

Project #T0544-00

Bulletin A

Revised 2021-6-28

STATE OF NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION PO BOX 034, TRENTON, NJ 08625-0034

PROJECT#: T0544-00 New Maintenance Facility and Various Site Improvements

A/E: NV5 Architects PC

DATE: August 25, 2021

BULLETIN A

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefor.

This Bulletin is issued for the purpose of amending certain requirements of the original Contract Documents, as noted hereinafter, and is hereby made part of and incorporated in full force as part of the Contract Documents. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

A) DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14(b), any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The employer shall provide the commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.).

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at:
<https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online web site at: https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf

B) IMPORTANT CONTRACTOR INFORMATION – FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM REGISTRATION):

Any firm seeking to be awarded a contract must register with the Federal System for Award Management (SAM) prior to contract award. In order to comply with this requirement, firms must register in SAM at <http://www.sam.gov>. In accordance with N.J.S.A. 52:32-44.1, the firm shall provide a written certification to DPMC that neither the firm nor the firm's affiliates are debarred at the federal level from contracting with a federal government agency.

C) EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

These factors have been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17 – 1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work orders to employers found to be in violation of the laws.

D) NOTICE OF POST-BID MEETING:

- a. After the bids are received and opened, the Apparent Low Bidder is required to attend a Post-Bid meeting at the State's offices at the date, time and location listed herein.
- b. The Apparent Low Bidder must bring the following to the Post-Bid meeting concerning the work they are performing by their own forces:
 - i. The itemized estimate used in preparation of the bid submission;
 - ii. The estimator, or other authorized person who can discuss the itemized estimate;
 - iii. An employee of the company who is authorized to sign the Post-Bid Review meeting minutes.
- c. Each of the Apparent Low Bidder's "Named Sub-Contractors" must attend the meeting and bring the following concerning the work they are performing by their forces:
 - i. The itemized estimate used in preparation of the bid submission;
 - ii. The estimator, or other authorized person who can discuss the itemized estimate;
- d. A Post-Bid meeting will be held (tentative and to be confirmed after bids are reviewed):

DATE: October 26, 2021

TIME: 10:00 AM

LOCATION: DPMC, 20 W State St, Trenton, NJ or Teleconference

E) AMENDMENTS TO THE GENERAL CONDITIONS OF THE CONTRACT

Amend the General Conditions of the Contract as follows:

ARTICLE 4 – THE CONTRACTOR

4.11 EQUIPMENT AND MATERIALS

4.11.5 Delete the second sentence - *Wherever practicable, preference shall be given at all times to material and equipment manufactured or produced in the State of New Jersey, where such preference is reasonable and will best serve the interest of the State.*

4.18 PROJECT SIGN

Delete 4.18 in its entirety

Add the following paragraphs and sub-paragraphs:

4.18.1 SIGNS AT THE PROJECT SITE

4.18.1.1 The Contractor is not required to provide a project sign.

4.18.1.2 Signs provided by others will not be permitted at the site.

4.20 DPMC FIELD OFFICE

Delete 4.20.1 in its entirety and replace with the following language:

A separate on-site field office for the use of DPMC personnel is not required for this project.

Delete 4.20.2 in its entirety and replace with the following language:

If required, a separate on-site field office for the use by the Contractor is specified elsewhere in the construction documents.

ARTICLE 5 - SUBCONTRACTORS

Delete 5.2.3 in its entirety

ARTICLE 6 - CONSTRUCTION PROGRESS SCHEDULE

Revise Article 6 as follows:

6.1 GENERAL

Delete 6.1 in its entirety and replace with the following:

The Contractor shall be required to provide Graphic Format progress schedules, as defined in section 6.4 below.

6.2 CONSTRUCTION PROGRESS SCHEDULE (CRITICAL PATH METHOD - CPM CONSULTANT RETAINED BY THE STATE).

Delete 6.2 in its entirety:

6.3 CONSTRUCTION PROGRESS SCHEDULING PROVIDED BY THE CONTRACTOR.

Delete 6.3.1 in its entirety and replace with the following language:

- 6.3.1 *Schedule Format: The contractor shall be responsible for preparing, updating and distributing a Gantt chart progress schedule constructed using either Microsoft Project or a Microsoft Project compatible software [“Schedule”] for the project work in accordance with this Sub- paragraph.*
- 6.3.1.1 *The Schedule must be furnished as a Microsoft Project file and in paper format if required.*
- 6.3.2 *Requirements for what is included in the Schedule: The Schedule shall fully describe the project work in sufficient detail to satisfy the architect/ engineer and the Director.*
- 6.3.2.1 *The Schedule must be accurate in its depiction of all project activities.*
- 6.3.2.2 *The Schedule shall, at a minimum, indicate in suitable detail, all significant features of the work or work activities to be performed, including the placing of orders and anticipated delivery dates for critical items, dates for submissions and approvals of submittals and shop drawings, all change order work, all necessary inspections, the beginning and time duration for all tasks, predecessors and successors for each task, contract milestones, , the NTP, the dates of substantial and final completion of the work and significant Agency or State milestones, when applicable.*
- 6.3.2.3 *The Schedule must show the project's critical path.*
- 6.3.2.4 *The contractor may be required to add other information to the Schedule including, but not limited to, costs and resources.*
- 6.3.2.5 *The Schedule must show the durations in calendar day and acknowledge weekends and State holidays as non-working days, unless otherwise required by the contract.*
- 6.3.2.6 *The Schedule must show the date of Substantial Completion occurring on or before the contract duration end date unless otherwise approved by the architect / engineer and the Director.*
- 6.3.3 *The Schedule as the project record: The contractor agrees that the Schedule shall constitute the official historical record of project's progress.*
- 6.3.4 *Approved Schedule: All references herein to the Schedule shall mean a Schedule that is approved by the Project Team including, but not limited to the architect/engineer and the Director.*
- 6.3.4.1 *The architect/engineer or Director can request the addition of information to the schedule when it is, in their opinion, necessary to better describe the contractor's work effort prior to granting their approval.*

- 6.3.5 *Complying with the Schedule: The contractor shall furnish sufficient labor, materials and equipment to ensure the prosecution of the work in accordance with the Schedule.*
- 6.3.6 *Recovery Schedule: The contractor is required to provide a recovery schedule if the completion time for any task deemed necessary for Substantial Completion is not scheduled to be complete prior to the contract duration allotted in the contract.*
- 6.3.6.1 *To create the recovery schedule the contractor shall, among other things, revise the sequence of tasks and /or the time for performance of tasks through concurrent operations, additional manpower or, when allowable, overtime or additional shifts etc. until it is assured that Substantial Completion will occur on or before the contract completion date.*
- 6.3.6.2 *The State will not allow any additional charges for work performed or made necessary in order for the contractor to comply with the dates shown in the recovery schedule i.e. no additional charges will be allowed the contractor for overtime, additional manpower, equipment, additional shifts, etc., except as provided for elsewhere in the contract.*
- 6.3.6.3 *The contractor is required to perform in accordance with the tasks and durations as shown in the recovery schedule including meeting the dates shown for Substantial and Final Completion.*
- 6.3.6.4 *The recovery schedule must comply with all requirements of this section and all references to and requirements for the Schedule shall also apply to the recovery schedule.*
- 6.3.7 *Submission and review requirements for the project schedule:*
- 6.3.7.1 *The contractor must submit and obtain approval of the initial schedule within 30 days after the Notice to Proceed, but in no case later than the first application for payment.*
- 6.3.7.2 *Subsequently the contractor must update and submit the project schedule immediately upon the occurrence of a change in an activity or event that may, in the architect's/engineers/s opinion, significantly change the current approved schedule, but at a minimum the schedule must be updated every two weeks and submitted at the bi-weekly progress meeting.*
- 6.3.7.3 *The updated schedule must include any activities that were added for any reason including, but not limited to change order work approved to date.*
- 6.3.7.4 *The updated progress schedule shall include the progress achieved for each activity that was scheduled including the actual dates the work was started and completed.*
- 6.4.7.5 *The project schedule shall be reviewed in detail at every bi-weekly progress meeting.*
- 6.3.7.6 *The absence of bi-weekly meetings does not relieve the contractor of his obligation to provide a schedule every two weeks.*
- 6.3.7.7 *The architect/engineer or Director reserves the right to cancel or reschedule the bi-weekly meeting or otherwise take preemptive action if the contractor does not have an approved progress schedule ready for submission as described herein.*
- 6.3.8 *Schedules and payments or extensions of time:*
- 6.3.8.1 *The contractor will make no claim for, and have no right to, additional payment or extension of time for completion of the work in accordance with the schedule, or any other concession because*

of any misinterpretation or misunderstanding on the contractor's part of the project schedule, or because of any failure on the contractor's part to become fully acquainted with all conditions relating to the project schedule and the manner in which it will be used on the project, or because of any other contractor's failure to properly participate in the development of a schedule or to perform the contract in accordance with the schedule.

