welded steel gas main continues from the west, through the intersection of Vandervoort and Cherry Street. This line is approximately 6'-8" from the existing curb line along Cherry Street, once this main reaches Porter Avenue it bends and is located approximately 3'-0" from the north curb line. This line continues until Varick Avenue in along the north curb line and connects with a network of mains in Varick Avenue.

Work to be performed by National Grid:

(Item 64) - In the intersection of Cherry Street and Gardner Avenue, National Grid has an existing 12" diameter steel main. Under this contract, National Grid will be responsible for all work necessary to retire approximately 27' of this utility.

(Item 65) - Past the intersection of Varick and Cherry Street, there is a 12" diameter 60 psi steel gas main located approximately 2'-6" off the existing curb line. This main continues along Cherry Street past Stewart Avenue and terminates at the intersection of Gardner Avenue and Cherry Street. Under this project, National Grid will be responsible for all work necessary to retire approximately 955' of this existing 12" diameter, 60 PSI steel main which is east and west of Stewart Avenue. This retirement also includes
a section of the 12" 60 PSI ST line from the intersection of Cherry Street and Gardner Avenue under this project.

Just above the noted 12" diameter gas main, there is a 2" retired gas pipe that extends from approximately just west of Gardner Avenue, past the intersection of Gardner Avenue and Cherry Street and out of the project limits. No work is anticipated for this utility.

(Item 66) - In the intersection of Cherry Street and Stewart Avenue, there is an existing 6" diameter, 60 PSI steel gas main. National Grid will be responsible for all work necessary to retire approximately 14' of this main. This work is reimbursable to National Grid.

(Item 76) - The Design Build Contractor shall be responsible for all work associated with trenching/excavation of the utility trench for National Grid's forces to install approximately 460' of 12" diameter 60 PSI steel gas main from the intersection of Varick Avenue, east to the intersection with Cherry Street and Stewart Avenue. National Grid will provide inspection services for all phases of this work. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Cherry Street. National Grid will require a minimum of 38 days to complete the associated gas main reconstruction utility work for Item 76 in Cherry Street.

Queens

43rd Street (Hobson Avenue)

Existing Conditions:
National Grid has an existing 8" diameter cast iron, black steel service main located approximately 5'-0" off the west curb line of 43rd Street. This main has an approximate cover of 3'-0". The gas main is serviced from 54th Avenue. The main runs in a south direction along 43rd Street until its intersection with 54th Road (Waters Ave.). At this location, the main becomes a 6" diameter cast iron, black steel pipe, with an approximate cover of 3'-4". This arrangement continues south, past 54th Drive (Gold Place / Joy Ave), 55th Ave., until 56th Road. The gas main continues south out of the project limit.

Work to be performed by National Grid:
(Item 1) - National Grid's forces will be responsible for retiring 60' of 8" diameter steel main in the intersection of 54th Avenue, and 43rd Street. There is no cost to the Department for this work.

(Item 2) - National Grid's forces will retire 13' of 8" diameter PE pipe in the intersection of 54th Avenue and 43rd Street. There is no cost to the Department for this work.

(Item 3) - National Grid's forces will be responsible for retiring 230' of 8" diameter cast iron pipe from 54th Avenue/43rd Street to 54th Road (Waters Avenue). This retirement will be at no cost to the Department.

(Item 5) - National Grid's forces will be responsible for retiring 765' of 6" diameter cast iron pipe from the intersection of 54th Road (Waters Ave.) to the intersection of 55th Road (Prospect Pl.). This retirement will be at no cost to the Department.

(Item 6) - At the intersection of 55th Road (Prospect Pl.) to 56th Drive (Rust Street), National Grid's forces will be responsible for retiring 505' of 6" diameter steel pipe. This retirement will be at no cost to the Department.

(Item 8) - National Grid will install new gas service in 43rd Street. The new service will be located on the east side of 43rd Street and will consist of the following: National Grid's forces will be responsible for installing 545', 4" diameter 15 psi PE pipe from the intersection of 54th Avenue and 43rd Street to just
south of 54th Drive (Gold Pace/Joy Ave.). At this point, the new service line will tie into the existing 6" diameter line. The cost of this work will be borne by National Grid.

National Grid will require a minimum of 49 days to complete the associated gas main reconstruction utility work for Item 8 in 43rd Street.

56th Road

Existing Conditions:
In the intersection of 56th Road and Laurel Hill Boulevard, National Grid has a 6" diameter plastic gas main which is installed approximately 9'-0" from the existing curb line. This system changes over to a 6" diameter wrap, welded steel gas main in the north shoulder of 56th Road and continues down until it intersects with 43rd Street.

Approximately 32' from the south fence line on 56th Road, in the roadway, there is a retired 6" diameter black steel gas main. This line appears to terminate at approximately the location of service connection for 42-02 56th Road.

There is also an additional 6" diameter cast iron, black steel gas main between the two mains mentioned above. This line is also retired and terminates in the same area as above.

There is an assumed 6" diameter wrap, welded steel feed at the intersection of 56th Road and 43rd Street, near the southwest corner of the roadway. This line services a connection on the north side of 56th Road. This area is out of the project limits and will not be affected.

Work to be performed by National Grid:
(Item 11) - National Grid's forces will be responsible for all work necessary to retire approximately 470' of 6" diameter ST gas main on the north side of 56th Road, from the intersection of 56th Road/43rd Street. This work is reimbursable to National Grid.

(Item 12 & 13) - National Grid's forces will retire approximately 220' of 6" diameter PE pipe along the north side of 56th Road just east of the intersection of 56th Road/Laurel Hill Boulevard. Once at the intersection, National Grid's forces will retire an additional 335' of 6" diameter PE pipe along Laurel Hill Boulevard. This work is reimbursable to National Grid.

(Item 14) - National Grid's forces will be responsible for all work necessary to install new gas main service in the south side of 56th Road from the intersection of 43rd Street/56th Road west just past the intersection of Laurel Hill Boulevard and 56th Road. This new system will consist of installation of approximately 715' of 4" diameter 15 psi PE pipe. This work is reimbursable to National Grid.

National Grid will require a minimum of 30 days to complete the associated gas main reconstruction utility work for Item 14 in 56th Road.

