

388 Bridge Street – Outer Borough Residential Market Recovery PLA

OUTER BOROUGH – RESIDENTIAL
MARKET RECOVERY PROJECT LABOR AGREEMENT

388 BRIDGE STREET
PROJECT

NEW YORK CITY

Between

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY

And

CAULDWELL WINGATE CO., LLC
(General Contractor)

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PROJECT LABOR AGREEMENT

PREAMBLE

WHEREAS, the General Contractor and its contractors are engaged in construction and have employed and now employ members of the unions affiliated with the New York City Building and Construction Trades Council; and

WHEREAS, the General Contractor, CAULDWELL WINGATE CO., LLC, has a contract with STAHL REAL ESTATE COMPANY, the Owner-Developer, to perform construction management and construction services solely and specifically at the project identified as 388 BRIDGE STREET; and

WHEREAS, due to the national and local economic downturn the project is at risk of being canceled, delayed or modified to significantly reduce the size and scope of the project; and

WHEREAS, the cancellation, delay or modification of the project will adversely impact construction employment opportunities for the construction trade unions in the City of New York; and

WHEREAS, the General Contractor and the New York City Building and Construction Trades Council desire to mitigate the impact of the economic downturn on construction in the Outer Boroughs of the City of New York and have negotiated the terms of this emergency Project Labor Agreement to promote the cost efficient, safe, quality, and timely completion of construction work on certain residential projects in the Outer Boroughs of New York; and

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

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- (1) expediting the construction process and otherwise minimizing disruption to the project;
- (2) avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the project;
- (3) standardizing certain terms and conditions governing the employment of labor on the project;
- (4) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (5) ensuring a reliable source of skilled and experienced labor;
- (6) maximizing project safety conditions for both workers and others;
- (7) reducing labor costs by giving contractors flexibility to manage and perform work operations in the most efficient and productive manner; and

WHEREAS, the New York City Building and Construction Trades Council and its affiliated Unions, together with the General Contractor and its contractors desire to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

NOW, THEREFORE, it is agreed in consideration for the mutual promises and covenants made herein as follows;

ARTICLE I - PARTIES TO THE AGREEMENT

This Project Labor Agreement ("PLA" or "Agreement") is entered into, this _____ day of _____, 2010, by and between the General Contractor, CAULDWELL WINGATE CO., LLC, and the New York City Building and Construction Trades Council (BCTC) and its Affiliated Unions which have signed the Agreement. The PLA will govern the relationship between the Execution Copy

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General Contractor(s), contractors, subcontractors and the signatory Affiliated Unions with respect to the construction work performed at 388 BRIDGE STREET, Brooklyn, New York 11201, provided the General Contractor will mobilize construction on the project site no later than December 31, 2011. The parties each warrant and represent that they have been duly authorized to enter into this Agreement on behalf of, and to bind, their respective organizations.

ARTICLE II - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various union parties, including the BCTC and its signatory Affiliated Unions, are referred to singularly and collectively as "Affiliated Unions"; where specific reference is made to "Affiliated Unions" that phrase is sometimes used to denote a particular union affiliated with the BCTC; the term "General Contractor" shall refer to the person or entity which is/are responsible for coordinating and overseeing work at the Project and the term "Contractor(s)" shall include any and all General Contractor and subcontractors of all tiers, engaged in work within the scope of this Agreement as defined in Article III. The work covered by this Agreement is referred to herein as "Project Work".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) this Agreement is approved and signed by the BCTC, and the Agreement is approved and signed by those of its affiliates participating

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herein; (2) the Agreement is approved and signed by the General Contractor; (3) the Agreement is approved by the Building Trades Department, AFL-CIO.

SECTION 3. ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the BCTC, the signatory Affiliated Unions, the General Contractor(s), and all Contractors performing Project Work, as defined in Article III.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the Collective Bargaining Agreements of the Affiliated Unions, collectively referred to as Schedule "A" agreements, represent the complete understanding of all parties. Where there are conflicts between and among this Agreement and the Schedule "A" Agreements this Agreement governs and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part; provided however where this Agreement is silent on a subject, the applicable collective bargaining agreement(s) shall govern, except for any work performed that may fall under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms and no strike clause contained herein. The Collective Bargaining Agreements referred to in this PLA are those agreements negotiated by the Affiliated Unions with their respective employer

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associations and employers without modification for the 2009-2010
BCTC/BTEA Economic Recovery PLA and without modification by
Memorandums of Understanding regarding any other market recovery rate or
conditions that may have been negotiated in response to the current economic
downturn.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The General Contractor and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the BCTC and Affiliated Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. BID SPECIFICATIONS

The General Contractor shall require in its bid specifications for all Project Work within the scope of Article III that all successful bidders, and their subcontractors of whatever tier, and any and all Contractors of any tier awarded or performing work within the scope of this PLA shall become bound by this Agreement, and shall sign and file with the General Contractor and relevant trades a "Letter of Assent" in the form annexed hereto as Schedule "B" agreeing to be bound to and incorporating the terms of this Agreement by reference prior to any award of work.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

Where an Affiliated Union has signed this Agreement, only contractors who are parties to a collective bargaining agreement with that Union shall be

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employed on this Project. However, where an Affiliated Union has not signed this Agreement the Unions agree that this Agreement will be made available to, and all the rights and obligations of this Agreement will fully apply to, any successful bidder or Contractor awarded or performing work on this Project, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the site of this Project.