6.3.8.2 A copy of the current, updated and approved schedule is a required attachment to each application for payment.

6.3.8.3 Failure to include a copy of the current, updated and approved schedule with the payment request shall be cause for rejection of the progress payment request.

6.3.9 Two week look ahead/look behind work plan: In addition to the project schedule requirements, the contractor is required to submit a two week look ahead/look behind work plan at every bi-weekly project meeting.

6.3.9.1 The work plan shall focus on the activities that have been completed in the last two weeks and those planned for the next two weeks.

6.3.9.2 The work plan shall be in greater depth than the overall project schedule.

6.3.9.3 The work plan shall identify the contractor's activities that impact the operations and occupants of the State building or facility of the subject project.

6.3.9.4 The work plan shall be a subset of the current schedule and all activities shall coordinate between them.

6.3.9.5 The absence of a bi-weekly meeting shall not relieve the contractor of his responsibility to provide this work plan.

6.3.9.6 This work plan is in addition to and not in lieu of the schedule requirements described in Sub-paragraph 6.4 et al.

6.3.10 The Contractor agrees that no time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to adverse weather conditions, it must be shown by clear and convincing evidence that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe than the previous five-year (5) average for the Project geographical area, and that these weather conditions critically impacted the final Project completion date by delaying the performance of work. If abnormal weather losses can be shown to have impacted the Project completion date, a non-compensable time extension will be considered for that portion of the proven weather-related delays, which exceeded normal weather losses that should have been anticipated for the quarterly period in question.

6.3.11 The "Construction Duration" identified on the Bid Proposal Form shall be from the Notice to Proceed to Substantial Completion.

F) REVISIONS AND/OR CLARIFICATIONS TO THE DRAWINGS, SPECIFICATIONS AND/OR PROJECT REQUIREMENTS;

1. UCC Permits have been paid by the State.
2. All Technical Sections that reference manufacturers and products are hereby revised to include "Or Approved Equal." Technical Sections of the Specifications have not been reissued as part of this Bulletin A.

Project #T0544-00

Bulletin A

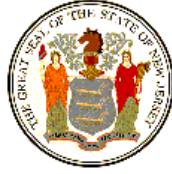
Revised 2021-6-28

3. "Approved Equal" requests must be presented in writing during the Question and Answer period of the Bid Phase, after which they will not be considered. The Question and Answer period will be provided by the DPMC during the bid phase or announced at the Pre-Bid Meeting. A response will be provided by the Consultant via Bulletin.
4. As it relates to testing and inspections, all testing and inspections indicated in the specifications shall be performed by a DPMC prequalified firm and arranged and paid for by the Contractor and in no situation by the Owner.
5. **INSTALLER, MANUFACTURER & FABRICATOR QUALITY ASSURANCE & QUALIFICATIONS:** Eliminate any and all references to "Installer" and/or "Fabricator" quality assurance requirements that pertain to minimum requirement statements such as years of experience, number of similar projects (ex. "5 similar projects"), etc. within the Quality Assurance & Qualifications sections of the specifications. Technical Sections of the Specifications have not been reissued as part of this Bulletin A.
6. Delete any and all references to "Supplemental General Conditions."
7. All businesses engaged in construction projects in the State must adopt policies that include, at a minimum, the requirements as per all Executive Orders, NJDOH and CDC recommendations regarding COVID. Please see the attached DPMC Notice dated June 28, 2021 to All Contractors and Project Personnel on DPMC Construction Projects.
8. This project is subject to a Project Labor Agreement (PLA). See attached sample PLA.
9. In the specifications List of Drawings (LOD), add drawing "B1-S302 Details" to the structural drawings section for the Crew Building (page LOD-2).
10. On the title sheet of the drawings (G-001), add drawing "B1-S302 Details" to the structural drawings section for the Crew Building.