55th Avenue

Existing Conditions:
National Grid has an existing 6" diameter wrapped, welded steel gas main which is serviced from 43rd Street. The gas main is located on the south side of the roadway and approximately 5'-0" from the curb line. The gas main is capped in 55th Avenue and has one service connection to #42-20, 55th Avenue.

Work to be performed by National Grid:
(Item 10) - National Grid's forces shall be responsible for all work necessary to retire 145'-0" of the existing 6" diameter steel pipe from the intersection of 55th Avenue and 43rd Street. This work is to be performed at no cost to the Department.
54th Drive

*Work to be performed by National Grid:*

(Item 7) - In the intersection of 54th Drive and 43rd Street, National Grid has an existing 6" diameter steel gas line. National Grid's forces shall be responsible for all work necessary to retire, 52' of this existing 6" diameter line. This work will be performed at no cost to the Department.

(Item 9) - National Grid has an existing 2" diameter steel gas main along the north side of 54th Drive. The main is located approximately 3'-0" from the existing curb line. National Grid's forces will be responsible for all work necessary to retire the existing 110' of the 2" diameter line heading west along 54th Drive. This work will be performed at no cost to the Department.

54th Road

*Work to be performed by National Grid:*

(Item 4) - National Grid does not have any facilities west of 43rd Street in this location. Under National Grid's proposed gas work, they will be responsible for retiring a 50'-0" section of the 4" CI gas main from the intersection of 54th Road and 43rd Street, east of 43rd Street. This does not affect the K Bridge project. This work will be performed at no cost to the Department.

54th Avenue

National Grid does have facilities located in the intersection of 54th Avenue and 43rd Street.

However, the scope of this project will not affect these services. National Grid anticipates retiring some mains in this area. The scope of work has been described under the section for 43rd Street.

Laurel Hill Boulevard

National Grid has an existing 6" diameter black steel, cast iron gas main running along the south side of Laurel Hill Boulevard. The main has an approximate cover of 3'-6" and is currently called out as retired. No additional information exists for this main.

*Work to be performed by National Grid:*

(Item 15) - National Grid's forces will be responsible for all the work necessary to install approximately 300' of 4" diameter, 15 PSI PE pipe from the intersection of Laurel Hill Boulevard and 56th Road heading west along Laurel Hill Boulevard. This work is reimbursable to National Grid.

National Grid will require a minimum of 9 days to complete the associated gas main reconstruction utility work for Item 15 in Laurel Hill Boulevard.
II. Financial Responsibility (check appropriate boxes):

9 The facilities to be adjusted under the terms of this Agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the Owner.

9 Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)

☒ Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

9 Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

9 Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.

9 Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the Owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.

☒ The Owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

Reimbursed under Highway Law 10-24-b as an interstate project
III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

☑️ Contract let by the Commissioner.

☐ Contract let by the Owner, (check applicable statement, i.e., a or b)

☐ a. Best Interests of State.

☐ b. Utility not sufficiently staffed or equipped.

☑️ By the Owner's forces. (For utility installation, retirement and inspection)

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

☐ There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this Agreement.

☐ There is betterment described as follows:

☐ The Owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

☐ The Owner hereby agrees to deposit with the Comptroller of the State of New York the amount of $______________ to cover the cost of the betterment as described above.

☐ The Owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

All compensable claims covered by this Agreement will be included in one of the following:

A. Privately Owned Property Agreement executed prior to the performance of the work.
B. Municipal Agreement executed prior to performance of the work.
C. Reimbursement Agreement executed prior to performance of the work.
D. Such other agreement as approved by NYSDOT Office of Legal Affairs.
VI. Confidentiality

The use and treatment of any proprietary or confidential information disclosed by a party to the other party under this Agreement or in connection with the Project shall be governed by the Non-Disclosure Agreement, dated November [12/2013], 2013, executed by both parties and attached hereto as Exhibit A. NYDOT and National Grid understand and agree that this Article VI is meant to be legally binding upon both parties.

VII. Non-Binding Agreement

The New York State Department of Transportation and National Grid understand and agree that this Agreement is only an expression of the parties' mutual intent and understanding. The satisfaction of the condition set forth in this Agreement shall have no effect and shall not operate to obligate either party. Except for the terms of Article VI (Confidentiality), the parties acknowledge that neither NYDOT nor National Grid shall be bound by anything set forth in this Agreement.

VIII. References

The following documents are herewith incorporated in this Agreement be reference (check appropriate boxes)


☑ Contract documents:
  Contract number D900011
  PIN X73124
  Plan sheets Nos UTN-1, UTP-01 through UTP-24


9 Owner's estimate sheets form No. ________________________________

9 Resolution dated ______________________, by ________________________________

  9 Granting the State of New York authority to perform the adjustment for the Owner.
  9 Agreeing to maintain facilities adjusted via State-let contract.
  9 Authorizing deposit of funds by the Owner.

9 Certification by the Owner or his agent that he has the legal authority to enter into this Agreement.

Mr. Gerard P. Lunardi - National Grid  Director Construction - NY  11/5/13
(Print/Type Name) Owner or Agent (Signature) Title Date

Mr. , Utilities Engineer  11/15/13
For NYSDOT Commissioner of Transportation Title Date
### National Grid Gas Facility Installation & Retirement Linear Footage

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### PROPOSED GAS RELOCATION SCOPE OF WORK
(REIMBURSABLE & NON-REIMBURSABLE) FOR BROOKLYN & QUEENS

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Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Proposed Gas Relocation Scope of Work
(Reimbursable & Non Reimbursable), for Brooklyn & Queens

Site Plan
Brooklyn

Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

Site Plan
Queens

REVISION-5.1 DATE: 11-8-2013
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-7-77
SHT 1 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

National Grid

ID-12-16
SHT 6 OF 36

Match to SHT 5 OF 36

Ret 470'-0"~6" ST
Reimbursable

Ret 505'-0"~6" ST
Non-Reimbursable

Inst 715'-0"~4" 15 PSI PE
Reimbursable

11

12-16
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
12-13

Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-12-13
SHT 8 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-12A-49A
SHT 11 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

