



Human Resources  
Administration

Department of  
Homeless Services

**Office of Contracts**

**Steven Banks**  
Commissioner

**Martha A. Calhoun**  
General Counsel

**Vincent Pullo**  
Agency Chief  
Contracting Officer

**150 Greenwich Street**  
**New York, NY 10007**

**929 221 6347**

October 29, 2020

Dear Prospective Bidders:

For your information, this **Addendum #3** for the contract to provide **On-Call Plumbing Services at Various DHS Adult and Family Shelters, Citywide (PIN: 20BCCDM05401/EPIN: 07120B0010)** contains a copy of the attendance sheet from the pre-bid conference held on Tuesday, September 8, 2020, the current vendor's pricing information, revised M/WBE Notice to Bidders, Schedule A - Schedule of Bonds and Liability Insurance, Specifications (Guaranteed Minimum), Specifications (Fees), 1/2020 Schedule B Instructions updated 2020 Project Labor Agreement (PLA), DHS Family and Adult Shelter Sites, Construction Prevailing Wage Schedule effective July 1, 2020 to June 30, 2021, and Prevailing Wage rate increases **(attached hereto as Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11)** and contains a postponement of the bid due date.

The answers to the questions received from prospective bidders are in Attachment A. The "revised" M/WBE Notice to Bidders, Schedule A – Schedule of Bonds and Liability Insurance (p.15-R), Specifications (Guaranteed Minimum), (p.4-R), Specifications (Fees), (pg. 11-R and 12-R), 1/2020 Schedule B Instructions, updated 2020 Project Labor Agreement (PLA) should replace the original pages in the solicitation, updated NYC Comptroller Prevailing Wage Schedule and revised Specifications (p. 12-R, Prevailing Wage rate increases over the term of the contract).

Please be advised that the last day for questions was **September 11, 2020. In addition, the bid due date is extended to Thursday, November 12, 2020 by 5:00 P.M.** The bid opening date is extended to Friday, November 13, 2020 at 11:00 A.M. Bids received after the bid due date and time will be considered late and will not be accepted.

Due to the COVID-19 pandemic, prospective bidders have the option to submit bids to the Department of Social Services (HRA/DHS) either electronically to **Bids@dss.nyc.gov** or to the Office of Contracts/Bid Window, 150 Greenwich Street, 37th Floor, New York, NY 10007. Any vendor that will submit a non-electronic bid should advise the agency in advance by close of business Friday, October 2, 2020. Bids received after the bid due date and time will be considered late and will not be accepted.

If delivering a bid, all vendors are advised to allow for sufficient time to clear building security, especially if submitting packages. It is the bidders' responsibility for ensuring that all submissions are received at the correct location by the due date and time.

Sincerely,

A handwritten signature in black ink, appearing to read "Vincent Pullo", with a stylized flourish at the end.

Vincent Pullo

Exhibits:

1. Copy of the attendance sheet from the Pre-bid Conference held on Tuesday, September 8, 2020
2. Copy of current vendor's pricing information
3. Revised M/WBE Notice to Bidders
4. Revised Schedule A – Bonds (pg. 15-R)
5. Specifications (Guaranteed Minimum), (pg. 4-R))
6. Specifications (Fees), (pg. 11-R and 12-R)
7. 1/2020 Schedule B Instructions
8. Updated 2020 Project Labor Agreement (PLA)
9. DHS Family and Adult Shelter Sites
10. Construction Prevailing Wage Schedule (updated)
11. Specifications (Prevailing Wage rate vendor responsibility), (p. 12-R, Section 20.)

October 28, 2020

**On-Call Plumbing Services at Various DHS Adult and Family Shelters, Citywide  
(PIN: 20BCCDM05401/EPIN: 07120B0010)**

**Attachment A**

**Question 1**

May a Contractor or subcontractor use any of its existing employees to perform this work or are we required to use union workers?