ATTACHMENTS:

1. DPMC Notice dated June 28, 2021 to All Contractors and Project Personnel on DPMC Construction Projects.
2. Sample Project Labor Agreement (PLA)

END OF BULLETIN A



State of New Jersey

DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
P O BOX 034
TRENTON NJ 08625-0034

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

CHRISTOPHER CHIANESE
Director

June 28, 2021

To All Contractors and Project Personnel on DPMC Construction Projects:

All businesses engaged in construction projects in the State must adopt policies that include, at minimum, the following requirements **as per all active Executive Orders, NJDOH and CDC recommendations regarding COVID.**

These policies and procedures are as follows:

- a. Prohibit non-essential visitors from entering the worksite;
- b. Engage in appropriate social distancing measures when picking up or delivering equipment or materials;
- c. For indoor gatherings require individuals to maintain six feet or more distance between them to the maximum extent possible with all individuals wearing cloth face coverings;
- d. Stagger work start and stop times where practicable to limit the number of individuals entering and leaving the worksite concurrently;
- e. Identify congested and "high-traffic areas," including but not limited to lunchrooms, breakrooms, portable rest rooms, and elevators, and limit the number of individuals at those areas concurrently where practicable and require individuals to wear cloth face coverings;
- f. Stagger lunch breaks and work times where practicable to enable operations to safely continue while utilizing the least number of individuals possible at the site;
- g. Require workers and visitors to the worksite to wear cloth face coverings while on the premises, in accordance with CDC recommendations, except where it is impracticable for an individual to wear a face mask, such as when the individual is eating or drinking or where a service being provided by the employer cannot be performed by an individual wearing a mask, and require workers to wear gloves while on the premises. Businesses must provide, at their expense, such face coverings. If a visitor refuses to wear a cloth face covering for non-medical reasons and if such covering cannot be provided to the individual by the business at the point of entry, then the business must decline entry to the individual. Nothing in the stated policy should prevent workers or visitors from wearing a surgical-grade mask or other more protective face covering if the individual is already in possession of such equipment, or if the businesses is otherwise required to provide such worker with more protective equipment due to the nature of the work involved. Where an individual declines to wear a face covering on the premises due to

COVID Policies on DPMC Construction Projects

Page 2

- a medical condition that inhibits such usage, neither the business nor its staff shall require the individual to produce medical documentation verifying the stated condition;
- h. Require infection control practices, such as regular hand washing, coughing and sneezing etiquette, and proper tissue usage and disposal;
 - i. Limit sharing of tools, equipment, and machinery and any shared equipment should be cleaned between uses;
 - j. Where running water is not available, provide portable washing stations with soap and/or alcohol-based hand sanitizers that contain at least 60% alcohol and sanitizing wipes that are approved by the United States EPA for SARS0CoV-2 virus to employees and visitors at no cost to the individuals. Employers may also adopt policies that require employees to wear gloves while at the worksite;
 - k. Routinely clean and disinfect all high-touch areas particularly in spaces that are accessible to employees or other individuals, including but not limited to restrooms, hand rails, door knobs, breakrooms, machinery, safety equipment and other frequently touched surfaces including employee used equipment, and ensure cleaning procedures following a known or potential exposure are in compliance with CDC recommendations;
 - l. When the worksite is an occupied residence, require workers to sanitize work areas and keep a distance of at least six feet from the occupants; and
 - m. Place conspicuous signage at entrances and throughout the worksite detailing the above mandates.

Additionally, Contractors and Project Personnel on DPMC construction projects must continue to:

- a. Prior to each shift, conduct daily health checks of employees, such as temperature screenings, visual symptom checking, self-assessment checklists, and/or health questionnaires, consistent with CDC guidance including latest CDC guidance regarding COVID-19 symptoms, consistent with the confidentiality requirements of the ADA, NJLAD and any other applicable laws, and consistent with any guidance from the Equal Employment Opportunity Commission (“EEOC”) and the New Jersey Division on Civil Rights;
- b. Immediately separate and send home workers who appear to have symptoms, as defined by the CDC, consistent with COVID-19 illness upon arrival at work or who become sick during the day;
- c. Promptly notify workers of any known exposure to COVID-19 at the worksite, consistent with the confidentiality requirements of the Americans with Disabilities Act and any other applicable laws and consistent with the guidance from the EEOC;
- d. Clean and disinfect the worksite in accordance with current CDC guidelines when a worker at the site has been diagnosed with COVID-19 illness; and
- e. Continue to follow guidelines and directives issued by the New Jersey Department of Health, the CDC and the Occupational Health and Safety Administration, as applicable, for maintaining a clean, safe and healthy work environment.

COVID Policies on DPMC Construction Projects

Page 3

These protections, policies and directives issued in accordance with the referenced and all current Executive Orders and CDC recommendations shall remain in effect until revoked or modified by the Governor or as amended or clarified by the State Director of Emergency Management.

Respectfully,

A handwritten signature in black ink, reading "Richard S. Flodmand". The signature is written in a cursive style with a large, prominent initial "R".