SECTION 8. WORK PRESERVATION - SUBCONTRACTING

The General Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement.

ARTICLE III - THE WORK

This PLA shall apply to all construction work, including site work, demolition, excavation and all construction work, including interior build outs as well as green building technologies used in new construction and/or renovation or retrofit work, related to the Project which consists of the construction and related work for 388 BRIDGE STREET, BROOKLYN, NEW YORK 11201, referred to as the 388 BRIDGE STREET project. The work shall exclude tenant build-outs since that work is not encompassed in the General Contractor's scope of work. Therefore, it is recognized that the No Strike provisions of this Agreement as set forth in Article VII does not apply to tenant build-outs or any other work expressly excluded from this PLA. In the event

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that the General Contractor is engaged to perform tenant build-outs, the terms of this PLA will apply to that work that is within the scope of the General Contractor's work.

SECTION 1. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of the General Contractor, who 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 employer, single employer or alter-ego status between or among any Owner-developers and/or General Contractor.

SECTION 2. EXCLUDED EMPLOYEES

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

- (a) Superintendents, supervisors, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, unless such persons are specifically and explicitly covered by a craft's Schedule "A"; for example, where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular collective bargaining agreement, they are covered by this PLA.

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- (b) Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site, except as may be provided for in Schedule “A” agreements.
- (c) Employees of STAHL REAL ESTATE COMPANY, Owner-developer, its Managing, Sales and/or Leasing Agents, and the General Contractor, except those performing manual, on site Project Work who will be covered by this Agreement.
- (d) Employees engaged in on-site equipment warranty work, unless a current employee of a Contractor is on site and certified by the relevant manufacturer to make warranty repairs on the Contractor’s equipment.
- (e) Employees engaged in geophysical and/or environmental testing other than boring for core samples.
- (f) Employees engaged in work, which is ancillary to Project Work and performed by third parties such as utility companies who shall install their work only to a certain demarcation point identified by a General Contractor at the commencement of each building of the Project.
- (g) Employees engaged by an Owner to perform final cleaning of windows and apartment interiors provided that laborers who are

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members of the Union with proper jurisdiction have performed their final sweeping and removal of any window or floor protection; and provided further that where any trade re-enters the space to perform additional work, the laborers will perform the clean-up for that additional work.

ARTICLE IV - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The General Contractor and all Contractors performing Project Work recognize the Affiliated Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within their recognized jurisdiction and within the scope of this Agreement as defined in Article III, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractor agrees to employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Affiliated Unions' area collective bargaining agreements and in accordance with the procedures set forth in those agreements. In the event that an Affiliated Union does not have a referral system or hiring hall, the current practice with respect to contractor hiring for that Affiliated Union shall be observed. Notwithstanding this, Contractors shall have the sole right to reject for good cause any applicant referred by an Affiliated Union.

B. In the event that an Affiliated Union with a job referral system or hiring hall in its Collective Bargaining Agreement is unable to fill any request for qualified employees within a 48-hour period after such request by a Contractor (Saturdays, Sundays, and holidays excepted), a Contractor may employ qualified applicants from any other available source, upon notification to the affected Affiliated Union. In the event that the Affiliated Union does not have a job referral system, the Contractor shall follow the current practice and give the Affiliated Union first preference to refer applicants if any such practice exists.

SECTION 3. NON-DISCRIMINATION

The Affiliated Unions represent that their respective Affiliated Union hiring halls and referral systems are and will continue to 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.

SECTION 4. UNION DUES

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

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or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Affiliated Unions as an agency shop fee.

SECTION 5. 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 Contractors. Craft forepersons shall work pursuant to the terms and conditions established under the relevant local collective bargaining agreement.

SECTION 6. APPRENTICES

Apprentices may be employed at the maximum ratios approved by the New York State Department of Labor for the relevant trade.

ARTICLE V - UNION REPRESENTATION

SECTION 1. AFFILIATED UNION REPRESENTATIVE

Each Affiliated Union representing Project employees shall be entitled to designate a representative(s), and/or the Business Manager, who shall be afforded access to the Project but who shall not disrupt or interrupt the work of employees.

SECTION 2. STEWARDS

(a) Each Affiliated Union shall have the right to designate a journey person as a Steward and an alternate, and shall notify the Owner and/or General Contractor of the identity of the designated Steward and alternate prior to the assumption of such duties. All Stewards shall be working Stewards.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances from the employees working in their respective trade and to discuss and assist in the adjustment of said complaints

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or grievances with the Contractor's appropriate supervisor, provided there shall be no unreasonable interruption of the Project Work. The Contractor will not discriminate against the Stewards in the proper performance of Union duties.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Affiliated Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. In any case in which a Steward is discharged or disciplined for just cause, the Affiliated Union involved shall be notified immediately by the Contractor.

ARTICLE VI - MANAGEMENT'S RIGHTS

A. Except as expressly limited by a specific provision of this Agreement and the applicable Schedule "A"s, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees or the discipline or discharge for just cause of its employees; the assignment (subject to New York Plan provisions) and schedule of work; the promulgation of reasonable Project Work rules that are not inconsistent with this Agreement; and the requirement, timing, and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual shall be permitted or observed.