**Answer 1**

**This contract is subject to Project Labor Agreement (PLA). Contractors and subcontractors may use up to 12% of their existing, qualifying labor force for this work. The first seven workers per trade needed on the job must be referred to the Contractor from the respective signatory local unions. If an eighth worker is needed, the PLA union will hire a worker from a non-union contractor.**

**Certified M/WBEs for which participation goals are set pursuant to NYC Administrative Code § 6-129 that are not signatory to any Schedule A Collective Bargaining Agreements (CBAs) may use their existing employees for the 2nd, 4th, 6th and 8th employee (per trade) needed on the job if their contracts are valued at or under \$2,000,000. Any additional workers will be referred to the Contractor in accordance with the 12% referral requirements set forth in the Project Labor Agreement (PLA). Please refer to the Project Labor Agreement, Article 4. Section 2 in Exhibit 8.**

**Question 2**

Bid page 28-A states a \$6,000,000.00 total amount for bidding purposes only and does not guarantee or obligate DHS to issue a required number of Work orders in excess of the guaranteed minimum. As noted on page 4 of the specifications, (Guaranteed Minimum) Work Order Letters to the Contractor the cumulative total of which shall be \$10,000.00 or 2%. Is 2%, the percentage of the total contract amount?

**Answer 2**

**Please see Exhibit 5 (Guaranteed Minimum).**

**Question 3**

Is the Bond/Security to be in the amount of the total job amount or a percentage of the cumulative total?

### Answer 3

Please see Exhibit 4. The bonding requirements have changed through this Addendum.

The official security bond should be mailed, or hand delivered to the DSS/Office of Contracts, 150 Greenwich Street, 37th Floor, New York, NY 10007 Attn: Dorothy Leocadi or to the HRA Mailroom, 150 Greenwich Street, 30th Floor, New York, NY 10007 indicating the bid title and PIN in advance of the bid due date. If a vendor is submitting a bid via email, a copy of the security bond should accompany their bid. However, please ensure the official security bond has been sent to our office. DSS strongly recommends that you follow up with an email to [bids@dss.nyc.gov](mailto:bids@dss.nyc.gov) to confirm that the security bond and bid was transmitted successfully. Please be advised that DSS cannot accept any email in a size greater than 20 MB.

Vendors who will hand deliver their security bond or bid should advise the agency in advance by Monday, November 9, 2020 by close of business by 5:00 P.M. to schedule an appointment. When delivering, all vendors are advised to allow for sufficient time to clear building security and comply with social distancing procedures. It is the bidders' responsibility for ensuring that all submissions are received at the correct location by the due date and time.

### Question 4

Page 28-A, Is the total (\$6,000,000.00) number to be used as the base bid number?

### Answer 4

The number is the base amount for bidding purposes. Bidders should provide a bid that is responsive to the requirements of the solicitation. The apparent low bidder will be determined by the lowest total bid prices.

### Question 5

On page 28-A, how can vendors submit a bid for the work noted and sign an affirmation that I visited the sites without knowing where the sites are, how many there are or what the scope of work would be?

### Answer 5

Bidders should bid in a manner that is consistent with the information provided or should be provided to the bidders at the time of bid.

Every work order approved by DSS/Department of Homeless Services (DHS) will be after the contractor has verified the scope and drawings that are provided by our Architecture and Engineering Consultant, surveys the site and provides a breakdown of labor & materials. Please see Exhibit 9 for a list of DHS Sites.

### Question 6

On page 3, Information for Bidders; Section 9, Examination & View of Site & Consideration of other sources of information. The sites are located in the five-boroughs, how many sites are there and what would the scope of work be?

**Answer 6**

**There are fifty-four (54) sites. Please see Exhibit 9. Also, please see response #5 regarding the scope of work.**

**Question 7**

The Mark-up Bid by the Contractor for Labor is to be applied to all Prevailing Wage Rates for all Workers, Laborers, Mechanics etc., engaged by the Contractor during the course of this Contract. Contractor markup to material shall include all overhead, profit, travel, insurance, permits, and all clerical and administrative expenses. Is this cost plus a markup or a hard-inclusive number plus markup?