19B. RET 194' ~ 6' 60 PSI PE

20A. INST 286' ~ 4' 60 PSI PE

20B. INST 286' ~ 4' 60 PSI PE

12A-52A

12A-52A

MATCH TO SHEET 13 OF 36

19A. RET 296' ~ 6' 60 PSI ST

REIMBURSABLE

RET 505' ~ 12" 60 PSI ST

REIMBURSABLE

INST 457' ~ 4" 60 PSI PE

REIMBURSABLE

RET 434' ~ 6" ST

REIMBURSABLE

NYS DOT PROJECT LIMITS

27

28

26

MATCH TO SHEET 11 OF 36

MATCH TO SHEET 12 OF 36

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-12A-52A

SHT 12 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

REIMBURSABLE

RET 296' ~ 6" 60 PSI ST

INST 286' ~ 4" 60 PSI PE

REIMBURSABLE

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-12A-30
SHT 13 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens
Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens

ID-12-82
SHT 18 OF 36
Proposed Gas Relocation Scope of Work
(Reimbursable & Non Reimbursable),
for Brooklyn & Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

ID-12-84
SHT 19 OF 36

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens
Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens

Proposed Gas Relocation Scope of Work
(Reimbursable & Non Reimbursable),
for Brooklyn & Queens

ID-12-85
SHT 20 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

12A-32

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-12A-32
SHT 22 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens

Proposed Gas Relocation Scope of Work
(Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-12A-66
SHT 25 OF 36

National Grid

12A-66
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens

Proposed Gas Relocation Scope of Work
(Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-12A-45
SHT 27 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-12A-50
SHT 29 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-12A-65
SHT 30 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

12A-87

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens
Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens

12A-64

RET 214' ~ 6" ST
REIMBURSABLE

INST 66' ~ 8" PE
REIMBURSABLE

INST 1,050' ~ 12" PE
REIMBURSABLE

RET 15' ~ 6" CI
REIMBURSABLE

INST 493' ~ 8" PE
REIMBURSABLE

RET 345' ~ 6" PE
REIMBURSABLE

RET 421' ~ 6" CI
REIMBURSABLE

NYS DOT PROJECT LIMITS
38'-0" EEC (VAN DAM ST)

NYS DOT PROJECT LIMITS
1,050' ~ 12" PE

ID-12A-64
SHT 33 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") dated as of November [ ], 2013 (the "Effective Date"), between the New York State Department of Transportation ("NYDOT"), a New York State Agency and The Brooklyn Union Gas Company d/b/a National Grid, ("National Grid") a New York corporation (each, individually, a "Party" and, collectively, the "Parties").

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, the Parties desire to disclose Information to each other in connection with NYDOT Project No. X731.24 involving the adjustment of certain utility facilities due to the replacement of the Kosciuszko Bridge (over Newtown Creek between Kingsland Avenue in Brooklyn, NY and the Long Island Expressway Interchanged in Queens, NY) (the "Purpose"); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Affiliates in connection with such Purpose, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Definitions.

(a) The term "Information" means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed by the Disclosing Party or its Affiliates (or its or its Affiliates' agents, servants, contractors, representatives, or employees) to the Recipient or its Representatives (as such term is defined below) in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed; and

(ii) memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(b) The term "Recipient" means a Party to whom the other Party discloses Information in its possession.
(c) The term "Disclosing Party" means the Party disclosing Information in its possession to a Recipient.

(d) The term "Representative(s)" means the Affiliates of a Recipient and the officers, directors, employees, contractors, and representatives of such Recipient and its Affiliates.

(e) The term "Affiliate" shall mean any person controlling, controlled by, or under common control with, any other person; "control" shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person.

§2. Permitted Disclosure. Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and shall not divulge Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Agreement and agrees to observe and comply with the obligations of the Recipient under this Agreement with regard to such Information. The Recipient shall be responsible hereunder for any breach of the terms of this Agreement to the extent caused by its Representatives.

§3. Exclusions from Application.

(a) This Agreement shall not apply to Information that,

(i) at the time of disclosure to the Recipient, is in the public domain, or thereafter enters the public domain without any breach of this Agreement by the Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Affiliates prior to its disclosure by the Disclosing Party to Recipient hereunder,

(iii) is rightfully acquired by Recipient or its Affiliate(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Affiliates independently of the Information
disclosed to it (as evidenced by written documentation.)

§4. *Production of Information.* The Recipient agrees that if it is required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of the Disclosing Party’s Information, it shall provide the Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient (or any Representative of the Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, the Recipient may disclose that portion of the Information which its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Agreement. In any event, the Recipient will use reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and will not oppose any action by, and will reasonably cooperate with, the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5 *Scope of Use.* Recipient and each of its Representatives shall use Information disclosed by the Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without the Disclosing Party’s prior written consent.

§6. *No Representations; No Rights Conferred.* Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy, completeness or reliability of any Information disclosed hereunder. Disclosing Party, its directors, managers, officers, and employees shall have no liability whatsoever with respect to the use of, or reliance upon, the Information by the Recipient or its Affiliates. Recipient shall not acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient, under any trademark, patent, or other intellectual property right, is either granted or implied by the conveying of Information to the Recipient.

§7. *Return or Destruction of Information.* Recipient shall return and deliver, or cause to be returned and delivered, to the Disclosing Party, or destroy (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within 30 days of a written request by the Disclosing Party. The foregoing notwithstanding, Recipient may retain one copy of such Information for archival purposes only and subject to compliance with the terms of this Agreement.

§8. *No Partnership, Etc.* Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Agreement. Neither this Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as said discussions or work do not result in the disclosure of Information in violation of the terms of this Agreement. The terms of this Agreement shall not be construed to limit either Party’s right to independently engage in any
transaction, or independently develop any information, without use of the other Party’s Information.

§9. **Term and Termination.** Recipient’s obligations and duties under this Non-Disclosure Agreement shall survive indefinitely from the Effective Date (the “Term”). This Non-Disclosure Agreement may be terminated by either Party upon thirty (30) days advance written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive for the Term for all Information disclosed prior to such termination.

§10. **Injunctive Relief.** The Parties acknowledge that a breach of this Agreement by Recipient may cause irreparable harm to the Disclosing Party for which money damages would be inadequate and would entitle the Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. **Governing Law; Consent to Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the State of New York for the purpose of interpretation and enforcement of this Agreement.