B. The Parties hereby adopt and incorporate the BCTC's Standard of Excellence annexed hereto as Schedule "C", and the mutual obligations set forth therein for the safe, efficient and productive completion of the Project.

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUTS

There shall be no strikes, picketing, work stoppages, slowdowns, demonstrations or other unlawful disruptive activity with respect to work covered by Article III of this Agreement. This provision shall not apply to work expressly excluded from coverage under Article III of this PLA, including tenant build-outs not being performed or contracted for by the General Contractor. There shall be no lockouts at the Project by any signatory Contractor, General Contractor or the Owner-developer.

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 for work on the Project. Such discharge shall be subject to the grievance and arbitration clause set forth in Subsection 5 of this Article.

SECTION 3. NOTIFICATION

If the General Contractor or any Contractor contends that any Affiliated Union has violated this Article, it will notify the Affiliated Union involved advising of such fact, with copies of the notification to the BCTC. The Affiliated Union shall instruct its members and shall otherwise use its best efforts to cause the employees to immediately cease and desist from any violation. The BCTC shall request and otherwise use its best efforts to cause the Affiliated

Union to immediately cease and desist from any violation of this Article. The BCTC shall not be liable for the unauthorized acts of an Affiliated Union or its members. Similarly, an Affiliated Union and its members will not be liable for any unauthorized acts of other Affiliated Unions.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Affiliated 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 [EACH PARTY TO INSERT ONE NAME] _____ or _____, who shall alternate (beginning with Arbitrator _____) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and the BCTC.

- (b) The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Affiliated Union involved, the BCTC and the General Contractor, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice.

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- (c) All notices pursuant to this Article may be provided by telephone, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, General Contractor and Affiliated Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (not more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Affiliated 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 Affiliated Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages or modify the disciplinary action taken (any damages issue is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar

days, but its issuance shall not delay compliance with, or enforcement of, the Award.

- (e) 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 and a Petition to Confirm. Notice of the filing of such enforcement proceedings shall be given to the Affiliated Union or Contractor involved, and the General Contractor.
- (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 Affiliated Unions to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Affiliated Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article IX 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 IX 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 VIII - LABOR MANAGEMENT COMMITTEE AND WORK ASSIGNMENTS

SECTION 1. SUBJECTS

The Labor Management Committee ("Committee") will meet on a regular basis to: (1) promote harmonious relations among the Contractors and Affiliated Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; (3) discuss matters relating to staffing, scheduling, safety and productivity; and

SECTION 2. COMPOSITION

The Labor Management Committee shall be jointly chaired by a designee of the General Contractor and the BCTC. It may include representatives of the Affiliated Unions and Contractors involved in the issues being discussed. The Labor Management Committee may conduct business through mutually agreed upon subcommittees.

SECTION 3. PRE-JOB CONFERENCES/JOB ASSIGNMENTS

All project work assignments shall be made by the General Contractor, Contractors and subcontractors to Affiliated Unions or to unions affiliated with the Building and Construction Trades Department ("Building Trade Unions"), pursuant to the Green Book decisions of the New York Plan. The Labor Management Committee shall be formulated upon execution of this Agreement and shall convene a pre-job conference at least 45 days (or such lesser period as may be practical) prior to the General Contractor's mobilization on the job, which shall include all affected Contractor(s) and trade(s), to resolve any issues with respect to scheduling and work assignments that have been made. No

later than 10 days prior to beginning its work on the project site, each Contractor (including the General Contractor) shall inform the General Contractor of the identity of the Affiliated Union or Building Trades Union to which it intends to assign the work within the scope of its contract. The General Contractor shall immediately forward that tentative assignment in writing to the Labor Management Committee, which may, prior to the Contractor (or General Contractor) beginning its work, schedule a conference with the Contractor, the General Contractor and interested Affiliated Unions or Building Trades Unions to discuss the tentative assignment. The General Contractor shall make good faith efforts to ensure that the contracts it lets to contractors shall result in the assignment of the work involved to the Union(s) entitled to perform the work under prior New York Plan decisions. If, however, no Green Book decisions address the assignment of the particular work involved or the respective trades are not in agreement, the General Contractor or Contractor shall assign it in conformance with New York City BCTC area practice.

If the Labor Management Committee is unable to resolve any jurisdictional issue referred to it, the affected affiliated Local Union must submit the matter to the New York Plan for immediate resolution.

ARTICLE IX - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article VII, Section 1) shall be considered a

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

(b) Should any party to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VII, Section 1) with any

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other party to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Affiliated Union, together with representatives of the involved Contractor, BCTC and the General Contractor (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

In the event Step 2 does not result in a settlement or resolution of the grievance, the matter may be submitted for mediation to a designee of the BCTC and the General Contractor.

Step 4:

(a) If the grievance shall have been submitted but not resolved in Step 3, any of the participating Step 3 entities may, within 21 calendar days after the initial Step 3 meeting, submit the grievance in writing (copies to other participants, including the General Contractor or designee) to Jack Tillem or Richard Adelman, who shall act, alternately (beginning with Arbitrator Richard Adelman) as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor,

Affiliated Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Affiliated 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 General Contractor (or designee), involved Contractor and involved Affiliated 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. PARTICIPATION BY GENERAL CONTRACTOR

The General Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 4 arbitration.