**Answer 7**

**The Mark- up is an all-inclusive cost.**

**Question 8**

As noted in Appendix 1, Prevailing wages run through to 6/30/2020. Are yearly increases or {bi-yearly increases) to be included in subsequent work orders

**Answer 8**

**Yes, as the Prevailing Wage rates change, the work order to be issued will be based upon that change. For further information regarding the current Prevailing Wage Schedule, please visit the New York City Office of the Comptroller's website at <https://comptroller.nyc.gov/services/for-the-public/nyc-wage-standards/wage-schedules>. Please see Exhibit 10 for the current Prevailing Wage rates and Exhibit 11 addressing the contractor's responsibility to also pay PW in accordance with any changes to the PW schedule during the term of the contract.**

**Question 9**

Does an Employment Report (ER) have to be filled out/ filed as part of the bid submission? Is it a onetime filing or submitted with each requisition?

**Answer 9**

**Please refer to Section 36.3.5 of the Standard Construction Contract (pg. 58) which requires the vendor to submit the Employment Report (ER) before the award of the Contract.**

**Question 10**

Is the Comptroller's Certificate basically similar to a Lien Waiver which would be submitted and signed by the Comptroller upon receipt and approval of a requisition?

**Answer 10**

**No. The Comptroller's Certificate is certification by the Comptroller confirming that before the contract is awarded, there is "unexpended and unapplied" balance of the appropriation of funds sufficient to fund the execution of the contract.**

**Question 11**

Will each job have an individual proposal for the work requested?

**Answer 11**

**Yes, DHS will provide the scope of work and drawings for each project.**

**Question 12**

Will a NYC DSS representative be assigned to inspect and sign off on the completed work, how will they be contacted, and how long will it take for the inspection and sign off to happen?

**Answer 12**

**Yes, DHS will sign off after the work performed is inspected and deemed satisfactory. Please refer to the "Scope of Work," 22. (pg. 12-14). The length of time for signoffs depends upon the work being performed. More details will be provided to the awarded contractor at the Contract Initiation Meeting.**

**Question 13**

Will a signed work order be paid as quoted?

**Answer 13**

**A signed work order is based upon proposed labor & material costs in accordance with its the bid. The actual payments will be based upon material receipts received and signed timesheets for labor.**

**Question 14**

As noted on pages 12-13, Table of Contents, all pertinent reports and proof of purchases shall be included in all requests for payment. If there are parts required that have to be picked up from a supply house after a technician is at the site, is the staff being paid for the time incurred to drive

to and from the supply house?

**Answer 14**

**That is all part of the mark-up factor applied to the bid.**

**Question 15**

Is clerical and administrative time to be included in the Invoice. Or is that part of the direct cost included in Bid-Page 28-A Column "A" Row "2".

**Answer 15**

**That is all part of the mark-up factor applied to the bid.**

**Question 16**

In the Specifications, page 11 Section19 (Codes & Fees) paragraph "g," ( fees) states:

"The cost of procuring all permits, inspection services including controlled inspections, shall be included in the work order form estimate as direct cost reimbursements. There will not be any markup allowed for these items."

**Answer 16**

**Please see Exhibit 6 (pg. 11-R and 12-R) of the Specifications eliminating the prior paragraph (g). which disallowed a markup on various costs. Please note, since there was a paragraph (h) in the prior version it now has become the new paragraph (g).**

**Please refer to the "Scope of Work," Section 22. (pg. 12) and Bid Page 28-A for items included in the markup rates.**

**Question 17**

Overtime hours are 5:00 PM to 8:00 AM Are the wages to be paid for these hours overtime or shift rates?

**Answer 17**

**Yes. Wages for overtime will be paid in accordance with the NYC Comptroller's Prevailing Wage Overtime Schedule.**

**Question 18**

On emergency work, the technicians are to be paid from time of dispatch from company location to the location of the emergency?

**Answer 18**

**That is all part of the mark-up factor applied to the bid. The contractor has 12 hours to respond.**

**Question 19**

As noted on Pages 3 and 4, paragraph 2 of the Scope of Work, once a Work Order Letter is received and a location is noted will the time for survey, examination, inspection of work be billable time? Or will this expense be part of the direct cost Bid page 28-A Column "A" #2 Material?