§12. **Amendments.** This Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of both Parties to this Agreement.

§13. **Assignment.** This Agreement may not be assigned without the express written consent of both Parties hereto; provided, however, that either Party may assign this Agreement to an Affiliate without the other Party’s consent.

§14. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§16. **Consents and Waivers.** Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken
together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

§18. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Agreement or any discussions between the Parties regarding the Purpose without the prior written consent of the other Party, such consent not to be unreasonably withheld.

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the Parties as of the date first above written.

New York State Department of Transportation

By: ___________________________
Name: __________________________
Title: __________________________

The Brooklyn Union Gas Company

By: ___________________________
Name: __________________________
Title: __________________________
If Response Modification Factors (R Factors) are used in the design and analysis, they shall be per Section 6B.4 – Design and Analysis of the NYSDOT Standard Specifications for Highway Bridges – 2003 Update (Blue Pages). Note that the Kosciuszko Bridge is designated as a Critical Bridge.

Criteria for inelastic static (pushover) analyses shall be per the AASHTO Guide Specifications for LRFD Seismic Bridge Design, 1st Edition with 2010 Interim Revisions and the following:

• **Global Displacement Criteria**

  The global structure displacement, Δd, is the total displacement at a particular location within the structure. The global displacement will include components attributed to foundation flexibility (i.e. foundation rotation or translation), flexibility of essentially elastic components such as bent caps, and the flexibility attributed to the elastic response of ductile members. The analytical model for determining the displacement demands shall include as many of the structural characteristics and boundary conditions affecting the structure’s global displacements as possible.

  Each bridge unit shall satisfy Equation 1:

  $\Delta d < 0.67 \Delta c$  

  (Eq. 1)

  where:

  $\Delta d$ = Displacement demand (in.)

  $\Delta c$ = Displacement capacity (in.)

  Displacement demands may be computed from a global multimode response spectrum analysis as described in Section 54.3 – Elastic Dynamic Analysis (EDA) of the AASHTO Guide Specifications for LRFD Seismic Bridge Design. The global analysis shall utilize effective (cracked) section properties, as appropriate, to obtain realistic values for the structure’s period and seismic displacement demands. The effects of foundation stiffness (flexibility) shall also be included if significant.

  When the component model includes degradation of strength with increasing deformation, or when P-Delta effects counteract strain hardening, then the pushover analysis will show an increasing load with displacement to a maximum load and then the load may decrease with increasing displacement. This behavior can lead to large deformations and concentration of damage in degrading components. The reduction in lateral load may be large before a component reaches its deformation capacity. The maximum displacement shall limited to a point at which 80% of the peak lateral load is reached, and not permit further reduction in lateral load capacity.

• **Substructure Unit Ductility Demand**

  Ductility demand is a measure of the imposed plastic deformation on a structure. The ductility demand is a function of the displacement demand and the yield displacement from the pushover analysis. Ductility demand is mathematically defined by Equation 2:

  \[ \mu_d = \frac{\Delta d}{\Delta y} \]  

  (Eq. 2)
where:

\[ \mu_d = \text{Ductility demand (dimensionless)} \]

\[ \Delta d = \text{Displacement demand (in.)} \]

\[ \Delta y = \text{Yield displacement (in.)} \]

For the purpose of ductility computations, the yield displacement used in Equation 2 shall be the idealized yield displacement. The idealized yield displacement is that displacement which corresponds to the effective or idealized yield moment as obtained from a Moment-Curvature (M-C) analysis of the section.

For conventional ductile design, the ductility shall be limited to the values shown in Table 1, below.

**Table 1 – Substructure Unit Quantitative Damage Criteria (Maximum Ductility Demand \( \mu_d \))**

<table>
<thead>
<tr>
<th>Substructure</th>
<th>Design Earthquake</th>
<th>Critical Bridges</th>
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<tbody>
<tr>
<td><strong>Superstructure</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prestressed Concrete Pile Interior Bents</td>
<td>FEE</td>
<td>1.0</td>
</tr>
<tr>
<td>Prestressed Concrete Pile End Bents</td>
<td>SEE</td>
<td>1.0</td>
</tr>
<tr>
<td>Single Column Bents</td>
<td>FEE</td>
<td>2.0</td>
</tr>
<tr>
<td>Multi Column Bents</td>
<td>SEE</td>
<td>3.0</td>
</tr>
<tr>
<td>Pier Walls Weak Axis</td>
<td>FEE</td>
<td>2.0</td>
</tr>
<tr>
<td>Pier Walls Strong Axis</td>
<td>SEE</td>
<td>1.0</td>
</tr>
</tbody>
</table>
Modeling of material properties, including stress-strain models for mild reinforcing steel, prestressing steel and concrete, shall be per Section 8.4 – Properties and Applications of Reinforcing Steel, Prestressing Steel and Concrete for SDCs B, C and D of AASHTO Guide Specifications for LRFD Seismic Bridge Design.
SP. 23 Project Labor Agreement
PROJECT LABOR AGREEMENT

BETWEEN

(DESIGN BUILD CONTRACTOR)

AND THE

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY

FOR THE PROJECT LOCATED AT

KOSCIUSZKO BRIDGE
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PROJECT LABOR AGREEMENT COVERING REPLACEMENT OF THE KOSCIUSZKO BRIDGE IN KING’S AND QUEEN’S COUNTIES

ARTICLE 1 - PREAMBLE

WHEREAS, the New York State Department of Transportation, (NYSDOT or Department) has a contract with ______________________ (“Design Build Contractor”) to perform design and construction services for its project at the Kosciuszko Bridge (PIN No. X731.24, D900011);

WHEREAS, the New York State Department of Transportation and [Design Build Contractor] desire to provide for the cost efficient, safe, quality, and timely completion of the replacement of the Kosciuszko Bridge ("Project Work," as defined in Article 3);

WHEREAS, it is estimated that the cost of construction of the Project will exceed several hundred million dollars, and

WHEREAS, as a result, the Department authorized a contract with Hill International, ("Hill") to perform a Needs Assessment/Due Diligence Report for a possible Project, and

