

**COUNTY OF WESTCHESTER
NEW YORK**

DIVISION OF ENGINEERING

ADDENDUM NO. 1

CONTRACT NO. 20-517

**REHABILITATION OF GLEN ISLAND APPROACH BRIDGE
OVER NEW ROCHELLE HARBOR (BIN 3348880)
NEW ROCHELLE, NEW YORK**

The attention of the bidder is directed to the following changes, additions, and/or substitutions affecting the above referenced contract.

I. RE: THE SPECIFICATIONS

REMOVE the Special Notice “Contractor’s Qualifications Statement” and **REPLACE** with the attached Special Notice “Contractor’s Qualifications Statement” labelled Addendum No. 1.

REMOVE TOC - Forms and Attachments and **REPLACE** with the attached TOC - Forms and Attachments labelled Addendum No. 1.

INSERT the attached Sample Project Labor Agreement in the appropriate location.

II. RE: OTHER

See the attached sign-in sheet from the MANDATORY Pre-Bid Site Inspection.

ALL PROVISIONS OF THE CONTRACT NOT AFFECTED BY THE FOREGOING SHALL REMAIN IN FULL FORCE AND EFFECT.

COUNTY OF WESTCHESTER
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

By: Hugh J. Greechan Jr., P.E.
Commissioner

Dated: Monday, March 25, 2024
WHITE PLAINS, NEW YORK

SPECIAL NOTICE

County of Westchester
New York

CONTRACTOR'S QUALIFICATIONS STATEMENT

Supplementing Article 17 "Qualification of Bidders" and Article 18 "Required Experience" of the "Information for Bidders", **ALL** bidders shall complete and submit the Contractor's Qualifications Statement included as part of this Special Notice along with their bid to assist the County in determining whether the bidder meets the minimum qualifications set forth herein. Any bid which fails to supply the information requested in this Special Notice may be held to be informal and rejected.

Project Overview:

The Glen Island Bridge Rehabilitation Project is a complex project with historical considerations. This project introduces the element of heavy movable structures into pedestrian, bridge operation, and marine and roadway transportation environments. The project also requires coordination between work disciplines and experience with the inherent characteristics of this type of Work

The Contractor and subcontractor minimum qualifications for the bid are as set forth and as detailed in the section below.

General Contractor Requirements:

- Provide written examples of successfully and substantially completing at least five (5) bridge and roadway construction projects consisting of a bridge rehabilitation or replacement with the construction cost of at least one (1) exceeding \$30,000,000 within the last ten (10) years.

Rehabilitation projects shall be defined as a project with replacement of the entire floor system of a movable span (deck, stringers and floor beams) and reconstruction which required the re-alignment of the movable span structure to the abutting fixed structure and/or an adjacent movable span. Replacement projects shall include complete superstructure replacement of an existing moveable bridge of any type with a new moveable bridge.

- Identify past direct involvement of the Project Manager and Superintendent proposed for this Project by the Contractor in roles that are the same or similar to the roles/responsibility required for this project in contract(s) with multiple sub-contractors and/or vendors.

Contractor (Historical Preservation) Requirements:

Glen Island Approach Bridge is recognized for its historical engineering and architectural significance and has been deemed eligible for preservation by the National Register of Historic

Places. The aesthetics of the rehabilitated structure shall be consistent with the architectural style of the existing structure and shall address State Historic Preservation Office (SHPO) requirements.

- Provide written examples of acceptable capability and competency in the rehabilitation of historic structures. Provide written examples of successfully and substantially completing three (3) historically significant building or bridge reconstruction projects in the preceding twenty (20) year period. Note: For this requirement, structures are not required to be moveable.

Specialty Item Contractor/Subcontractor Requirements:

If the Contractor is unable to self-perform all of the project elements, specialty subcontractors, if hired in the following specialty areas, shall meet the supplementary requirements outlined below.

Movable Bridge Structure Specialist-Supplementary Requirements

- Provide written examples of successfully and substantially completing a minimum of three (3) movable bridge reconstruction (replacement or major rehabilitation) projects within the preceding twenty (20) year period.
- A minimum of one (1) project of the three (3) must have been completed in the preceding ten (10) year period with direct involvement of the Lead Specialist proposed for this Project by the Specialty Subcontractor in a leadership role.

Movable Bridge Machinery Specialist-Supplementary Requirements

- Provide written examples of successfully and substantially completing a minimum of three (3) movable bridge machinery reconstruction projects within the preceding twenty (20) year period.
- A minimum of one (1) project of the three (3) must include fabrication, assembly, field installation and alignment of span support machinery (trunnion shafts, trunnion hubs and trunnion bearings) for a moveable bridge.
- A minimum of one (1) project of the three (3) must include fabrication, assembly, field installation and alignment of operating machinery (motors, gear reducers, shafting, racks and pinions) and span lock machinery for a moveable bridge.
- A minimum of one (1) project of the three (3) must have been completed in the preceding ten (10) year period with direct involvement of the Lead Specialist proposed for this this Project by the Specialty Subcontractor in a leadership role.

Movable Bridge Electrical Specialist-Supplementary Requirements

- Provide written examples of successfully and substantially completing a minimum of three (3) movable bridge machinery reconstruction projects within the preceding twenty (20) year period.

- A minimum of one (1) project must include the fabrication, assembly, shop testing and field installation and testing of a complete programmable logic controller (PLC) control system for a moveable bridge.
- A minimum of one (1) project must include the integration of an auxiliary generator with a PLC control system for a movable bridge.
- A minimum of one (1) project must have been completed in the preceding ten (10) year period with direct involvement of the Lead Specialist proposed for this Project by the Specialty Subcontractor in a leadership role.