**Answer 19**

**That is all part of the mark-up factor applied to the bid.**

**Question 20**

I am not a union shop, If I am given a contract and the work order is only worth (a certain amount of money) and I have to hire only union workers, how do I maintain experience and continuity in man power when I already have men in house that are familiar with the work and are being paid prevailing wages on other contracts?

**Answer 20**

**This contract is subject to Project Labor Agreement (PLA). Please refer to Answer 1 concerning hiring of union labor.**

**Question 21**

Is it mandatory to subcontract a percentage to Minority-Owned and Women-Owned businesses?

**ANSWER 21**

It is mandatory to subcontract the participation goals set forth in the solicitation. However, in the event you require a waiver requests please follow the instructions within the solicitation. Waiver request must be forwarded at least 2 weeks prior to [mwbe@dss.nyc.gov](mailto:mwbe@dss.nyc.gov) / [bids@dss.nyc.gov](mailto:bids@dss.nyc.gov) and will be reviewed by the Agency and the Mayor's Office of Contracts for a final determination. If the waiver is denied, it is still mandatory to complete the Schedule B upon submitting a bid or you will be determined to be "non-responsive."

**QUESTION 22**

Does M/WBE Price Preference apply to this contract?

**ANSWER 22**

**No. The M/WBE Price Preference Rider is not applicable for this contract.**



PI N: 20BCCDM05401/EPIN: 07120B0010  
Pre-Bid Conference at 11:00 a.m.

PROJECT NAME: On-Call Plumbing Services at Various DHS Adult and Family Shelters, Citywide

DATE: September 8, 2020

PROJECT DESCRIPTION: On-Call Plumbing Services at Various DHS Adult and Family Shelters, Citywide

PLEASE PRINT CLEARLY

COMPANY NAME	CERTIFIED		STREET ADDRESS CITY, STATE, ZIP	NAME OF ATTENDEE	PHONE #	FAX#	E-MAIL
	MBE	WBE					
Richards Plumbing and Heating Co., Inc.			231 Kent Street, Brooklyn, NY 11222	Muhammad Saleem Joseph L. Turchiano	(718) 383-9900	(718) 383-9911	<a href="mailto:msaleem@rph.nyc">msaleem@rph.nyc</a> ; <a href="mailto:jturchiano@rph.nyc">jturchiano@rph.nyc</a>
Genuine Plumbing and Heating			50 Androvett Street, Staten Island, NY 10309	Robert Aiello	(718) 605-6201		robertaiello@genuineplumbing.net
Kemlot Global Associates Inc.	X		648 Dorothea Lane, Elmont, NY 11003	Cal Nwabudo	(917) 676-9582	(516) 837-3896	<a href="mailto:CalNwabudu@kemlot.com">CalNwabudu@kemlot.com</a>
Franco Belli Plumbing & Heating			165 Second Ave., Brooklyn, NY 11215	Adam Kaufmann	(718) 965-4976	(718) 965-2737	<a href="mailto:akaufmann@francobelli.com">akaufmann@francobelli.com</a>

M/WBE Officer / Designee Authorization

Michael Boone

Bid Administration supervisor

NameTitleSignature

It is hereby certified that all attendees were provided with the following information relating to M/WBE contract requirements for the resulting contract from this solicitation: an explanation of M/WBE contract requirements; a review of how to properly complete Schedule B to ensure a responsive bid and request a waiver; the consequences for prime contractors that demonstrate non-compliance; an overview of the Online Directory; and the SBS Prime contractor resource sheets: 'Assistance Contacts for Primes' and 'Online Directory tips'.

**NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES  
ON-CALL PLUMBING CONTRACT CITYWIDE  
BID PAGE**

PIN # 071 145 021486

This agreement is for a period of thirty-six (36) months from the date of the Notice to Proceed or until all funds are expended. Each trade person shall receive wages from the Contractor which are in accordance with the Prevailing Wage under Labor Law 220.