ARTICLE X - JURISDICTIONAL DISPUTES

The New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") shall apply to the settlement of all jurisdictional disputes involving all Project Work. The New York Plan shall apply to any and all Contractors, subcontractors; Affiliated Unions and Building Trades Unions performing work on the Project, and any and all jurisdictional disputes that may arise on the project. In the event that a Building Trades Union whose members are employed on the Project is not a party to the New York Plan, for the limited purpose of this Project and without implications as to any other Project, the New York Plan shall apply to the settlement of jurisdictional disputes in which it is involved.

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.

ARTICLE XI - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

A. All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage and benefit rates for those classifications as specified in the Schedule A Agreements as defined in Article II, Section 4, and as adjusted in paragraph B below.

B. The signatory Unions shall adjust their Schedule A Agreements, as defined in Article II, Section 4, to provide for the equivalent of twenty (20%) per cent reduction in the payroll costs attributable to the wage and benefit rates for the trade. This reduction may be accomplished by any lawful method, including, direct payroll reductions, targeting efforts in accordance with existing targeting programs, or any combination thereof, resulting in the equivalent of a twenty (20%) reduction in payroll costs (wage and benefit costs) for the trades as set forth in the Trade Adjustment schedule attached hereto as an Addendum.

C. All previously negotiated raises due under the Schedule A Agreements shall be applicable to this project and shall be pro-rated in accordance with the 20% reduction set forth in paragraph B above.

SECTION 2. TRUST FUNDS

A. The Contractor agrees to promptly pay contributions to the established Trust Funds in the amounts designated in the appropriate Schedule "A". Jointly-trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added and the Contractor agrees to promptly pay contributions to such funds.

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 with regard to work done on this Project for those employees to whom this Agreement requires such benefit payments.

C. In consideration of the Affiliated Unions not striking over wage and Trust Fund delinquencies, the Affiliated Unions agree to give written notice to the Delinquent Contractor and the General Contractor within ninety (90) days of knowledge of a Contractor's delinquency with respect to Project Work, and the General Contractor agrees to immediately notify the alleged delinquent Contractor of the claim of delinquency and to withhold from outstanding monies due and unpaid to an alleged delinquent Contractor or any tier subcontractor at the time of receipt of the notice, the amount the Affiliated Union or Trust Fund Administrator claims a Contractor owes for hours worked (or paid) by its employees on the Project. Within seven (7) days after receipt of said notification from the Trust Funds or Affiliated Union, if not already paid prior to said date by the delinquent Contractor, the General Contractor shall place the amount claimed to be owed into an escrow account established by

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the General Contractor for the benefit of the trust funds until the resolution of the claim pursuant to the affected union's delinquency procedures. In the event of a dispute between the allegedly delinquent Contractor and the Union, the General Contractor will use its best efforts to facilitate the resolution of the claim. If the General Contractor fails to comply with this provision the involved Affiliated Union may withhold labor until such time as this provision is complied with.

ARTICLE XII - HOURS OF WORK

SECTION 1. WORK WEEK AND WORK DAY

A. The standard workweek shall be Monday through Friday (5 days); and the standard work day shall be 8 hours per day, plus ½ hour unpaid lunch each day.

B. In accordance with Project Work needs, the Contractor, with the consent of the General Contractor, will have discretion in setting the start of the work day at the commencement of the job. The starting times may range from 7:00 a.m. to 8:00 a.m. Where a Local Union has already agreed to staggered starting times in Schedule "A" deference shall be afforded to that Local Union.

C. Starting times per trade may only be changed pursuant to the terms of the Schedule "A" collective bargaining agreements or, in the event the collective bargaining agreement contains no applicable provision, upon no less than 10 days notice to the affected trade.

D. To the extent that starting times are staggered between the trades, lunch periods may be staggered accordingly between trades but not per trade.

388 Bridge Street- Outer Borough Residential Market Recovery PLA

General Contractor for this Project Work. Such rules will be posted in conspicuous places throughout Project Work sites.

Any and all security measures, background checks or work clearance card programs must be negotiated with and approved by the BCTC and its Affiliated Unions.

ARTICLE XV - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

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

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE XVI - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. In the event that a court of competent jurisdiction finds any portion of the

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. NON-LIABILITY

In the event of an occurrence referenced in Section 1 of this Article, the Owner-developer, the General Contractor, any Contractor, the BCTC nor any signatory Affiliated Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction or other court determination.

SECTION 3. NON-WAIVER

A. Nothing in this Agreement is intended to be or shall be construed as a waiver by any Affiliated Union(s) of any prevailing wage determination or schedule that is applicable to their trade for any public work that has been or may be performed in the future on any work outside the scope of this Agreement.

B. Nothing contained in this Agreement is intended to be or shall be construed as a waiver by any signatory Affiliated Union(s) of any more favorable term or condition of employment that may be contained in any collective bargaining agreement applicable to work outside the scope of this Agreement.