WHEREAS, on August 15, 2013, Hill submitted a final Due Diligence Study which recommended negotiation of a PLA with respect to the Project, and

WHEREAS, the terms of this Agreement were the subject of the Due Diligence Study; and

WHEREAS, the Commissioner of Transportation adopted the findings of the Due Diligence Study pursuant to a Project Labor Agreement Record Review and Determination dated August 20, 2013 Commissioner’s determination, and

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, by the Building and Construction Trades Council of Greater New York and Vicinity and the signatory Local Unions and their members waiving various shift and other hourly premiums and other work and pay practices which would otherwise apply to Project Work;

(2) expediting the construction process and otherwise minimizing the disruption to the Department’s ongoing operations at the facilities that are the subject of the Agreement;

(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 and peace 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 and shift hours and times to allow maximum work to be done during off hours yet at affordable pay rates;

(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;

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

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

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, its participating affiliated Local Unions and their members, desire to assist the Department and [the Design Build 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; and

NOW, THEREFORE, the Parties enter into this Agreement:
SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by [the Design Build Contractor (DBC)] and the Building and Construction Trades Council of Greater New York and Vicinity ("Council") (on behalf of itself) and the signatory affiliated Local Union’s ("Unions" or “Local Unions”). The Council and each signatory Local Union hereby warrants and represents that it has 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 the Design Build 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 Building and Construction Trades Council of Greater New York and Vicinity is referred to as the “Council.” The work covered by this Agreement (as defined in Article 3) is referred to as “Project Work.”

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: the Agreement is executed by (1) the Council, on behalf of itself, (2) the participating affiliated Local Unions; and (3) an Executive Officer of the Design Build Contractor with authority to bind the organization; and the Agreement is approved by (1) the Building and Construction Trades Department, and (2) the Federal Highway Administration of the U.S. Department of Transportation.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates,
and all Contractors of all tiers performing Project Work as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3 and all Contractors 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 Design Build Contractor on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements as listed in 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 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 contained herein; and provided further 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. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule “A,” 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, which is not set forth in this Agreement, shall be binding on this Project Work unless endorsed in writing by the Design Build Contractor.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Design Build Contractor and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE DESIGN BUILD CONTRACTOR

The Design Build Contractor shall require 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. Neither the Department nor the Design Build Contractor shall be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Design Build Contractor in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the Design Build Contractor has sole discretion at any time to terminate, delay or suspend the Project Work, in whole or part, on any Phase.

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 that is performed at any location other than the site of Project Work.
SECTION 8. SUBCONTRACTING

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

ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. WORK COVERED

Project Work shall be defined as all construction contracts for all construction work related to the replacement of the Kosciusko Bridge, which is bid and let after the effective date of this Agreement, and shall hereafter be referred to as “Project Work.” No work within the jurisdiction of an affiliated union shall be excluded from the Project Work unless expressly excluded in this Agreement. This Agreement is effective upon full execution by the Parties. All Parties, including the participating signatory Local Unions, may execute the Agreement in counter-parts.

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 advertised and let for bid after the effective 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.

SECTION 2. EXCLUDED EMPLOYEES

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

A. Superintendents, supervisors (excluding general forepersons, forepersons, and field surveyors, specifically covered by a craft’s Schedule “A” collective bargaining agreement), 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;

B. Employees of the Department of Transportation, or any other municipal or State agency, authority or entity, or employees of any other public employer, even though working 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” collective bargaining agreement;

D. Employees of the Design Build Contractor (except that employees of the Design Build Contractor performing manual, on-site construction labor will be covered by this Agreement);

E. Employees engaged in on-site equipment warranty work unless employees are already working on the site and are certified to perform warranty work;

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

G. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Design Build Contractor, or any of the Design Build Contractor’s other professional consultants, and such laboratory, testing, inspection or surveying firm; 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.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor that do not perform Project Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Design Build Contractor or any Contractor. The Agreement shall further not apply to any New York State or any municipal or State agency, authority, or entity other than the Design Build Contractor and nothing contained herein shall be construed to prohibit or restrict the Design Build Contractor or its employees, or any State, or municipal or State authority, agency or entity and its employees, from performing on or off-site work related to 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 Design Build 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 Design Build Contractor and Contractors agree to utilize, employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area collective bargaining agreements. Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48 hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, 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
basis.

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 or female applicants in percentages equaling the workforce participation goals adopted by the Department and set forth in the Design Build Contractor’s bid specifications, within 48 hours of the request for same, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5. DBE CONTRACTORS

The Local Unions recognize that the NYS Department of Transportation has a program to encourage and foster work opportunities for certified Disadvantaged Business Enterprises (DBEs) and the Local Unions will work cooperatively with the NYS Department of Transportation and Design Build Contractor in their efforts to provide such work opportunities.
SECTION 6. 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 craft employees to fulfill the requirements of the Contractor.

SECTION 7. UNION DUES

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

SECTION 8. 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” collective bargaining agreement, and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local collective bargaining agreement prohibits a foreperson from working when the craft persons he is leading exceed a
specified number.

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and Design Build Contractor) one representative, and/or the Business Manager, who shall be afforded access to the Project Work site.

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 Contractor and Design Build 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” collective bargaining agreement 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” collective bargaining agreement provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

**ARTICLE 6- MANAGEMENT’S RIGHTS**

**SECTION 1. RESERVATION OF RIGHTS**

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Department including standard restrictions related to security and access to the site that are equally applicable to Department 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 which limit or restrict productivity or efficiency of the individual shall be permitted or observed.