Bid Price is the Contractor's mark up to the current Comptroller Issued Labor Law 220 Prevailing Wage Schedule for all trade classifications for each fiscal year at the time of work initiation. Work Order Letters requesting Labor Trades not covered by the Labor Law 220 Prevailing Wage Schedule shall have their Schedule of Wages determined by the Comptroller in order to establish a proper classification for the work pursuant to Labor Law 220 (3-A) (a).

The Markup Bid by the Contractor for Labor is to be applied to all Prevailing Wage Rates for all Workers, Laborers and Mechanics engaged by the Contractor during the course of this contract.

Contractor mark up shall include all overhead, profit, travel, insurance, permits, and all clerical and administrative expenses. Material mark up shall range from 0%-10%, but not to exceed 10%.

1	2	3	4
Labor	Contractor Markup to be applied to all Prevailing Wage Rates: <u>1.61</u>	X \$4,000,000.00	\$ <u>6,440,000</u>
Material	Contractor Markup to Material Mark Up: <u>1.08</u> Material mark up not to exceed 10%	X \$2,000,000.00	\$ <u>2,160,000</u>
Totals	Total Bid Price (1D + 2D = 3D) For 3 Years		\$ <u>8,600,000</u>

This is an On-Call Contract. DHS makes no representations as to total maximum work ordered. Bids shall be awarded based on the most competitive mark up rate.

\*\*DOLLAR VALUES SHOWN ARE FOR BIDDING PURPOSES ONLY AND DO NOT REFLECT THE ACTUAL AMOUNTS THAT MAY BE AUTHORIZED.

\*\*\* COLUMNS 1B & 2B OF BID CHART WILL SERVE AS MULTIPLIER FOR LABOR AND MATERIAL COSTS.

Markup bid shall be carried to four (4) decimal places only.

The total budget for work to be done under this contract does not guarantee or obligate DHS to issue a required number of Work Orders in excess of the Guaranteed Minimum.

COMPANY REPRESENTATIVE SIGNATURE

PRINTED NAME Joseph L. Turchiano

COMPANY Richard's Plumbing & Heating Co., Inc.

EIN # XXXXXXXXXXXX

## PART IV-1

**BID**

NOTE: TO BIDDERS

FAILURE TO COMPLETE THIS SECTION IN DETAIL WILL  
RESULT IN REJECTION OF YOUR BID.

1. THE UNDERSIGNED agrees, if this bid is accepted, that it will, within 10 days after receipt of notice of award, furnish such performance bond, payment bond and executed copies of insurance policies as may be required, execute the Agreement set forth in Part III of this Proposal for Bid and will proceed, where directed to do so, with the work required hereunder in strict compliance with the terms and conditions set forth in this proposal for bid at the following bid price:

THIS CONTRACT IS BASED UPON THE UNIT BID PRICE. THE ESTIMATED CONTRACT COST IS BASED UPON ESTIMATED UNITS OF SERVICE, QUANTITY, OR VOLUME. IT IS THE INTENT OF THIS CONTRACT THAT THE CONTRACTOR SHALL BE PAID FOR ACTUAL UNITS OF SERVICE, QUANTITY, OR VOLUME FURNISHED FOR THE STATED PERIOD OF PERFORMANCE, BASED UPON THE UNIT BID PRICE.

(Statement of work and period of performance): PIN#: 071 14S 02 1486

On-Call Plumbing, Citywide

Period of Performance: Thirty- Thirty-Six (36) Months from Date of Notice to Commence with Option to Renew for 24 Months.ESTIMATED CONTRACT COST: \$ 8,600,000.00(ESTIMATED CONTRACT COST IN WORDS)EIGHT MILLION SIX HUNDRED THOUSAND DOLLARS

Dollars.

NOTE: In case of discrepancy between the amount in figures and the amount in words the lesser amount will apply.

2. THE UNDERSIGNED, in submitting this bid, expressly states and represents as set forth in Section O of this Part II;

3. THE UNDERSIGNED hereby certifies to the truth and accuracy of all figures and answers contained in the Application for Qualification (Section A hereof), and authorizes the Department to make any necessary examination of the books of accounts records and vouchers of the bidder or other investigation to determine its responsibility.