ARTICLE XVII - DURATION

SECTION 1. DURATION

This PLA shall apply to Project Work beginning upon compliance with the provisions of Article I herein and shall thereafter remain in effect for the duration of the covered work performed on the Project.

This Agreement shall remain in full force and effect until completion of the Project.

SECTION 2. EXTENSION OF AREA CONTRACTS

Except as otherwise set forth herein and subject to the terms and conditions of this Agreement, any changes in the rate or other terms and conditions of employment that are negotiated in any Schedule A Agreement after the start of the construction Project shall be applicable to work on this Project; provided, however, that any increase in the wage and benefit rate shall be pro-rated in accordance with the 20% reduction set forth in Article XI, Section 1 (B).

ARTICLE XVIII - HELMETS TO HARDHATS

Section 1.

The Employers 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 Employers 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

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388 Bridge Street- Outer Borough Residential Market Recovery PLA

hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2.

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

ARTICLE XIX - WORKFORCE DEVELOPMENT

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

388 Bridge Street- Outer Borough Residential Market Recovery PLA

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

BY: *Gary La Barbera*
Gary La Barbera, President

Date: 8/16/11

FOR the General Contractor:

CAULDWELL WINGATE CO., LLC

BY: *A. L. Hayes*
, Managing Member

Date: 1/26/11

AFFILIATES: See attached addendum for signatory affiliates

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5
By: _____
Date: _____

Carpenters District Council
By: *[Signature]*
Date: *Feb 9, 2011*

Concrete Workers District Council
No. 16
By: _____
Date: _____

Cement Masons No. 780
By: *Angelo Seagnelli* *OK with addenda*
Date: *2/9/2011*

Drywall Tapers 1974 DC 9
By: _____
Date: _____

Derrickmen and Riggers Local Union
No. 197
By: _____
Date: _____

Glaziers Local Union No. 1281 DC 9
By: _____
Date: _____

Electrical Local No. 3
By: _____
Date: _____

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

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

Iron Workers Local No. 40
By: _____
Date: _____

Pavers and Road Builders District
Council NYC
By: _____
Date: _____

Local 79 Construction and General
Building Laborers
By: _____
Date: _____

Plumbers No. 1
By: _____
Date: _____

Execution Copy

United Cement Masons' Union

LOCAL NO. 780

OF GREATER NEW YORK AND LONG ISLAND

of the O.P. & C.M.I.A. of United States and Canada

150-42 12TH AVENUE, WHITESTONE, NEW YORK 11387, FRONT ENTRANCE

Phone (718) 357-3750 Fax (718) 357-2057



Specific Addenda Term Sheet (schedule "B") For 388 Bridge Street

Schedule "B" shall apply to this project and shall modify relevant provisions in the current collective bargaining agreement between 780 and the construction manager and or any of its contractors & Subcontractors for this job only due the special consideration and shall not constitute a reopen or waive of the terms and conditions set forth in the collective bargaining agreement for any other purpose.

1. Eight (8) Hour day
2. Standard Holidays
3. Flexible start time 6:00, 7:00, 8:00 or 9:00AM.
4. Make up Saturday is straight time
5. Three (3) masons for the first 2500 sq. feet one (1) cement mason for every 1500 sq feet
6. Working shop steward
7. Patching Fifty (50) Mechanics Fifty (50) Apprentice
8. Manning based on 12,000 sq. feet
Five (5) Mechanics
Three (3) Apprentices @ 60% or 70% wages
Total Eight (8)
9. No restriction on tools
10. July of 2009 increase waived
11. Overtime wages and benefits shall be paid in accordance with C.B.A.
- 11) All future increase, July 2010, July 2011 according to C.B.A.
- 12) Christmas Eve and New Years Eve, as per C.B.A.
- 13) Any modification will only be effective upon agreement between the union, Contractors, and or association

PAUL M. MANTIA *President* • ANGELO SCAGNELLI *Fin. Secy/Bus. Manager*
Business Agents BERT GALLO • FRANK ROMANO • GINO CASTIGNOLI

Affiliated with the Building Trades Department of the American Federation of Labor, New York State Building and Construction Trades Council, Building and Construction Trades Council of Greater New York City and Vicinity, Nassau and Suffolk Counties Building Trades, Building and Construction Trades of Westchester and Putnam Counties, The Bronx, Brooklyn, Manhattan, Queens and Staten Island Boards of Business Agents, New York State Federation of Labor, Concrete Trades Alliance of Greater New York, New York State, Massachusetts, Rhode Island Conference of the O.P. & C.M.I.A., the North East Conference of the O.P. & C.M.I.A., Building and Construction Trades Council of Rockland County, The Concrete Alliance, Inc.

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council
No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Carpenters District Council

By: 

Date: Feb 9, 2011

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union
No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Execution Copy

31

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

By: Thomas J. [Signature]

Date: 2/1/11

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council
No. 16

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Derrickmen and Riggers Local Union
No. 197

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council
No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union
No. 197

By: _____

Date: _____

Electrical Local No. 3

By: *Christopher Eitman*

Date: *2/3/11*

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

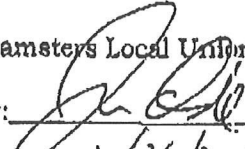
388 Bridge Street- Outer Borough Residential Market Recovery PLA

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By:  _____

Date: 1/31/2011 _____

Plasters Local Union No. 262

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private
Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasters Local Union No. 262

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private
Sanitation

By: _____

Date: _____

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

By: Thomas J. Inc.