Richard Flodmand
Deputy Director, Contract Administration
Division of Property Management
and Construction

D R A F T

PROJECT LABOR AGREEMENT

COVERING NEW DOT MAINTENANCE CREW

FACILITY, SECAUCUS, NJ

ARTICLE 1-PREAMBLE

WHEREAS, The State of New Jersey, Department of the Treasury, Division of Property Management and Construction (DPMC) (the Owner), desires to provide for the efficient, safe, quality, and timely completion of construction of the “New DOT Maintenance Crew Facility, Secaucus, Hudson County” (the “Project”) in a manner designed to afford lower costs to the Owner 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) ensuring a reliable source of skilled and experienced labor;
- (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 from those which otherwise might obtain;
- (4) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) 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 Projects;

(7) Furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;

(8) Expediting the construction process;

and **WHEREAS**, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement;

and **WHEREAS**, the Parties desire to maximize Project safety conditions for both workers and public,

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 DPMC (the Owner) and its successors and assigns, for certain construction work to be performed on the “New DOT Maintenance Crew Facility & Site Improvements, Secaucus, Hudson County” (the “Project”) and by the Hudson County Building and Construction Trades Council, AFL-CIO, (“the County Council”), on behalf of itself and its affiliated local union members, and the signatory Local Unions on behalf of themselves and their members.

ARTICLE 2 – GENERAL CONDITIONS

SECTION 1: DEFINITIONS

Throughout this Agreement, the Union parties and the signatory Local Unions and County Council are referred to singularly and collectively as “Union(s).” Where specific reference is made to “Local Unions,” that phrase is sometimes used. The term “Contractor(s)” shall include all signatory contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this

Agreement as defined in Article 3; DPMC is referenced as “Owner”; the Hudson County Building and Construction Trades Council, AFL-CIO is referenced as the “County Council”; and the work covered by this Agreement (as defined in Article 3) is referred to as the “Project”.

SECTION 2: CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless executed by the County Council and the Owner and will remain in effect until the completion of the Project.

SECTION 3: ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and the Owner and all signatory Contractors performing on-site Project work, including site preparation and staging area, 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 whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performance within the scope of Article 3. This Agreement shall be administered by the Owner, on behalf of all Contractors.

SECTION 4: SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part except for all work performed under the NTD National Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all

instrument calibration work and loop checking shall be performed under the terms of 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 Article VII, IX, and X of this Project Agreement, which shall apply to such work. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that neither the Owner nor any Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Owner.

SECTION 5: LIABILITY

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

SECTION 6: THE OWNER

The Owner shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. The Owner is not a party to 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 Owner in determining

which Contractors shall be awarded contracts for Project work. It is further understood that the Owner has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

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 to Project work who becomes signatory thereto, 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 unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 – SCOPE OF THE 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 the on-site construction work performed on the project defined as the “New DOT Maintenance Crew Facility & Site Improvements, Secaucus, Hudson County” (the “Project”) during the time period of this Agreement as set forth in the bid documents covering Construction Contract T0544-00.

The scope of work is confined to the on-site Project work contained in the scope of the Owner’s final construction contract.

SECTION 2: EXCLUDED EMPLOYEES

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

- a. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;
- b. Employees of the Owner or any other 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 project components, materials, equipment or machinery. However, employees and entities involved in off-site operations who are covered by the Prevailing Wage Act (for example, by being dedicated exclusively to the performance of the public work contract or building project and are adjacent to the site of work), or are involved in deliveries to and from the project site (except for local deliveries of all major construction materials including fill, ready mix concrete and cement, asphalt, and other items) shall be subject to this Agreement.
- d. Employees of the Contractor, excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- e. Employees engaged in on-site equipment warranty work;
- f. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- g. Employees engaged in laboratory or specialty testing or inspections;
- h. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone companies and railroads.

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 that 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 Owner and/or any Contractor. The Agreement shall further not apply to the Owner or any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner 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. As the contracts which comprise the 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 Owner or 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 craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

- A. The Contractors agree to hire craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). Notwithstanding this, the

Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to pile driving); the selection of employees to be laid-off (except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A. 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 Local Union of craft employees hired within its jurisdiction from any source other than referral by the Union.

B. Following the employment of the first employee in each craft under Schedule A or the procedure set forth above in paragraph A, 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 as determined by a Committee of 3 designated, respectively, the applicable Local Union, the Owner, a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

- (1) possess any license required by New Jersey law for the Project work to be performed;

- (2) have worked a total of at least 1000 hours in the Construction craft during the prior three 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.