**SECTION 2. MATERIALS, METHODS & EQUIPMENT**

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

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS
SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity on Project Work for any reason by any Union or employee against the Design Build Contractor and Contractors or other employers. This Agreement, including the provisions of this Article, shall apply to all Project Work and any work that is not covered by this Agreement is not considered Project Work and shall not be covered by this provision of the Agreement. There shall be no lockout at this Project Work site by the Design Build Contractor or any Contractor. Contractors and Affiliated Unions shall use their best efforts to ensure compliance with this Section and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

SECTION 2. DISCHARGE FOR VIOLATION

The Design Build 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 the Design Build 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 Design Build 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

The Design Build Contractor, and 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 J.J. Pierson or Richard Adelman, who shall alternate (beginning with Arbitrator J.J. Pierson) 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 Design Build 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 email, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Design Build Contractor and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. The Design Build Contractor (or such other designee of the Design Build Contractor) 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 Design Build 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 Program 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; and 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by a designee of the Design Build Contractor and the President of the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. 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 Design Build 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 or as soon thereafter as practical. 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 or as soon thereafter as practical. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days or as soon thereafter as practical, 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 Design Build Contractor (or
designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, or as soon thereafter as practical, 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 Design Build Contractor (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement or as soon thereafter as practical.

**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, or as soon thereafter as practical, submit the grievance in writing (copies to other participants, including the Design Build Contractor or designee) to J.J. Pierson or Richard Adelman, 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. [Insert Arbitrators’ contact information]

(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 Design Build Contractor (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented 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 Design Build Contractor and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY DESIGN BUILD CONTRACTOR

The Design Build 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/BCTD 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.

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 hourly wage and fringe benefit rates applicable for those classifications as required by the applicable prevailing wage laws.

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 established jointly trusteed 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 trusteed fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts or plans of any kind which 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 trusteed 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.

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”); to the extent permitted by law the Design Build Contractor agrees that where any such union and/or fringe benefit fund shall notify the Design Build 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 and the Delinquent Contractor shall 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 Design Build Contractor shall withhold from amounts then or thereafter becoming due and payable to the Delinquent Contractor an amount equal to that portion of such payment due to the Delinquent Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it, 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 Design Build Contractor and the Delinquent Contractor, be deemed a payment by the Design Build Contractor to the Delinquent Contractor; The union or its employee benefit funds shall include in its notification of delinquent payment of fringe
benefits 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 such notification any amount such Delinquent Contractor may have failed to pay on any other Department or Non-Department project. In the event that a union and/or its fund notifies the Design Build 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 fund the amount claimed to be owned to the union or fringe benefit fund, 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), the Design Build Contractor is required to withhold from payment to the Delinquent Contractor the amount of the claim until the claim has been suitably discharged.

D. Payment to a fringe benefit fund under this provision shall not relieve the Design Build Contractor or Delinquent Contractor from responsibility for the work covered by the payment. Nothing contained herein shall create any obligation on the part of the Department to pay any union or fringe benefit fund, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the union/fund and/or fringe benefit and the Department.

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

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall be Monday through Friday. The standard work day shall be 8 hours per day, plus ½ hour unpaid lunch period.

B. In accordance with Project needs, there shall be flexible start times with advance notice from 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 8
hour day, and up to 7:30 p.m. for a 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 the Design Build Contractor's phasing plans. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Design Build Contractor's phasing plans. Subject to the foregoing, starting and quitting times shall occur at the staging areas designated by the Contractor.

C. Scheduling - Monday through Friday is the standard work week; 8 hours of work plus ½ hour unpaid lunch.

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

SECTION 2. OVERTIME

Overtime shall be paid for any work performed Monday through Friday over eight (8) hours in a day. All work, including all overtime work performed on Saturday, Sunday and Holidays will be paid pursuant to the applicable Schedule “A” collective bargaining agreements. 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 work, 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 shift work, Monday through Friday, shall be within the discretion of the Contractor in order to meet Project Work schedules and
existing Project Work conditions. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Design Build Contractor, and must be scheduled with not less than five work days notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts, Monday through Friday – For shift work performed Monday through Friday, the second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the Design Build Contractor phasing plans with notice to the local unions. There shall be no reduction in shift hour work. With respect to second and third shift work performed Monday through Friday, there shall be a 15% shift premium. All weekend work, including weekend shift work, shall be paid in accordance with the Schedule “A” collective bargaining agreements.

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

SECTION 4. HOLIDAYS

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

- New Years Day
- Labor Day
- Martin Luther King Day
- Veteran’s Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

All said holidays shall be observed on the date designated by New York State. It is agreed that Christmas Eve and New Years Eve shall be scheduled and paid pursuant to the Schedule “A” Agreements.
B. Payment - Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule “A” collective bargaining agreement.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed.

SECTION 5. REPORTING PAY

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

B. When an employee, who has completed his/her 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 his/her own volition or is discharged for cause or is not working as a result of the Contractor’s invocation of Section 7 below, he/she 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” collective bargaining agreement requires a full weeks’ pay for forepersons.

SECTION 7. PAYMENT OF WAGES

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

SECTION 8. EMERGENCY WORK SUSPENSION

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

SECTION 9. INJURY/DISABILITY

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

SECTION 10. TIME KEEPING

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

SECTION 11. MEAL PERIOD

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

SECTION 12. BREAK PERIODS

There will be no non-working time established during working hours, provided however, that individual coffee containers will be permitted at the employee’s work location.

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 and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule “A” collective bargaining agreement. 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 and Design Build Contractor from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

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 Design Build 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 Design Build Contractor intended for specific application to the construction workforce for Project Work and that are not established pursuant to a Design Build Contractor 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 Design Build Contractor retain the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every kind; provided such inspections will not permit personal searches or search of personal property of
employees covered by this Agreement.

**ARTICLE 15 - TEMPORARY SERVICES**

System coverage on temporary services shall only be required on the specific request of the Design Build Contractor and when requested shall be assigned to the appropriate trade with jurisdiction. Temporary system coverage may be provided by the Contractor’s employees already working under this Agreement during their regular work hours. The Design Build Contractor may determine the need for temporary system coverage requirements during non-work hours. There shall be no stacking of trades on temporary services. In the event temporary services are claimed by multiple trades, the matter shall be resolved through the New York Plan for the Settlement of 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 Design Build Contractor and the Contractors shall establish such reasonable Project Work rules that are not inconsistent with this Agreement or rules common in
the industry and are reasonably related to the nature of work. These rules will be explained at
the pre-job conference and posted at the Project Work sites and may be amended thereafter as
necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an
employee to observe these rules and regulations shall be grounds for discipline, including
discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be
a defense to an employee disciplined or discharged for such misconduct when the action taken is
for cause.