Movable Bridge Houses Specialist-Supplementary Requirements

- Provide written examples of successfully and substantially completing a minimum of three (3) movable bridge reconstruction (replacement or major rehabilitation) projects within the preceding twenty (20) year period with Control House and Machinery House work.
- All three (3) of the projects shall include a new or rehabilitated Control House and Machinery House with installation of new mechanical and electrical movable bridge components in these facilities.
- A minimum of one (1) project of the three (3) must have been completed in the preceding ten (10) year period with direct involvement of the Lead Specialist proposed for this this Project by the Subcontractor in this leadership role.

If a Specialty Item Specialist Subcontractor is utilized, the resume of the Specialty Item Specialist Subcontractor must be submitted for each discipline.

In the event the Contractor elects to self-perform any or all of the specialty work described above under the:

- Movable Bridge Structure Specialist
- Movable Bridge Mechanical Specialist
- Movable Bridge Electrical Specialist
- Movable Bridge Houses Specialist

and not utilize a Specialist Subcontractor, the Contractor must meet, at a minimum, the supplementary requirements defined above for each specialty they elect to self-perform. The specific qualifications for the Contractor relative to the Specialist scope must be submitted in addition to the general Contractor requirements.



General Contractor's Qualifications Statement

Company Name: _____

| | |
|---|--|
| PROJECT NAME | |
| PROJECT LOCATION | |
| DESCRIPTION OF PROJECT WORK ¹ | |
| CLIENT REFERENCE NAME AND CONTACT INFO | |
| CONTRACTOR'S CONSTRUCTION MANAGER WITH CONTACT INFORMATION: | |
| PROJECT SUPERINTENDENT WITH CONTACT INFORMATION | |
| PROJECT DETAILS | Contract Amount: Completion Date: % Self-Performed Work: |

1 – See Contractor's Qualifications Statement Special Notice for required work experience.

Moveable Bridge Structure Specialist Qualifications Statement

Company Name: _____

| | |
|---|--|
| PROJECT NAME | |
| PROJECT LOCATION | |
| DESCRIPTION OF PROJECT WORK ¹ | |
| CLIENT REFERENCE NAME AND CONTACT INFO | |
| CONTRACTOR'S CONSTRUCTION MANAGER WITH CONTACT INFORMATION: | |
| PROJECT SUPERINTENDENT WITH CONTACT INFORMATION | |
| PROJECT DETAILS | Contract Amount: Completion Date: % Self-Performed Work: |

1 – See Contractor's Qualifications Statement Special Notice for required work experience.

Moveable Bridge Machinery Specialist Qualifications Statement

Company Name: _____

| | |
|---|--|
| PROJECT NAME | |
| PROJECT LOCATION | |
| DESCRIPTION OF PROJECT WORK ¹ | |
| CLIENT REFERENCE NAME AND CONTACT INFO | |
| CONTRACTOR'S CONSTRUCTION MANAGER WITH CONTACT INFORMATION: | |
| PROJECT SUPERINTENDENT WITH CONTACT INFORMATION | |
| PROJECT DETAILS | Contract Amount: Completion Date: % Self-Performed Work: |

1 – See Contractor's Qualifications Statement Special Notice for required work experience.

Moveable Bridge Electrical Specialist Qualifications Statement

Company Name: _____

| | |
|---|--|
| PROJECT NAME | |
| PROJECT LOCATION | |
| DESCRIPTION OF PROJECT WORK ¹ | |
| CLIENT REFERENCE NAME AND CONTACT INFO | |
| CONTRACTOR'S CONSTRUCTION MANAGER WITH CONTACT INFORMATION: | |
| PROJECT SUPERINTENDENT WITH CONTACT INFORMATION | |
| PROJECT DETAILS | Contract Amount: Completion Date: % Self-Performed Work: |

1 – See Contractor's Qualifications Statement Special Notice for required work experience.

Moveable Bridge House Specialist Qualifications Statement

Company Name: _____

| | |
|---|--|
| PROJECT NAME | |
| PROJECT LOCATION | |
| DESCRIPTION OF PROJECT WORK ¹ | |
| CLIENT REFERENCE NAME AND CONTACT INFO | |
| CONTRACTOR'S CONSTRUCTION MANAGER WITH CONTACT INFORMATION: | |
| PROJECT SUPERINTENDENT WITH CONTACT INFORMATION | |
| PROJECT DETAILS | Contract Amount: Completion Date: % Self-Performed Work: |

1 – See Contractor's Qualifications Statement Special Notice for required work experience.

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PROJECT LABOR AGREEMENT

**Contract No.
Contract Title**

COVERING

CONSTRUCTION PERFORMED

ON BEHALF OF

WESTCHESTER COUNTY, NEW YORK

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**PROJECT LABOR AGREEMENT
COVERING CONSTRUCTION WORK PERFORMED
ON BEHALF OF WESTCHESTER COUNTY, NEW YORK**

ARTICLE 1 - PREAMBLE

WHEREAS, {Name of Contractor} (the “Contractor”) on behalf of itself, and reflecting the objectives of the owner, **Westchester County, New York** (the “County”), desires to provide for the efficient, safe, quality, and timely completion of the following construction project: {Contract # and Contract Title} (the “Project”) in a manner designed to afford the lowest reasonable costs to the County and the public it represents, and the advancement of public policy objectives;

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

1. avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace for the duration of the Project;
2. standardizing the terms and conditions governing the employment of labor on the Project;
3. permitting wide flexibility in work scheduling and shift hours and times;
4. receiving negotiated adjustments to work rules and staffing requirements from those which otherwise might control;
5. providing comprehensive and standardized mechanisms for the settlement of work disputes, including but not limited to, those relating to jurisdiction;
6. ensuring a reliable source of skilled and experienced labor;
7. furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
8. minimizing potential losses of revenues through timely completion of contracts;
9. expediting the construction process and otherwise minimizing the inconveniences of citizens of the County; and

WHEREAS, the parties desire to maximize Project safety conditions for both workers and the public; and

WHEREAS, the Agreement has been approved by the NYS Building & Construction Trades Council and the North America’s Building Trades Unions.