Date: 2/1/11

Jan. 31. 2011 1:25PM

No. 2720

P. 4/4

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Sheet Metal Workers Local No. 28

Sheet Metal Workers Local No. 137

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Teamsters Local No. 813 Private Sanitation

By: _____

By: *[Signature]*

Date: _____

Date: *01-31-11*

Plasters Local Union No. 262

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

By: _____

By: _____

Date: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

SCHEDULE "B"

388 Bridge Street– Outer Borough Residential Market Recovery PLA

Project Labor Agreement - - Letter of Assent

Dear CAULDWELL WINGATE CO., LLC:
General Contractor

The undersigned party confirms that it agrees to be a party to and be bound by the 388 BRIDGE STREET Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as 388 BRIDGE STREET and located at 388 BRIDGE STREET, BROOKLYN, NEW YORK 11201 (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto:
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Project Labor Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engaged to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee's Pre-Job conference provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.
- (6) Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its Collective Bargaining Agreements with affiliated unions as a result of the application of this Economic Recovery PLA to a project.

Dated: _____
(Name of Contractor or subcontractor)

(Name of CM; GC; Contractor or Higher Level Subcontractor)

(Authorized Officer & Title)

(Address)

(Phone) (Fax)

Contractor's State License # _____

Sworn to before me this _____ day of _____, 2011

Notary Public

388 Bridge Street- Outer Borough Residential Market Recovery PLA

SCHEDULE "C"

**NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL
STANDARDS OF EXCELLENCE**

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

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

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

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

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

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

Page: 1 of 1

2. 2723 4. 4.4

388 Bridge Street - Outer Borough Residential Market Recovery PLA

Sheet Metal Workers Local No. 28

Sheet Metal Workers Local No. 137

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Teamsters Local No. 813 Private Sanitation

By: _____

By: _____

Date: _____

Date: _____

Plasters Local Union No. 262

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

By: *John P. Sweeney*

By: _____

Date: *2/1/11*

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Sheet Metal Workers Local No. 28

By: Michael V. Bellizzi

Date: 1/21/11

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Teamsters Local No. 813 Private
Sanitation

By: _____

Date: _____

Plasters Local Union No. 262

By: _____

Date: _____

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

By: _____

Date: _____

Execution Copy

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasters Local Union No. 262

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: Paul Kelly SIGNS & GRAPHICS

Date: 1. 31. 11

Teamsters Local No. 813 Private
Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Feb. 1. 2011 1:39PM

No. 2728 P. 3/4

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Metal Lathers Local No, 46

Iron Workers District Council

By: _____

By: _____

Date: _____

Date: _____

Metal Polishers District Council #9

Iron Workers Local No. 361

388 Bridge Street
By: *Richard O'Kane*

By: _____

Date: *February 1st, 2011*

Date: _____

Painters District Council # 9

Laborers Local No. 29 Blasters and Drillers

By: _____

By: _____

Date: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

By: _____

Date: _____

Date: _____

Painters Structural Steel No. 806

Laborers Local No. 731 Excavators

By: _____

By: _____

Date: _____

Date: _____

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers No. 8

Steamfitters Local Union No. 638

By: _____

By: _____

Date: _____

Date: _____

Jan. 31. 2011 1:18PM

No. 2720 P. 3/4

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Metal Lathers Local No. 46
By: _____
Date: _____

Iron Workers District Council
By: _____
Date: _____

Metal Polishers District Council #9
By: _____
Date: _____

Iron Workers Local No. 361
By: _____
Date: _____

Painters District Council # 9
By: _____
Date: _____

Laborers Local No. 29 Blasters and
Drillers
By: *Anna Susan*
Date: FEB 07 2011

Painters, Decorators & Wallcoverers
DC 9
By: _____
Date: _____

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

Painters Structural Steel No. 806
By: _____
Date: _____

Laborers Local No. 731 Excavators
By: _____
Date: _____

Ornamental Iron Workers No. 580
By: _____
Date: _____

Mason Tenders District Council
By: _____
Date: _____

Roofers & Waterproofers
No. 8
By: _____
Date: _____

Steamfitters Local Union
No. 638
By: _____
Date: _____

Jan. 31, 2011 1:18PM

No. 2720 P. 3/4

388 Bridge Street- Outer Borough Residential Recovery PLA

Metal Lathers Local No. 46

Iron Workers Local No. 1 Council

By: _____

By: _____

Date: _____

Date: _____

Metal Polishers District Council #9

Iron Workers Local No. 361

By: _____

By: _____

Date: _____

Date: _____

Painters District Council # 9

Laborers Local No. 29 Blasters and Drillers

By: _____

By: *Sharon Susan*

Date: _____

Date: FEB 07 2011

Painters, Decorators & Wallcoverers DC 9

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

By: _____

Date: _____

Date: _____

Painters Structural Steel No. 806

Laborers Local No. 731 Excavators

By: _____

By: _____

Date: _____

Date: _____

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers No. 8

Steamfitters Local Union No. 638

By: _____

By: _____

Date: _____

Date: _____

Jan. 31. 2011 1:22PM

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasters Local Union No. 262

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: [Signature]