B. The parties adopt and incorporate the BCTC’s Standards of Excellence as
annexed hereto as Exhibit “B.”

SECTION 2. TOOLS OF THE TRADE

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

SECTION 3. SUPERVISION

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

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance
or other such reimbursements or special pay except as expressly set forth in this Agreement.
SECTION 5. FULL WORK DAY

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

SECTION 6. COOPERATION AND WAIVER

The Design Build Contractor, Contractors and the Unions will cooperate in seeking any NYS Department of Labor, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on its 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 Program funding or any New York State Labor Law exemption for all or any part of the Project Work, the provision or provisions involved (and/or its application to particular Project Work, as necessary) shall be rendered, temporarily or
permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Design Build Contractor’s contracts or 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 Program 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 Design Build Contractor and Contractor voluntarily accept the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article,
neither the Design Build 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” collective bargaining agreements to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule “A” collective bargaining agreement notify the Design Build Contractor of the hourly rate changes agreed to in that Area Collective Bargaining which 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” collective bargaining agreement 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. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

ARTICLE 20 - WORKERS’ COMPENSATION ADR

SECTION 1.

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

ARTICLE 21 - HELMETS TO HARDHATS

SECTION 1.

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

[INSERT DESIGN BUILD CONTRACTOR]

BY: ________________________________
    (name, title)
Boiler Makers Local No. 5
By: _____________________________
Date: ___________________________

Bricklayers Local No. 1
By: _____________________________
Date: ___________________________

Concrete Workers District Council No. 16
By: _____________________________
Date: ___________________________

Drywall Tapers 1974 DC 9
By: _____________________________
Date: ___________________________

Elevator Constructors No. 1
By: _____________________________
Date: ___________________________

Glaziers Local Union No. 1281 DC 9
By: _____________________________
Date: ___________________________

Heat & Frost Insulators Local Union No. 12A
By: _____________________________
Date: ___________________________

Carpenters District Council
By: _____________________________
Date: ___________________________

Cement Masons No. 780
By: _____________________________
Date: ___________________________

Derrickmen and Riggers Local Union No. 197
By: _____________________________
Date: ___________________________

Electrical Local No. 3
By: _____________________________
Date: ___________________________

Heat & Frost Insulators
Local Union No. 12
By: _____________________________
Date: ___________________________

Laborers Local 1010
Pavers and Road Builders District Council
By: _____________________________
Date: ___________________________

Plumbers No. 1
By: _____________________________
Date: ___________________________
Iron Workers Local No. 40
By: _____________________________
Date: ____________________________

Local 79 Construction and General Building Laborers
By: _____________________________
Date: ____________________________

Metal Lathers Local No. 46
By: _____________________________
Date: ____________________________

Metal Polishers District Council #9
By: _____________________________
Date: ____________________________

Painters District Council # 9
By: _____________________________
Date: ____________________________

Painters, Decorators & Wallcoverers DC 9
By: _____________________________
Date: ____________________________

Painters Structural Steel No. 806
By: _____________________________
Date: ____________________________

Iron Workers District Council
By: _____________________________
Date: ____________________________

Iron Workers Local No. 361
By: _____________________________
Date: ____________________________

Laborers Local No. 29 Blasters and Drillers
By: _____________________________
Date: ____________________________

Laborers Local No. 78 Asbestos & Lead Abatement
By: _____________________________
Date: ____________________________

Laborers Local No. 731 Excavators
By: _____________________________
Date: ____________________________

Mason Tenders District Council
By: _____________________________
Date: ____________________________

Ornamental Iron Workers No. 580
By: _____________________________
Date: ____________________________
## SCHEDULE “A” LIST