NOW, THEREFORE, the parties enter into this Agreement:

SECTION 1 - PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (“Agreement”) entered into by and between the Contractor, on behalf of itself and its successors, assigns and its subcontractors engaged in On-Site Project Work as defined in Article 3; and by the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO, on behalf of itself and all of its affiliated Local Unions that perform On-Site Project Work and their members.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1 - DEFINITIONS

Throughout this Agreement, “Council” shall refer to the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO. “Local Unions” shall refer to all of the Council’s affiliated Local Unions that perform On-Site Project Work and their members. “Contractor(s)” shall include the Contractor, all other contractors who sign a similar Project Labor Agreement in connection with the Project and their subcontractors of whatever tier, engaged in On-Site Project Work within the scope of this Agreement as defined in Article 3.

SECTION 2 - CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions is met: (1) the Agreement is signed by the Council on behalf of itself and all of its affiliated Local Unions that perform On-Site Project Work; (2) the Agreement is signed by the Contractor; and (3) the Agreement is approved by the County.

SECTION 3 - ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the Council, the Local Unions and the Contractors performing On-site Project Work, including site preparation and staging areas, 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 each and every one of their subcontractors, of whatever tier, become bound by this Agreement with respect to subcontracted work performed within the scope of Article 3, and shall sign the Letter of Assent provided herewith. This Agreement shall be administered by the Contractor, on behalf of itself and its subcontractors. In the event a Contractor desires to review the provisions of a Local Union’s collective bargaining agreement, that Contractor shall request a copy of same from the Council and the Council shall provide same without delay.

SECTION 4 - SUPREMACY CLAUSE

This Agreement together with the applicable collective bargaining agreements of the Local Unions, copies of which can be obtained from the Council, represents the complete understanding of all signatories and

supersedes any national agreement, local agreement or collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part, with the exception that the NTL Articles of Agreement, the National Stack/Liner/Chimney Agreements, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors (“National Agreements”) shall apply. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by the collective bargaining agreements of one or more of the Local Unions, the provisions of this Agreement shall prevail. It is further understood that no Contractor or subcontractor shall be required to sign any other agreement with the Council or the Local Unions as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth or referenced in this Agreement shall be binding on this Project unless endorsed in writing by the Contractor or subcontractor. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

SECTION 5 - LIABILITY

The liability of any Contractor or subcontractor and the liability of any Local Union under this Agreement shall be several and not joint. The Contractor and any subcontractor 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 Local Union.

SECTION 6 - THE COUNTY

The County requires in its bid specifications that all successful bidders become bound by and signatory to this Agreement for work within the scope of Article 3. In addition, all of their subcontracts, of any tier, shall provide that their subcontractors, of any tier, are subject to all terms and conditions set forth in this Agreement as if signatories thereto. The County is not a party to this Agreement and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the County in determining which Contractors shall be awarded contracts for Project work; nor as limiting any of the rights or remedies of the County as set forth in any and all of the Contract Documents that pertain in any way to the Project. It is further understood that the County has sole discretion at any time to terminate, delay or suspend the work, in whole or in part, on this Project.

SECTION 7 - AVAILABILITY & APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Local Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory hereto, without regard to whether that successful bidder

performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any union. This Agreement shall not apply to the work of any contractor or subcontractor which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THIS AGREEMENT

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1 - THE WORK

This Agreement shall only apply to On-Site Project Work performed in connection with the Project.

“On-Site Project Work” shall be defined to include Project work performed at the Project site and preparation and staging areas located within 15 miles of the Project site.

SECTION 2 - EXCLUDED EMPLOYEES

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

- a) Superintendents, supervisors (excluding field engineers/supervisors, general and forepersons specifically covered by a Local Union’s collective bargaining agreement), engineers, inspectors and testers (except for high voltage testers who are performing work traditionally does by members of IBEW Local 3 and/or which is covered by a Local 3 collective bargaining agreement), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering (except general forepersons and field craft surveyors who are performing work traditionally done by members of the International Union of Operating Engineers Local 15D, AFL-CIO and/or which is covered by the Local 15D Surveying and Consulting Agreements), administrative and management persons;
- b) Employees of the County, or of any State agency, authority or entity or employees of any municipality or other public employer;
- c) Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix concrete, asphalt and sub-base stone/gravel materials which are covered by this Agreement. However, operation of vehicles on the Project Site, site preparation, staging and stockpiling areas, and deliveries to and from the Project Site (including

site preparation, staging, and stockpiling areas) involving construction equipment or major building and construction materials, including but not limited to, fuel oil for construction vehicles and equipment on the Project Site, redi-mix concrete, asphalt, dynamite, concrete block, lumber, and aggregates, such as, fill and sub-base stone/gravel, and item 4, shall not be excluded and are covered by this Agreement;

- d) Employees of the Contractor, other contractors or subcontractors excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- e) Manufacturer employees engaged in on-site equipment maintenance/warranty work. When a Contractor has on site an employee already certified by the relevant manufacturer to make warranty repairs on that Contractor's equipment, that employee shall be used; when a Contractor has on site an employee already qualified to make warranty repairs, although not certified by the equipment manufacturer to do so, that employee shall be used to make repairs working under the direction of a manufacturer certified warranty representative. Notwithstanding the foregoing, if a Contractor, in order to satisfy the warranty requirements of a manufacturer must utilize a person or entity designated by the manufacturer, it may do so without coverage under this Agreement;
- f) Employees engaged in laboratory or specialty testing or inspections whether on or off-site, unless ordinarily done by a member of a Trade Union and covered by a Schedule A Agreement.
- g) Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- h) Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads, and such third parties may perform their work to a demarcation point (e.g., the demarcation or terminus point will be the first point of distribution of system service) on the Project site established by the General Contractor/Construction Manager at the commencement of the Project; and
- i) Employees of "Artisans" shall be individuals or entities whom Owner may (or may not) employ directly to create unique, one-of-a-kind decorative elements, including architectural finishes for incorporation into the building, with the exception of "Artisans" represented by Local 7, Marble, Tile and Terrazzo union and Painters DC 9, provided Local 7 and DC 9 can supply "Artisans" acceptable to the Contractor and/or the Owner. Employees, workers, or vendors engaged by the Owner to install signage (including digital signage), branding and/or branded wall-covering shall be excluded from this Agreement.