Date: 2.3.11

SIGNS &
GRAPHICS

Teamsters Local No. 813 Private
Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Jan. 31. 2011 1:16PM

No. 2720 P. 2/4

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council
No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: [Signature]

Date: 2/2/11

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union
No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

388 Bridge Street-- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

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Concrete Workers District Council
No. 16

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Date: _____

Drywall Tapers 1974 DC 9

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Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

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Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Carpenters District Council

By:  _____

Date: Jan 4, 2011

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union
No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council
No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union
No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Plumbers No. 1

By: George W. Kelly

Date: Jan. 31, 2011

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Metal Lathers Local No. 46

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Iron Workers Local No, 361

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: *[Signature]*

Date: *1/31/2010*

Ornamentai Iron Workers No. 580

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Roofers & Waterproofers No. 8

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Metal Lathers Local No. 46

By: _____

Date: _____

Iron Workers District Council

By: Edward J. Walsh

Date: 2-1-2011

Metal Polishers District Council #9

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Roofers & Waterproofers No. 8

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Metal Lathers Local No. 46
By: _____
Date: _____

Iron Workers District Council
By: _____
Date: _____


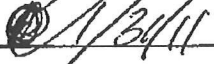
Metal Polishers District Council #9
By: _____
Date: _____

Iron Workers Local No, 361
By: _____
Date: _____

Painters District Council # 9
By: _____
Date: _____

Laborers Local No. 29 Blasters and
Drillers
By: _____
Date: _____

Painters, Decorators & Wallcoverers
DC 9
By: _____
Date: _____

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

Painters Structural Steel No. 806
By: _____
Date: _____

Laborers Local No. 731 Excavators
By: _____
Date: _____

Ornamental Iron Workers No. 580
By: _____
Date: _____

Mason Tenders District Council
By: _____
Date: _____

Roofers & Waterproofers
No. 8
By: _____
Date: _____

Steamfitters Local Union
No. 638
By: _____
Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Metal Lathers Local No. 46

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Roofers & Waterproofers No. 8

By: _____

Date: _____

Steamfitters Local Union No. 638

By: *Richard Roberts*

Date: *2/4/11*

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Metal Lathers Local No. 46

Iron Workers District Council

By: _____

By: _____

Date: _____

Date: _____

Metal Polishers District Council #9

Iron Workers Local No. 361

By: _____

By: _____

Date: _____

Date: _____

Painters District Council # 9

Laborers Local No. 29 Blasters and Drillers

By: _____

By: _____

Date: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

By: _____

Date: _____

Date: _____

Painters Structural Steel No. 806

Laborers Local No. 731 Excavators

By: _____

By: _____

Date: _____

Date: _____

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: _____

By: _____

Date: _____

Date: _____

Roofers & Waterproofers No. 8

Steamfitters Local Union No. 638

By: _____

By: Richard Roberts

Date: _____

Date: 2/4/11

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Metal Lathers Local No. 46

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Roofers & Waterproofers No. 8

By: Pat Smith

Date: 8/16/11

Steamfitters Local Union No. 638

By: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Metal Lathers Local No. 46

Iron Workers District Council

By: _____

By: _____

Date: _____

Date: _____

Metal Polishers District Council #9

Iron Workers Local No. 361

By: _____

By: _____

Date: _____

Date: _____

Painters District Council # 9

Laborers Local No. 29 Blasters and Drillers

By: _____

By: _____

Date: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

By: _____

Date: _____

Date: _____

Painters Structural Steel No. 806

Laborers Local No. 731 Excavators

By: _____

By: _____

Date: _____

Date: _____

Ornamental Iron Workers No. 580

Mason Tenders District Council

By: [Signature]

By: _____

Date: 1/31/11

Date: _____

Roofers & Waterproofers No. 8

Steamfitters Local Union No. 638

By: _____

By: _____

Date: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council
No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No, 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union
No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: *Dennis Ippolito*

Date: *1/31/11*

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Feb. 1. 2011 1:41PM

No. 2728 P. 3/4

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Metal Lathers Local No. 46

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Mason Tenders District Council

By: *[Signature]*

Date: *2/1/11*

Roofers & Waterproofers No. 8

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Metal Lathers Local No. 46

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Metal Polishers District Council #9

By: [Signature]

Date: 1/31/2011

Iron Workers Local No. 361

By: _____

Date: _____

Painters District Council #9

By: [Signature]

Date: 1/31/2011

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: [Signature]

Date: 1/31/2011

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Painters Structural Steel No. 806

By: [Signature]

Date: 1/31/2011

Laborers Local No. 731 Excavators

By: _____

Date: _____

Ornamental Iron Workers No. 580

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Roofers & Waterproofers No. 8

By: _____

Date: _____

Steamfitters Local Union No. 638

By: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Concrete Workers District Council
No. 16