No more than 12 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The 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 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 Owner's bid specifications, the Contractor may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a Department of Labor (DOL) approved training program, applied to take a construction Apprenticeship test, and will be paid at not less

then the applicable equivalent Apprentice rate. With the approval of the Local Administrative Committee (LAC), experience in construction related areas may be accepted as meeting the above requirements.

SECTION 5. CROSS AND QUALIFIED REFERRALS

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

SECTION 6. UNION DUES / WORKING ASSESSMENTS

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Project work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the Local Union, signatory to this Agreement, which represents the craft in which the employee is performing Project work. No employee shall be discriminated against at the Project 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 Unions as a working assessment fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A. 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 craftpersons he is leading exceed a specified number.

ARTICLE 5 – UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to Contractor and Owner) one representative, including the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

- (a) Each Local Union shall have the right to designate a working journeyman as a Steward and an alternate, and shall notify the Contractor and Owner 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. There will be no non-working Stewards on the Project.
- (b) In addition to his or her 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 Contractor and, if applicable, subcontractors of that 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 Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, 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, Contractors retain full and exclusive authority for the management of their 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 thereof; the promotion, transfer, layoff of its employees; or 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 or Owner, and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations 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, tool, 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 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-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of Contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A. There shall be no restrictions as to work, which is performed off-site for the Project, except for work done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and located adjacent to the "site of 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 Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the free flow of traffic in the Project area. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

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

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the County Council. The district or area council and the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, and/or the County Council 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 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, Jr., Esq., at 51 JFK Parkway, First Floor West, Short Hills, New Jersey 07078, telephone number (973) 359-8161, who shall serve as Arbitrator under this expedited arbitration procedure. In the event that J.J. Pierson is unable to serve, a party invoking this procedure shall notify Gary Kendellen, who shall serve as Arbitrator under this expedited 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, the Owner, the County Council, and the Contractor.
- b. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the County Council and the Owner, 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 district or area council required by Section 3, above. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator.
- c. All notices pursuant to this Article may be by telephone, email, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator,

Contractor or 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 eight hours duration (no more than four 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, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within three 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 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 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 Unions to whom they accrue.
- g. 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 – LOCAL ADMINISTRATIVE COMMITTEE (LAC)

SECTION 1. MEETINGS

The Local Administrative Committee (LAC) will meet on a regular basis to 1) Implement and oversee the Agreement procedures and initiatives; 2) monitor the

effectiveness of the Agreement; and 3) identify opportunities to improve efficiency and work execution.

SECTION 2. COMPOSITION

The LAC will be co-chaired by designees of the President of the County Council or his designee and the designated official of the Owner. It will be comprised of representatives of the local union's signatory to this Agreement (PLA), and representatives of the Owner and Contractors on this project.

ARTICLE 9 – GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation of 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. To be timely, such notice of the grievance must be within 7 business days after the act, occurrence, or event, giving rise to the grievance or after the act, occurrence or event became known or should have become known to the Union. The

business representative of the Local Union or the job steward and site representative of the involved Contractor shall meet and endeavor to adjust the matter within 3 business days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the Owner with written copies of the grievance setting forth a description of the claimed violation, the date of 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 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 9 business 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 County Council, the involved Contractor, and the Contractor shall meet in Step 2 within 5 calendar days 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 fourteen (14) calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the next available arbitrator of the panel of arbitrators consisting of J.J. Pierson Jr., Esq., Gary Kendellen and Wellington Davis, who shall act as the Arbitrator under this expedited 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. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the 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 30 calendar days prior to the date of service of the written grievance on the Owner and the involved Contractor or Local union.

SECTION 3. PARTICIPATION BY OWNER

The Owner and the President of the BTC shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, the Owner 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

A. There shall be a mandatory pre-job markup / assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the Owner, Contractor, and the involved Contractors. Best efforts will be made to schedule the pre-job meeting in a timely manner after the Notice to Proceed is issued but not later than 30 days prior to the start of the Project.

B. All Project construction work assignments shall be made by the Contractor according to the criteria set forth in Section 3, Subsection D 1-3.

C. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved. Claims of a change of original assignment shall be processed in accordance with Article I of the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (“the Plan”).

D. In the event that a Union involved in the change of original assignment dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Council AFL-CIO and does not wish to process a case through the Plan, the parties shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson, Arbitrator Andy Douglas or Arbitrator Richard K. Hanft and submit the dispute directly to the Arbitrator. The selected Arbitrator shall determine whether the case requires a hearing or may be decided upon written submissions. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:

1. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility

for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of the Agreement for the Contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.

2. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National and International Unions involved.

a. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.

b. Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and, in any event, with eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit through its International 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 other Union

involved, the Contractor involved, the Contractor, the County Council, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any 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 Procedural Rules of the Plan.

B. Within five calendar days of receipt of the dispute letter, there shall be a meeting of the Contractor, any other Contractor(s) or subcontractors involved, the Local Unions involved and designees of the County Council and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.

C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated Arbitrators: Arbitrator J.J. Pierson, Arbitrator Andy Douglas or Arbitrator Richard K. Hanft to hear all unresolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three Arbitrators is available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator.

D. In the event that a Union involved in the dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Council AFL-CIO and does not wish to process a case through the Plan as described in paragraphs A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson, Arbitrator Andy Douglas or Arbitrator Richard K. Hanft to hear the dispute and shall submit the dispute directly to the selected Arbitrator. The time limits for submission and processing disputes shall be the same as

provided elsewhere in this Section. The selected Arbitrator shall schedule the hearing within seven business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators will be selected to hear the case unless all parties to the dispute agree to waive the seven day time limit. In rendering his decision, the Arbitrator shall determine:

1. First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;

2. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record governing the case, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.

3. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are

essential to the well being of the industry, the interests of the consumer or the practices of the employer shall not be ignored.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

E. The Arbitrator will render a short-form decision within five (5) days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.

F. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions on the Project.

G. 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.

SECTION 4. AWARD

Any award rendered pursuant to this Article shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in accordance with the provisions of Article VII of the Plan. Any award

rendered pursuant to the alternate procedures of this Article 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 Contractor and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign the work to employees who are not qualified to perform the 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

A. There shall be no interference or interruption of any kind with the work of the Project 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. Any claims of a violation of this section shall be submitted and processed in accordance with the impediment to job progress provisions of the Plan.

B. In the event a Union alleged to have engaged in an impediment to job progress is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Council AFL-CIO and does not wish to have the impediment to job progress charge processed through the Plan, the parties to the dispute

shall mutually select one of the three Arbitrators designated in this Article to hear the dispute. The selected Arbitrator shall schedule the hearing within two business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators shall be selected by the parties to hear the case unless all parties to the dispute agree to waive the two day time limit. The sole issue at the hearing shall be whether or not a violation of this Section has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Arbitrator's decision shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the decision. The Arbitrator may order cessation of the violation of this Section and other appropriate relief, and such decision shall be served on all parties by facsimile upon issuance. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

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 attached Schedules A, as amended during 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 Schedule A. Parties to such agreements shall be the Owner, Contractor, the contractor/subcontractor involved, the involved Local Unions and the County Council.

SECTION 2. EMPLOYEE BENEFIT FUNDS

- A. The Contractor agrees to pay contributions to the established funds in the amounts designated in Schedule A. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.
- B. The Contractor agrees to be bound by the written terms of the legally established 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 benefits Payments.
- C. Should any contractor or subcontractor become delinquent in the payment of contributions to the fringe benefit funds, then the subcontractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Trust Funds, agrees to withhold from the subcontractor such disputed amount from the next advance, or installment payment for work performed and the amount claimed and owed will be paid within thirty (30) days after receipt of the notification by the General Contractor, if not paid prior to said date by the delinquent contractor/subcontractor.

**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 the following schedule:

- (1) Five-Day Work Week: Monday – Friday; five days, eight hours plus ½ hour unpaid lunch period per day.
- (2) Four-Day Work Week: Monday – Thursday; four days ten hours plus ½ hour unpaid lunch period per 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 2:30 p.m. and 5:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor in accordance with area practice.

C. Notice – the Contractor shall provide not less than five days prior notice to the Local Union involved as to the work hour schedules 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 Schedule A. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked. 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 Owner, 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 eight hours work (or ten 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 ½ hour unpaid lunch period.

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. It is agreed that when project circumstances require a deviation from the above shifts, the involved unions, contractors and the Owner shall adjust the starting times of the above shifts or establish shifts which meet the project requirements. It is agreed that neither party will unreasonably withhold their agreement.

SECTION 4. HOLIDAYS

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

- | | |
|----------------|------------------|
| New Years Day | Labor Day |
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |

*Work shall be scheduled on Good Friday pursuant to the craft’s Schedule A.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

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 Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed except in Presidential Election years when Election Day is a recognized 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 Schedule A.