SECTION 3 - NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractors which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the County and the Contractors. This Agreement shall further not apply to the County or any other state agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the County or its employees or any other state authority, agency or entity and its employees from performing on or off-site work related to the Project.

SECTION 4 - COUNTY LIABILITY

The County shall not be liable, directly or indirectly, to any party for any act or omission of the Contractor, any other contractors or subcontractors, the Council or Local Unions, including but not limited to, any violation or breach of this Agreement by any of the aforementioned.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1 - PRE-HIRE RECOGNITION

The Contractors recognize the Local Unions as the sole and exclusive bargaining representatives of all trade employees who are performing On-Site Project Work within the scope of this Agreement as defined in Article 3.

SECTION 2 - UNION'S REFERRAL

A. The Contractors agree to hire trade employees covered by this Agreement through the job referral system and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B below) established in the collective bargaining agreements of the applicable Local Unions listed in Schedule A. Notwithstanding this, the Contractors shall have the sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid off (except as provided in Article 5, Section 3); and to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Local Union's collective bargaining agreement. 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 the Contractor (Saturdays, Sundays and Holidays excepted), the 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 applicable Local

Union of trade employees hired within its jurisdiction from any source other than referral by the Local Union.

- B. A Contractor not signatory to any Schedule A Agreements, may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for On-Site Project Work and who meet the following qualifications as determined by a committee of 3 persons (the “Committee”) designated, respectively, by the applicable Local Union, the Contractor and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:
1. possess licenses required by New York State law for the On-Site Project Work to be performed by that individual;
 2. have worked a total of at least 1000 hours in the applicable construction trade during the prior 3 years;
 3. were on the Contractor’s active payroll for at least 60 out of the 180 calendar days prior to the contract award;
 4. have demonstrated ability to safely perform the basic functions of the applicable trade.
- C. No more than 12 percent of the employees covered by this Agreement, per Contractor by trade, shall be hired through the special provisions in subsection B, above (any fraction shall be rounded to the next highest whole number).
- D. The Committee may also allow a Contractor, subject to the above percent, to employ apprentice equivalents to afford an opportunity to minority, women or economically disadvantaged persons for entry into the construction industry outside of the formal apprenticeship program.

SECTION 3 - NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which 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 Project affirmative action goals as set forth in the County's Project specifications, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5 - CROSS AND QUALIFIED REFERRALS

The Local Union 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 trade employees to fulfill the requirements of the Contractor.

SECTION 6 - TRADE FOREPERSONS AND GENERAL FOREPERSONS

- A. The selection of trade 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 Local Union's collective bargaining agreement. All forepersons shall take orders exclusively from the designated Contractor representatives. Trade forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing Local Union's collective bargaining agreement prohibits a foreperson from working when the trade persons he is leading exceed a specified number.
- B. There will be no non-productive employees of any title on the Project.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1 - LOCAL UNION REPRESENTATIVE

Each Local Union representing employees who perform On-Site Project Work shall be entitled to designate in writing (copy to Contractor) one representative, and/or the Business Manager, who shall be afforded access to the Project. The Contractor shall provide a copy of such notification to each of its subcontractors.

SECTION 2 - STEWARDS

- A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their trade classifications. There will be no non-working Stewards on the Project.
- B. In addition to their work as employees, Stewards 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 Contractor, and, if applicable, subcontractors of the Contractor, but not with the employees of any other contractor. The Contractor will not 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 provision in a Local Union's collective bargaining agreement 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 Local Union's collective bargaining agreement, such provisions 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, the Contractor retains full and exclusive authority for the management of the Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, and layoff of its employees; the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; 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, as determined by the Contractor, and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2 - MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractor's 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, tools or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the trade 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 not On-Site Project Work.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1 - NO STRIKES - NO LOCKOUTS

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Local Union or employee against any Contractors or employer while performing On-Site Project Work. There shall be no other Local Union, or concerted or employee activity which disrupts or interferes with the operation of the Contractors or the County. Failure of any Local Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the On-Site Project Work shall be deemed a violation of this Article. There shall be no lockout at the Project by any Contractor. Contractors and Local Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction for the duration of this Agreement.

SECTION 2 - DISCHARGE FOR VIOLATION

Contractors 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 Contractor contends that any Local Union has violated this Article, it will notify the President of the Council advising of such fact, with copies of the notification to the Local Union. The President of the Council shall instruct, order and otherwise use its best efforts to cause the employees and/or the Local Unions to immediately cease and desist from any violation of this Article. The Council, in complying with these obligations, shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4 - EXPEDITED ARBITRATION

Any Contractor or Local 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 the American Arbitration Association to appoint an Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International Union, the Council, and the Contractor.
- B. Upon appointment in accordance with the rules and regulations of the American Arbitration Association for an expedited arbitration proceeding, the Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, and the Council 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 to the Council required by Section 3, above.

- C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, the involved Local Union and the Council. 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 Local 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 the Local Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which 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. 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 Local Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's award as issued under this expedited procedure, the involved Local Union and Contractor waive their right to a hearing and agree that such proceedings may be *ex parte*, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- F. 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 Local Unions to whom they accrue.
- G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Local Union.