By: _____

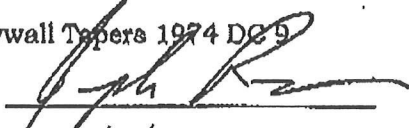
Date: _____

Cement Masons No. 780

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By:  _____

Date: 1/31/2011

Derrickmen and Riggers Local Union
No. 197

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By:  _____

Date: 1/31/11

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Jan. 31. 2011 1:07PM

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council
No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: *Joseph Gurd...*

Date: *02/01/11*

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union
No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Jan. 31. 2011 1:12PM

No. 2720 P. 2/4

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council
No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union
No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: *Paul J. Lopez Jr.*

Date: *1/31/11*

Plumbers No. 1

By: _____

Date: _____

Jan. 31. 2011 1:13PM

NO. 2120 1. 117

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council
No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: *[Signature]*

Date: 1-31-2011

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Execution Copy

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union
No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

[Signature]

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council
No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Local 79 Construction and General
Building Laborers

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union
No. 197

By: *George D. Dahl*

Date: 1/31/11

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Pavers and Road Builders District
Council NYC

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Jan. 31. 2011 1:14PM

No. 2720 P. 2/4

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

Carpenters District Council

By: _____

By: _____

Date: _____

Date: _____

Concrete Workers District Council
No. 16

Cement Masons No. 780

By: _____

By: _____

Date: _____

Date: _____

Drywall Tapers 1974 DC 9

Derrickmen and Riggers Local Union
No. 197

By: _____

By: _____

Date: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

Electrical Local No. 3

By: _____

By: _____

Date: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

Heat & Frost Insulators
Local Union No. 12

By: _____

By: _____

Date: _____

Date: _____

Iron Workers Local No. 40

Pavers and Road Builders District
Council NYC

By: Robert W. Walsh

By: _____

Date: Jan 31, 2011

Date: _____

Local 79 Construction and General
Building Laborers

Plumbers No. 1

By: _____

By: _____

Date: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Boiler Makers Local No. 5

Carpenters District Council

By: _____

By: _____

Date: _____

Date: _____

Concrete Workers District Council
No. 16

Cement Masons No. 780

By: *[Signature]*

By: _____

Date: *January 31, 2011*

Date: _____

Drywall Tapers 1974 DC 9

Derrickmen and Riggers Local Union
No. 197

By: _____

By: _____

Date: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

Electrical Local No. 3

By: _____

By: _____

Date: _____

Date: _____

Heat & Frost Insulators Local Union
No. 12A

Heat & Frost Insulators
Local Union No. 12

By: _____

By: _____

Date: _____

Date: _____

Iron Workers Local No. 40

Pavers and Road Builders District
Council NYC

By: _____

By: _____

Date: _____

Date: _____

Local 79 Construction and General
Building Laborers

Plumbers No. 1

By: _____

By: _____

Date: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasters Local Union No. 262

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: Paul Kelly SIGNS & GRAPHICS

Date: 1. 31. 11

Teamsters Local No. 813 Private
Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

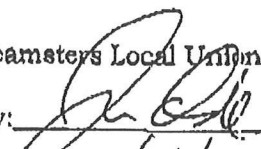
388 Bridge Street- Outer Borough Residential Market Recovery PLA

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By:  _____

Date: 1/31/2011 _____

Plasters Local Union No. 262

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private
Sanitation

By: _____

Date: _____

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

By: _____

Date: _____

Jan. 31. 2011 1:00PM

No. 2720 E. C. S.

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Sheet Metal Workers Local No. 28

Sheet Metal Workers Local
No. 137

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Teamsters Local No. 813 Private
Sanitation

By: _____

By: _____

Date: _____

Date: _____

Plasters Local Union No. 262

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

By: _____

By: Thomas J. Inc.

Date: _____

Date: 2/1/11

Jan. 31. 2011 1:25PM

No. 2720 P. 4/4

388 Bridge Street- Outer Borough Residential Market Recovery PLA

Sheet Metal Workers Local No. 28

Sheet Metal Workers Local No. 137

By: _____

By: _____

Date: _____

Date: _____

Teamsters Local Union 814

Teamsters Local No. 813 Private Sanitation

By: _____

By: *[Signature]*

Date: _____

Date: *01-31-11*

Plasters Local Union No. 262

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

By: _____

By: _____

Date: _____

Date: _____

388 Bridge Street- Outer Borough Residential Market Recovery PLA

SCHEDULE "B"

Project Labor Agreement - - Letter of Assent

Dear CAULDWELL WINGATE CO., LLC:
General Contractor

The undersigned party confirms that it agrees to be a party to and be bound by the 388 BRIDGE STREET Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as 388 BRIDGE STREET and located at 388 BRIDGE STREET, BROOKLYN, NEW YORK 11201 (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Project Labor Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engaged to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee's Pre-Job conference provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.
- (6) Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its Collective Bargaining Agreements with affiliated unions as a result of the application of this Economic Recovery PLA to a project.

Dated: _____
(Name of Contractor or subcontractor)

(Name of CM; GC; Contractor or Higher Level Subcontractor)

(Authorized Officer & Title)

(Address)

(Phone) (Fax)

Contractor's State License # _____

Sworn to before me this _____ day of _____, 2011

Notary Public

388 Bridge Street- Outer Borough Residential Market Recovery PLA

SCHEDULE "C"

**NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL
STANDARDS OF EXCELLENCE**

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

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

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

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

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

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