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 Schedule A.

C. When an employee leaves the job or work location of his/her own violation or is discharged for a 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 payments of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article or except where specifically provided in applicable Schedule A.

SECTION 6. PAYMENT OF WAGES

A. Payday- Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. Not more than 3 day's wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

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 layoff or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

The 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; provided, however, that when the 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 eight 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 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 10. MEAL PERIOD

The Contractor shall schedule an unpaid period of not more than ½ hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operations, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. BREAK PERIODS

Local area practice will prevail for coffee breaks.

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, the Contractor 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. The Contractor may utilize apprentices and such

other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed 25% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provide for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provision of the appropriate Schedule A.

SECTION 2 DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New Jersey State and federal Departments of Labor to ensure minorities, women, or economically disadvantaged are afforded opportunities to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project should be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort.

ARTICLE 14 – SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

The Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and 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 Contractor and the Owner 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 Contractor and the Owner for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractor and Owner 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 Contractor and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by the Contractor and Local Unions and the New Jersey State Department of Labor and Workforce Development 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 Owner and Contractor shall establish such reasonable Project rules as are appropriate for the good order of the Project provided they do not violate the terms of this Agreement. 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 discharge 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 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 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 Owner and the Unions will cooperate in seeking any NJ Department of Labor and Workforce Development 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 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 Owner, the Contractor, nor any signatory 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 signatory Contractors and signatory Unions.

ARTICLE 18 – FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

- A. Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the Contractor in writing of the mutually agreed upon changes in provision of such agreements which are applicable to the Project, and their effective dates.

- B. It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work on this Project 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 Project Agreement.
- C. Any disagreement between signatories to this Agreement over the incorporation into Schedule "A" of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lockout on this Project affecting a Local Union during the course of such renegotiations. The Contractor agrees that all payments due under any renegotiated area Local Collective Bargaining Agreement shall be made retroactive to the effective date thereof.

ARTICLE 19 – HELMETS TO HARDHATS

The Contractor 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 Contractor 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.

The Unions and Contractor agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the 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 _____, 20____.

FOR THE DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

By: _____
Richard Flodmand, Deputy Director

**FOR THE BUILDING AND CONSTRUCTION TRADES
HUDSON COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

By: _____
Patrick Kelleher, President

FOR LOCAL UNION AFFILIATES:

BOILERMAKER LOCAL

By: _____
(Name/Title)

BRICKLAYERS AND ALLIED CRAFTS, LOCAL

By: _____
(Name/Title)

CARPENTERS, LOCAL

By: _____
(Name/Title)

DOCKBUILDERS AND PILE DRIVERS, LOCAL

By: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL

By: _____
(Name/Title)

ELEVATOR CONSTRUCTORS, LOCAL

By: _____
(Name/Title)

INSULATORS AND ALLIED WORKERS, LOCAL

By: _____
(Name/Title)

IRONWORKERS, LOCAL

By: _____
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL

By: _____
(Name/Title)

MILLWRIGHTS, LOCAL

By: _____

(Name/Title)

OPERATING ENGINEERS, LOCAL

By: _____
(Name/Title)

OPERATIVE PLASTERS & CEMENT MASONS, LOCAL

By: _____
(Name/Title)

PAINTERS AND ALLIED TRADES, LOCAL

By: _____
(Name/Title)

PLUMBERS AND PIPEFITTERS, LOCAL

By: _____
(Name/Title)

ROOFERS, LOCAL

By: _____
(Name/Title)

SHEETMETAL WORKERS, LOCAL

By: _____
(Name/Title)

SPRINKLEFITTERS, LOCAL

By: _____

(Name/Title

TEAMSTERS, LOCAL

By: _____
(Name/Title)

TILE/MARBLE/TERRAZZO WORKERS, LOCAL

By: _____
(Name/Title)

END

PROJECT LABOR AGREEMENT

**COVERING NEW DOT MAINTENANCE CREW FACILITY, SECAUCUS, NJ
DPMC PROJECT T0544-00**

LETTER OF ASSENT

Re: Project Labor Agreement
Hudson County Building & Trades Council, AFL-CIO and the State of New Jersey,
Department of the Treasury, Division of Property Management and Construction (the
“Agreement”)

The undersigned, as a Contractor, or Subcontractor on a Contract which is part of large project construction for the State of New Jersey, for and in consideration of the award 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) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Projects Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Company Name

By: _____

Contract Number _____

Title: _____

Contractor _____

Date: _____

cc: (Unions employed by Contractor)