SECTION 5 - ARBITRATION OF DISCHARGES

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 Project Labor Management Committee (“Labor Management Committee”) will meet on a regular basis to: 1) promote harmonious relations among the contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project; and 6) discuss such other matters as may be desirable or necessary in furtherance of the expeditious completion of the Project.

SECTION 2 - COMPOSITION

The Labor Management Committee shall be composed of one designee each of the Council, the Contractors and the Local Unions involved in the issues being discussed. The Labor Management Committee may conduct business through mutually agreed sub-committees. In all such cases, the Committee and its subcommittees shall maintain equal representation between the Local Unions and the Contractor entities.

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 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. To be timely, such notice of the grievance must be given within 14 calendar days after the act, or within fourteen (14) days of when the employee or union first gained knowledge of the act, occurrence or

event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter with 14 calendar days after a timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 14 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Contractor as creating a precedent.

- (b) Should any Contractor or Local Union have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other Contractor or Local Union and after conferring a settlement is not reached within 14 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the Council and the involved Contractor, shall meet in Step 2 within 14 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

- (a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the American Arbitration Association. The Labor Arbitration Rules of the American Arbitration Association shall govern the appointment and 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 arbitration shall be borne equally by the involved Contractor and Local Union.
- (b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Contractor and the 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.

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 On-Site Project Work assignments shall be made pursuant to law.

SECTION 3 - PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

- A. Any Local Union having a jurisdictional dispute with respect to On-Site Project Work assigned to another Local Union will submit the dispute in writing to the Administrator, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (“the Plan”) within 72 hours and send a copy of the letter to the Local Union and the International Union involved, the President of the Council, the County and the Contractor involved. Upon receipt of a dispute letter from any Local Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.
- B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the Contractor involved, the Local Unions involved and the President of the Council for the purpose of resolving the jurisdictional dispute.
- C. If the dispute remains unresolved after this meeting, the parties will proceed to final and binding arbitration in accordance with the principles and procedures set forth in the rules of the Plan.
- D. The Arbitrator will render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a full written decision to follow within 30 days of the close of the hearing.
- E. This Jurisdictional Dispute Resolution Procedure will only apply to On-Site Project Work performed by Local Unions. A representative of the County and the International Union involved may also attend the meeting.
- F. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

G. Copies of the Plan will be provided by the Council upon request.

SECTION 4 - AWARD

Any jurisdictional award pursuant to Section 3 shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the involved Contractors shall be considered parties in interest.

SECTION 5 - LIMITATIONS

The Jurisdictional Dispute Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the involved Contractor to perform the work involved; nor to assign the work to employees who are not qualified to perform work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6 - NO INTERFERENCE WITH WORK

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

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1 - CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the applicable Local Unions' collective bargaining agreements, as they may be amended during the term of this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications which may differ from the applicable collective bargaining agreements. Parties to such agreements shall be the Contractor involved, the involved Local Unions and the Council.

SECTION 2 - EMPLOYEE BENEFIT FUNDS

The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amount designated in the appropriate Local Unions' collective

bargaining agreements; provided, however, that the involved Contractors and the Local Unions agree that only such bona fide employee benefits as are explicitly required under Section 220 of the New York State Labor Law shall be included in this requirement and paid by the Contractors on this Project. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under Section 220. Contractors shall not be required to contribute to non-Section 220 benefits, trusts or plans.

The Contractors agree to be bound by the written terms of the legally-established Local Union collective bargaining agreement and/or 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 work done on this Project and only for those employees to whom this Agreement requires such benefit payments. Copies of such Trust Agreements will be provided by the Council upon request. Notices of deficiencies in the payment of fringe benefit contributions may be provided to the following identified contacts for the Contractor and the County of Westchester, as project Owner (insert name, addresses and emails below):

Contractor: {Insert Contact Name, Title, Company Name, Company Address, And E-Mail Address}

County of Westchester: Nadia Savage
Director of Construction
Westchester County Dept. of Public Works & Transportation
148 Martine Avenue, Room 512
White Plains, New York 10601
nnsa@westchestercountyny.gov

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

SECTION 1 - WORK WEEK AND WORK DAY

- A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:
- i) Five-Day Work Week: Monday-Friday; 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.
 - ii) Four-Day Work Week: Monday-Thursday; 4 days, 10 hours plus 1/2 hour unpaid lunch period each day.

- B. 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 2:00 p.m. and 7:30 p.m. Starting and quitting times shall occur at the staging areas as may be designated by the Contractor.
- C. Scheduling – The Contractor shall have the option of scheduling either a five-day or four-day work week and the work day hours consistent with the Project requirements, the Project schedule and minimization of interference. When conditions beyond the control of the Contractor, such as severe weather, power failure, fire or natural disaster, prevent the performance of On-Site Project Work on a regularly scheduled work day, the Contractor may, with mutual agreement of the involved Local Unions on a trade-by-trade basis, schedule work on Friday (where on four 10s) or Saturday (where on five 8s) during that calendar week in which a work day was lost, at straight time pay, provided that the employees involved work a total of 40 hours or less during that work week. When conditions on the Project cause the Contractor to stop work or be unable to commence work on the day in question, the Contractor will notify the Local Unions and the employees at that time that Friday or Saturday, as the case may be, will be a make-up day for the affected operation(s) and the Friday or Saturday work will then be at straight time for the day or any portion of the work day that work was stopped. The balance of the day on Friday or Saturday, if any, will be at time and one-half (1/2) the straight time rate of pay, assuming such Friday or Saturday is the sixth consecutive day worked. In the event that work is performed on a seventh consecutive day, the balance of the day, if any, will be at double time the straight time rate of pay. If the Contractor seeks to cancel a day's work in advance of that day and to schedule the following Friday or Saturday as a make-up day, the determination of whether the Contractor is unable to perform the affected work operation(s) shall be jointly made between the Contractor and the involved Local Unions, the Local Unions' agreement not to be unreasonably withheld.
- D. Notice – Contractors shall provide not less than five (5) days prior notice to the Local Unions as to the work week and work hours scheduled to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2 - OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in Paragraph A above, shall be paid in accordance with the applicable Local Unions' collective bargaining agreements. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who work. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 3 - SHIFTS