NAME OF BIDDER: Richards Plumbing & Heating Co., Inc.ADDRESS: 103 Dobbin Street, Brooklyn, NY 11222TELEPHONE #: (718) 383-9900FAX #: (718) 383-9911BIDDER (Print) Joseph L. Turchiano, PresidentBY 



Human Resources  
Administration

Department of  
Homeless Services

October 28, 2020

Exhibit 3

W-2-196  
Rev. 10/16

**Office of Contracts**

## NOTICE TO BIDDERS

**Steven Banks**  
Commissioner

**Martha A. Calhoun**  
General Counsel

**Vincent Pullo**  
Agency Chief  
Contracting Officer

**150 Greenwich Street**  
**New York, NY 10007**

**929 221 6347**

Please note this contract is subject to Local Law 1, Minority-Owned and Women-Owned Business Enterprises (MWBE) Requirements. Please ensure all bids are accompanied with a completed Schedule B to be considered responsive. The Schedule B is included in the solicitation documents.

However, Schedule B Waiver requests should be received no later than two (2) weeks prior to the bid due date to ensure proper review. If submitted thereafter, there is a possibility that your request will not be considered. Waiver requests should be submitted to: [mwbe@dss.nyc.gov](mailto:mwbe@dss.nyc.gov) and [leocadid@dss.nyc.gov](mailto:leocadid@dss.nyc.gov).

Additionally, all bids not received by the specified bid close date and time to the **Department of Social Services (HRA & DHS), Office of Contracts/Bid Window, 150 Greenwich Street, 37<sup>th</sup> Floor, New York, NY 10007** will be considered late and will not be accepted.

When delivering bid submissions, all vendors are advised to allow for sufficient time to clear building security, especially if submitting packages. It is the bidders responsibility for ensuring that all submissions are received at the correct location by the due date and time.

SECTION 47. SCHEDULE A – SCHEDULE OF BONDS AND LIABILITY INSURANCE**SCHEDULE A****GENERAL CONDITIONS TO CONSTRUCTION CONTRACT  
(INCLUDING GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)****PART I. REQUIRED INFORMATION**

<p align="center"><b><u>INFORMATION FOR BIDDERS</u></b> <b><u>BID BOND</u></b></p> <p>The <b>Contractor</b> shall obtain a bid bond in the amount indicated to the right.</p>	5% of the contract price
<p align="center"><b><u>INFORMATION FOR BIDDERS</u></b> <b><u>PERFORMANCE AND PAYMENT BONDS</u></b></p> <p>The <b>Contractor</b> shall obtain performance and payment bonds in the amount indicated to the right and in accordance with the footnote below.*</p>	<p>Payment Bond :           \$500,000.00 minimum</p> <p>Performance Bond:       \$500,000.00 minimum</p>
<p align="center"><b><u>CONTRACT ARTICLE 14.</u></b> <b><u>DATE FOR SUBSTANTIAL COMPLETION</u></b></p> <p>The <b>Contractor</b> shall substantially complete the <b>Work</b> in the number of calendar days indicated to the right.</p>	1095 consecutive calendar days
<p align="center"><b><u>CONTRACT ARTICLE 15.</u></b> <b><u>LIQUIDATED DAMAGES</u></b></p> <p>If the <b>Contractor</b> fails to substantially complete the <b>Work</b> within the time fixed for substantial completion plus authorized time extensions or if the <b>Contractor</b>, in the sole determination of the <b>Commissioner</b>, has abandoned the <b>Work</b>, the <b>Contractor</b> shall pay to the <b>City</b> the amount indicated to the right.</p>	<p>\$N/A for each consecutive calendar day over substantial completion time</p> <p>See Specification Article 23, Liquidated Damages</p>
<p align="center"><b><u>CONTRACT ARTICLE 17.</u></b> <b><u>SUB-CONTRACTOR</u></b></p> <p><b>Contractor</b> shall not make subcontracts totaling an amount more than the percentage of the total <b>Contract</b> price indicated to the right.</p>	Not to exceed <u>50%</u> of the Contract price
<p align="center"><b><u>CONTRACT ARTICLE 21.</u></b> <b><u>RETAINAGE</u></b></p> <p>The <b>Commissioner</b> shall deduct and retain until the substantial completion of the <b>Work</b> the percent value of the <b>Work</b> indicated to the right.</p>	5 % of the value of the Work