<table>
<thead>
<tr>
<th>Union</th>
<th>Time Period</th>
<th>Agreement w/</th>
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<tbody>
<tr>
<td>Blasters, Drill Runners and Miners Union, Local 29</td>
<td>July 1, 2006-June 30, 2012</td>
<td>GCA</td>
</tr>
<tr>
<td>Building, Concrete, Excavating &amp; Common Laborers Local 731</td>
<td>July 1, 2006 - June 30, 2012</td>
<td>Independent</td>
</tr>
<tr>
<td>Enterprise Association Local 638</td>
<td>July 1, 2011 - June 30, 2014</td>
<td>Mechanical Contractors Association of NY, Inc.</td>
</tr>
<tr>
<td>Enterprise Association Local 638</td>
<td>July 1, 2011 – June 30, 2014</td>
<td>Independent</td>
</tr>
<tr>
<td>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</td>
<td>July 1, 2012 - June 30, 2015</td>
<td>Independent</td>
</tr>
<tr>
<td>International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City</td>
<td>July 1, 2008-June 30, 2014</td>
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</tr>
<tr>
<td>International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City</td>
<td>July 1, 2008- June 30, 2014</td>
<td>The Insulation Contractors Association of New York City, Inc.</td>
</tr>
<tr>
<td>International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City</td>
<td>December 1, 2007 – November 30, 2012</td>
<td>Independent</td>
</tr>
<tr>
<td>International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City</td>
<td>December 1, 2007 – November 30, 2012</td>
<td>Environmental Contractors Association, Inc.</td>
</tr>
<tr>
<td>Union Name</td>
<td>Contract Dates</td>
<td>Association Name</td>
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<tr>
<td>Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO</td>
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<td>New York Electrical Contractors Association</td>
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<tr>
<td>International Brotherhood of Teamsters, Local 282, High Rise contract</td>
<td>July 1, 2008 - June 30, 2013; as amended by MOA through June 30, 2016</td>
<td>Building Contractors Association &amp; Independents</td>
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<tr>
<td>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</td>
<td>July 1, 2008 - June 30, 2014; as amended by MOU July 1, 2012 – June 30, 2016</td>
<td>Cement League</td>
</tr>
<tr>
<td>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</td>
<td>July 1, 2008 - June 30, 2014</td>
<td>Independent</td>
</tr>
<tr>
<td>Local 8 Roofers, Waterproofers &amp; Allied Workers</td>
<td>July 1, 2009 - June 30, 2011</td>
<td>Roofing and Waterproofing Contractors Association of New York and Vicinity</td>
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<tr>
<td>Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada</td>
<td>July 1, 2010 - June 30, 2012; as amended by update 7.1.12-6.30.16</td>
<td>Association of Contracting Plumbers of the City of New York</td>
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<tr>
<td>Local Union Number 40 &amp; 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO</td>
<td>July 1, 2008 - June 30, 2014</td>
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<td>Mason Tenders DC &amp; Laborers’ International Union - Local 78 &amp; 79</td>
<td>July 1, 2011- June 30, 2014</td>
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<tr>
<td>Millwright Local 740</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>Independent and with The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America</td>
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<tr>
<td>Union or Association</td>
<td>Agreement Dates</td>
<td>Notes</td>
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<tr>
<td>Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)</td>
<td>May 1, 2005 – April 30, 2011</td>
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<tr>
<td>Painters and Allied Trades AFL-CIO, District Council No. 9(Painting and Protective Coatings CBA)</td>
<td>May 1, 2011 - April 30, 2015</td>
<td>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</td>
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<tr>
<td>Sheet Metal Workers' International Association, Local 28</td>
<td>August 1, 2009 – July 31, 2011; MOA through July 31, 2014</td>
<td>Sheet Metal &amp; Air Conditioning Contractors Association of New York City, Inc.</td>
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<tr>
<td>Sheet Metal Workers' International Association, Local 137</td>
<td>July 16, 2010- July 15, 2013</td>
<td>The Greater New York Sign Association</td>
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<td>Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO</td>
<td>October 1, 2005 - September 30, 2011</td>
<td>New York Structural Steel Painting Contractors Association</td>
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<td>Teamsters Local 813</td>
<td>July 1, 2011 – June 30, 2014</td>
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<td>Teamsters Local 813</td>
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<td>IESI NY Corporation</td>
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<td>Teamsters Local 814</td>
<td>May 1, 2010 – April 30, 2013</td>
<td>Greater New York Movers and Warehousemen's Bargaining Group</td>
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<td>The Cement Masons' Union, Local 780</td>
<td>October 23, 1940 - June 30, 2011; as amended by MOU July 1, 2012-June 30, 2013</td>
<td>Cement League</td>
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<td>End Date</td>
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<tr>
<td>The DC of Carpenters of NYC and Vicinity, AFL-CIO for Dockbuilders Local 1456</td>
<td>May 1, 2007 - April 30, 2012</td>
<td>Independent</td>
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<tr>
<td>The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)</td>
<td>July 1, 2011 - June 30, 2014</td>
<td>Cement League</td>
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<tr>
<td>The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)</td>
<td>July 1, 2011 - June 30, 2014</td>
<td>Independent</td>
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<tr>
<td>The District Council of New York City and Vicinity</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>GCA</td>
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<tr>
<td>The District Council of New York City and Vicinity for Dockbuilders Local No. 1456</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>GCA</td>
</tr>
<tr>
<td>The District Council of New York City and Vicinity for Timbermen Local 1536</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>GCA</td>
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<tr>
<td>The District Council of New York City and Vicinity of the Brotherhood of Carpenters and Joiners of America, AFL-CIO</td>
<td>Shop Agreement July 1, 2007 - June 30, 2012</td>
<td>Independent</td>
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<tr>
<td>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</td>
<td>October 17, 2007 - October 16, 2012</td>
<td>Independent</td>
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<td>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>The Hoisting Trade Association of New York, Inc.</td>
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<td>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO</td>
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<td>The Test Boring Association</td>
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<td>July 1, 2006 - June 30, 2011</td>
<td>The Association of Wall-Ceiling &amp; Carpentry Industries of New York, Incorporated</td>
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<td>The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>The Cement League</td>
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<tr>
<td>The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740</td>
<td>July 1, 2006 - June 30, 2011</td>
<td>NYC Millwright Contractors Association</td>
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<td>United Derrickmen &amp; Riggers Association L 197 of NY, LI, Westchester and Vicinity</td>
<td>July 1, 2008 - June 30, 2013</td>
<td>Building Stone and Pre-cast Contractors Association</td>
</tr>
</tbody>
</table>
The undersigned party confirms that it agrees to be a party to and be bound by the Project Labor Agreement Covering The Kosciuszko Bridge, as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as Kosciuszko Bridge and located at Brooklyn, New York, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto.
(2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement but only to the extent of Project Work and as required by the PLA.
(3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor but only to the extent of Project Work as required by the PLA.
(4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
(5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

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

Name of Contractor or subcontractor: __________________________________________________________

Authorized Officer & Title: _________________________________________________________________

Address: ______________________________________________________________________________

Phone: ________________________________________________________________________________  Fax: ________________________________________________________________________________

Contractors State License #: ________________________________________________________________

Entity your company is contracted with and address: ___________________________________________

Sworn to before me this _____ day of ____________, 20__

________________________________________
Notary Public
NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL
STANDARDS OF EXCELLENCE

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

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

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

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

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

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

- Acquisition Maps
- Acquisition Plans
- Additional Railroad Requirements
- Archaeological Area of Potential Effect
- Archaeological Work Plan
- Construction Protection Plan for Old Calvary Cemetery
- Draft Asbestos Assessment and Design Report (Buildings)
- Draft OCMC Permit Stipulations and Detour Plans
- Draft Construction Health and Safety Plan
- Draft Contaminant Management Plan
  - **Draft NYC Work Permit Electrical Stipulations**
- NYSDEC Laurel Hill Site Capping Plan Approval
- **NYSDEC Permit Modification**
  - **NYSDEC Permit Modification Plans**
- NYSDEC SPDES Discharge Permit
- NYSDEC Tidal Wetlands, Protection of Waters, and Water Quality Certification Permit
- Stormwater Pollution Prevention Plan (SWPPP)
- FAA Determination
- FAA Determination Extension Brooklyn and Queens Tower
- Laurel Hill Site Management Plan
- NEPA Record of Decision
- NYSDOS Coastal Consistency Certification
- Railroad Agreement
- Reevaluation Statement
- SPDES Public Participation Plan
  - **USACE - NYSDEC Joint Permit Application**
- USCG Bridge Permit
- **USCG Record of Decision**
  - **USCG Bridge Permit Transmittal Letter**
- Viewpoint Locations