- A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Contractor and/or subcontractor, and must be scheduled with not less than five work days notice to the Local Union.
- B. Second Shift - The second shift (starting between 2 p.m. and 8 p.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period. Where specifically required by the applicable Local Unions' collective bargaining agreements, employees on second shift, where there are no first shift employees scheduled for that trade, will be paid at time and one-half rates for such second shift work, but without any shift differential. In all other cases, the first sentence of this paragraph B shall apply.
- C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.
- D. Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time. This provision is applicable to night shifts only, and such night shifts are subject to the shift differential in paragraph B above.

SECTION 4 - HOLIDAYS

- A. Schedule - There shall be nine (9) recognized holidays on the Project:

| | | |
|-----------------|------------------|---------------------------------|
| New Year's Day | Labor Day | Dr. Martin Luther King, Jr. Day |
| President's Day | Veterans Day | |
| Memorial Day | Thanksgiving Day | |
| Fourth of July | Christmas Day | |

All said holidays shall be observed on the dates designated by New York State law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

- B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Local Unions' collective bargaining agreements.
- C. Exclusivity - No holidays other than those listed in paragraph A above shall be recognized nor observed.

- D. Whenever a paid holiday falls within a work week, which defined for the purpose of this Section as commencing on Sunday and concluding on the following Saturday, then an Employee covered by this Agreement shall be paid for such holiday.

SECTION 5 - REPORTING PAY

- A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Local Unions' collective bargaining agreements.
- B. When an employee, who has completed his/her scheduled shift and left the Project site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Local Union's collective bargaining agreement, at the employee's straight time rate.
- 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 payment 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 Local Union's collective bargaining agreement requires a full week's pay for forepersons.

SECTION 6 - PAYMENT OF WAGES

- A. Payday - A statement shall be furnished with the payment of wages showing the Employer's name; the Employee's name; the Total Earnings, the Total Hours and itemized Tax Deductions and/or Withholdings. A payroll check shall be drawn upon a local Federal Deposit Insurance Corporation insured financial institution within the region where the project work is being performed, payable on demand at its identified value. The Employer may also pay electronically with transfer from a direct deposit fund so long as the Employee has a viable bank account in which to transfer funds and has requested same. All Employees shall be paid by 3:00 p.m. on Thursdays. In the event that the following Friday is a bank holiday, payroll shall be issued on Wednesday of that week. Not more than one week's wages shall be held back in any pay period.

- B. 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 7 - 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 On-Site Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for “stand by” time at their hourly rate of pay.

SECTION 8 - 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 work available on the Project for which the employee is qualified and able to perform.

SECTION 9 - TIME KEEPING

A Contractor may utilize systems to check employees in and out. Each employee must check in and out and sign a daily sign-in sheet, or other attendance protocol as directed in writing by the Project Owner. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10 - MEAL PERIOD

A Contractor shall schedule an unpaid period of a 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 trades. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Local Union’s collective bargaining agreement.

SECTION 11 - BREAK PERIODS

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

ARTICLE 13 - APPRENTICES

SECTION 1 - RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide trade entry opportunities for minorities and women, Contractors will employ apprentices in their respective trades to perform such work as is within their capabilities and which is customarily performed by the trade in which they are indentured. Contractors

may utilize apprentices and such other appropriate classifications as are contained in the applicable Local Union's collective bargaining agreement in a ratio not to exceed 25% of the work force by trade (without regard to whether a lesser ratio is set forth in the applicable Local Union's collective bargaining agreement), unless the applicable Local Union's collective bargaining agreement provides for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Local Union's collective bargaining agreement.

SECTION 2 - DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Local Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor and the County to try and achieve a goal that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To try and achieve this goal, up to 50% of the apprentices placed on this Project shall be first year minority or women apprentices as shall be 60% of the apprentice equivalents, placed on the Project, who do not necessarily meet all of the age or entrance requirements for the apprentice program or have not necessarily passed the entrance examination. The Local Unions will cooperate with the contractor requests for minority, women or economically disadvantaged referrals to meet this contractor goal.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1 - SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements are at all times maintained on the Project and the employees and the Local Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractors and the County from injury or harm. 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 for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3 - INSPECTIONS

The Contractors retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1 - COOPERATIVE EFFORTS

The Contractors and the Local Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age or marital status, or any other protected class as established by Federal or New York State law, in any manner prohibited by law or regulation. It is recognized that special procedures may be established by the Contractors, the Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2 - LANGUAGE OF AGREEMENT

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

ARTICLE 16 - GENERAL TERMS

SECTION 1 - PROJECT RULES

The Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. 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.

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 jurisdictions.

SECTION 3 - SUPERVISION

Employees shall work under the supervision of the trade 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 staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6 - COOPERATION

The Contractor and the Local Unions will cooperate in seeking any New York State Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 17 - 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 otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2 - THE BID SPECIFICATIONS

In the event that the County bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court 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 County, the Contractors, or any Local Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project 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 Contractors and Local Unions.

**ARTICLE 18 - FUTURE CHANGES IN SCHEDULE “A”
COLLECTIVE BARGAINING AGREEMENTS**

SECTION 1 - CHANGES TO COLLECTIVE BARGAINING AGREEMENTS

- A. The Contractors and/or Local Unions who are parties to the collective bargaining agreements which are applicable to the On-Site Project Work shall notify the Contractor in writing of any mutually agreed upon changes in provisions of such agreements and the effective dates of such changes.
- B. It is agreed that any provisions negotiated into collective bargaining agreements will not apply to On-Site Project Work if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project 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 application to On-Site Project Work of provisions agreed upon in the renegotiation of collective bargaining agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

**SECTION 2 - LABOR DISPUTES DURING COLLECTIVE BARGAINING AGREEMENT
NEGOTIATIONS**

The Local 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 by any Local Union involved in the renegotiation of collective bargaining agreements nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

ARTICLE 19 – WORKERS’ COMPENSATION ADR

All Local Unions, the Contractor and its subcontractors performing On-Site Project Work agree to adopt and be bound by the Alternative Dispute Resolution Agreement entered into between the Construction Industry Council of Westchester and Hudson Valley, Inc. and the Council as approved by the New York State Workers’ Compensation Board on February 17, 2022, as amended (herein after referred to as the “Workers’ Compensation ADR Agreement”). The Contractor and its subcontractors may provide Workers’ Compensation insurance through an alternative insurance carrier (or through self-insurance) or may use an alternative Program Manager, other than the primary carrier or Program Manager designated in Article III, Section 2 of the Workers’ Compensation ADR Agreement. The use of an alternative carrier (or self-

insurance) and/or Program Manager is subject to approval by the Workers' Compensation ADR Agreement Oversight Committee, which approval shall not be unreasonably withheld. The determination to utilize the Workers' Compensation ADR Agreement will be at the exclusive option of the County.

ARTICLE 20 – HELMETS & HARDHATS

Section 1. The parties 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 parties 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 parties 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.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as the ____ day of _____, 20__.

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF
WESTCHESTER AND PUTNAM COUNTIES, NEW YORK, AFL-CIO
on behalf of itself and its affiliated Local Unions.**

BY: _____
JEFF LOUGHLIN, PRESIDENT

DATE: _____

BY: _____
EDWARD COOKE, VICE-PRESIDENT

DATE _____

BY: _____
ANTHONY ASCENCAO, TREASURER

DATE _____

{NAME OF CONTRACTOR}

BY: _____
(Name & Title)

DATE _____

APPROVED BY:

COUNTY OF WESTCHESTER

BY: _____
Commissioner of Public Works and Transportation

DATE: _____

Approved as to form:

Sr. Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

State of New York }
 } ss.:
County of Westchester }

On the ____ day of _____ in the year 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than Officer signing agreement)

certify that I am the _____ of
(Title)

_____, a corporation duly organized and in good
(the "Corporation")

standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Corporation was, at the time of execution
_____ of the Corporation and that said Agreement
(Title of Person Executing Agreement)

was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

State of New York }
 } ss.:
County of Westchester }

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Notary Public

SOLE CORPORATE OFFICER ACKNOWLEDGMENT

State of New York }
 } ss.:
County of Westchester }

On this _____ day of _____, 20____, before me personally

came _____ personally known to me or proved to me on
(Name of Sole Officer)

the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity as

President and Sole Officer and Director of _____
(Name of Corporation)

the corporation described in and which executed the within instrument, and acknowledged that
he/she owns all the issued and outstanding capital stock of said corporation, and that he/she
signed the within instrument on behalf of said corporation.

Notary Public

Schedule “A” Local Collective Bargaining Agreements

Below is a list of the affiliate Local Unions of the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO (“Council”). Copies of the applicable Collective Bargaining Agreements of the Local Unions can be obtained by writing to the Building and Construction Trades Council Westchester and Putnam Counties, New York AFL-CIO at 1360 Pleasantville Road, Briarcliff Manor, New York 10510, Attn: Jeff Loughlin, President.

1. Local One International Union of Elevator Constructors of New York and New Jersey, AFL-CIO
2. International Brotherhood of Electrical Workers Local No. 3
3. Boilermakers Local 5
4. Bricklayers and Allied Craftworks Local 1 NY
5. Tile, Marble & Terrazzo Bricklayers and Allied Craftsmen Local Union No. 7 of New York & New Jersey
6. United Union of Roofers, Waterproofers and Allied Workers Local No. 8, New York
7. District Council 9 International Brotherhood of Painters and Allied Trades, AFL-CIO
8. International Union of Operating Engineers Local 15D
9. Plumbers & Steamfitters Local 21
10. International Union of Operating Engineers Local 30
11. Sheet Metal Workers 'Local Union 38
12. Local Union No. 40 of the International Association of Bridge, Structural and Ornamental Iron Workers
13. Metallic Lathers Union Local 46
14. Heavy Construction Laborers Local 60
15. Asbestos Workers Local 91 (International Association of Heat and Frost Insulators and Asbestos Workers)
16. International Union of Operating Engineers Local 137
17. Stone Derrickmen and Riggers Local Union No. 197
18. Laborers International Union of North America, Local No. 235
19. Operative Plasterers 'and Cement Masons 'International Association Local 262
20. North Atlantic States Regional Council of Carpenters - Local 279
21. International Brotherhood of Electrical Workers Local Union 363
22. Teamsters Local 456
23. Ornamental Ironworkers Local Union No. 580
24. Road Sprinkler Fitters Local 669
25. NYCDCC Millwright and Machinery Erectors Local Union No. 740
26. United Cement Masons 'Union of Greater New York and Long Island Local 780
27. Bridge Painters Local 806
28. Teamsters Local 813
29. Teamsters Local 814
30. Glaziers Local 1087
31. NYCDCC Dockbuilders Local Union 1556
32. NYCDCC Resilient Floor Coverers Local 2287
33. Iron Workers District Council of Greater New York and Vicinity

Not all Local Unions will necessarily be involved in the Project. If it is determined that additional affiliates of the Council are required to be engaged in Project construction work, then the PLA will include those additional affiliates.

Letter of Assent

On this ___ day of _____, 2024, the undersigned party confirms that it agrees to be a party to and be bound by the _____ Project Labor Agreement (hereinafter "Agreement" or "PLA") entered into between _____ and _____, and understands that such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Agreement and its Schedules are hereby incorporated by reference herein. The undersigned, as a Contractor or Subcontractor (hereinafter "Contractor") on the Project known as _____ and located at _____ (hereinafter "Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the PLA, 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, and incorporates and adopts the legally established collective bargaining agreements ("Schedule A Agreements") and local fringe benefit trust funds agreements as referenced in the PLA and this letter of Assent for this Project;
3. authorizes the parties to such local fringe benefit trust funds agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
4. certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of this Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier Subcontractor it engages to work on the Project. Labor harmony disputes and/or issues shall be subject to the Labor Management Committee's Pre-Job conference provisions;
5. agrees to secure from any Contractor(s) (as defined in the PLA) which is or becomes a Subcontractor (of any tier) on the Project, a duly executed Agreement to be bound in from identical to this document; and
6. agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its collective bargaining agreements with Council affiliated Local Unions as a result of the application of this PLA to this Project.

Name of Contractor or Subcontractor

By: _____
Authorized Officer & Title

Address

Telephone No./Email Address/Facsimile No.

Contractor's State License # _____

Employer EIN _____ Employer NYS IU _____ WC# _____

Department of Public Works and Transportation
Mandatory Pre-Bid Meeting

Contract No. 20-517, Rehabilitation of Glen Island Approach Bridge over New Rochelle Harbor
 Tuesday, March 19, 2024 @ 10:00 AM – Glen Island Bridge

| Company | Representative | Phone | E-Mail |
|----------------------|-------------------|---------------------------------------|-----------------------------------|
| Kiewit | Pete Maglicic | 646-739-4982 | peter.maglicic@kiewit.com |
| OCS Industries | Mike Mignone | 1-845-238-0449 | Jcobwley@ocsindustries.com |
| ECCO III ENTERPRISES | ANTONIO MAGALHAES | 914 963-3600 | AMAGALHAES@ECCOIII.COM |
| GianFia Corp | Brandon Visoky | 914-358 4601 | estimating@gianfiaCorp.com |
| TUTOR PERINI | MOHAD ABUJIMAHIN | 862 622-6768 | mohad.abujimarin@tutor-perini.com |
| Kiewit | Waveru Howard | 718 715 1050 | Waveru.Howard@kiewit.com |
| Kiewit | Kayleigh Weber | 201-832-5068 | Kayleigh.weber@kiewit.com |
| Kiewit | Geoffin Cennire | 422 773 0293 | Geoffin.Cennire@kiewit.com |
| Mass Electric | Jason Moreno | 901-232-8410 | JMoreno@masselec.com |
| Mass Electric | Todd Haskins | 347-641-2445 | Thaskins@masselec.com |
| COUNTY FABRICATORS | Mari Rounow | 01-914-741-049x215 M: 245-490-0710 | MARONOW@COUNTYFABRICATORS.COM |
| Kiewit | Jeff Goetz | (704)241-6592 | jeff.goetz@kiewit.com |

Mandatory Pre-Bid Meeting

Contract No. 20-517, Rehabilitation of Glen Island Approach Bridge
 Tuesday, March 19, 2024 @ 10:00 AM

| Company | Representative | Phone | E-Mail |
|-----------------------|-------------------|----------------|---------------------------------|
| MASS | Jon Zuberger | 914 406/589 | JZSUBERGER@A.C.C. |
| American Bridge | James Brady | 917-533-5155 | JBRADY@americanbridge.net |
| ITHI | Matt Gasbarro | 6173066639 | mattgasbarro@hadespharm.com |
| H&H | Terbly Kostadinov | 6464288516 | TKostadinov@Herkestyhenetz |
| Railroad Construction | Mathew D. Giamo | 973-694-0362 | Bidgroup@rcmail.net |
| RCC/SPS | Adam Schmit | 973-417-4163 | Adams@rccmail.net |
| GUCOM | LUCAS MORRAN | 718-461-6000 | LMORRAN@GUCOM.US |
| GCCOM CONSTRUCTION | STEVE WADE | 718-461-6000 | SWADE@GCCOM.US |
| American Bridge | Luino D'Appolito | 914-942-3499 | ldappolito@americanbridge.net |
| T. D. B. W. T. I. | JBT ESTHER RIVAS | 914 995 5584 | ESTHER@WESTCHESTERCOUNTY.NY.GOV |
| DPWT | CRAIG RYEN | " " 2581 | CR1@ " " .GOV |
| DPWT | PHIL ABENAVOLI | 914 995 2569 | PIAC@WestchesterCo.NY.GOV |
| DPWT | Gayle Kateman | 995-2613 | JKK@westchester... |
| Westchester PRC | Robert Whittic | 914-320-2947 | rgww@westchestercounty.ny.gov |
| Westchester PRC | Joe Simoncini | 914-879-1213 | JSS@westchestercounty.ny.gov |
| Westchester PRC | Doug Falcone | (914) 393-7874 | DGF5@westchestercounty.ny.gov |

Mandatory Pre-Bid Meeting
 Contract No. 20-517, Rehabilitation of Glen Island Approach Bridge
 Tuesday, March 19, 2024 @ 10:00 AM

| Company | Representative | Phone | E-Mail |
|---------|----------------|--------------|-----------------------------|
| H & H | DAVID DeLUCA | 917 453 2699 | ddeluca@HARDESTYHANOVER.COM |
| H & H | WICK HYSON | 518 857 0922 | WHYSON@HARDESTYHANOVER.COM |
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