\*Performance and Payment Bonds in the amount of a minimum of \$500,000 each shall be obtained by the selected vendor and shall remain in effect throughout the term of the Contract awarded as a result of this solicitation. This \$500,000 amount reflects the anticipated total maximum dollar value of any open Task/Work Orders that the selected vendor would be working on at any one time during the contract term. Open Task/Work Orders are any Task/Work Orders that have been issued, but for which the work has not yet been completed as determined by the Agency. In the event that the maximum amount of Open Task/Work Orders exceeds \$500,000 at any point during the Contract term, the selected vendor, prior to commencing work, would be required to adjust the value of the Performance and Payment Bonds to reflect the increased total maximum amount of Open Task/Work Orders until such time as the total amount of all Open Task/Work Orders drops down to or below \$500,000

<p align="center"><b><u>CONTRACT ARTICLE 22.</u></b> <b>(Per directions below)</b></p>	
<p align="center"><b><u>CONTRACT ARTICLE 24.</u></b> <b><u>DEPOSIT GUARANTEE</u></b></p> <p>As security for the faithful performance of its obligations, the <b>Contractor</b>, upon filing its requisition for payment on <b>Substantial Completion</b>, shall deposit with the <b>Commissioner</b> a sum equal to the percentage of the <b>Contract</b> price indicated to the right.</p>	<p>1% of <b>Contract</b> price</p>
<p align="center"><b><u>CONTRACT ARTICLE 24.</u></b> <b><u>PERIOD OF GUARANTEE</u></b></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>Two (2) years from the date of the Project Manager's acceptance of the work, per Article 18 of the Specifications</p>
<p align="center"><b><u>CONTRACT ARTICLE 74.</u></b> <b><u>STATEMENT OF WORK</u></b></p> <p>The <b>Contractor</b> shall furnish all labor and materials and perform all <b>Work</b> in strict accordance with the <b>Contract Drawings, Specifications, and all Addenda</b> thereto, numbered as shown in the column to the right.</p>	<p align="center">Insert the Required Information Below.</p>
<p align="center"><b><u>CONTRACT ARTICLE 75.</u></b> <b><u>COMPENSATION TO BE PAID TO CONTRACTOR</u></b></p> <p>The <b>City</b> shall pay and the <b>Contractor</b> shall accept in full consideration for the performance of the <b>Contract</b>, subject to additions and deductions as provided herein, the total sum <b>shown in the column to the right</b>, this said sum being the amount at which the <b>Contract</b> was awarded to the <b>Contractor</b> at a public letting thereof, based upon the <b>Contractor's</b> bid for the <b>Contract</b>.</p>	<p>Amount for which the <b>Contract</b> was awarded:</p> <p>\$ _____</p> <p>[Agency: If the Bid Price, or any portion thereof, is based on unit prices, insert the words "Not to Exceed" before the amount.]</p>

Letters from DHS. This contract is intended to be used to perform Plumbing work that DHS employees are unable to perform. DHS reserves the right to perform Plumbing work throughout the five boroughs pursuant to Section 3 of this contract. DHS reserves the right to perform Plumbing work of the type described herein. The Contractor shall furnish all labor and material necessary and required to perform Plumbing tasks associated with this specification at identified project sites within the Boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island in the City of New York. This is a time and material contract based on prevailing wages and Contractor's bid markup rate listed on the bid page.

Guaranteed Minimum:

DHS guarantees that for the entire contract period that the contract is in effect (i.e. throughout the term of the contract, plus any extension thereof) it will issue Work Order Letters to the Contractor the cumulative total of which shall be Ten Thousand Dollars (\$10,000.00).

The City has no obligation to order services hereunder in excess of the guaranteed minimum amount specified herein, and no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

**3. WORK BY OTHERS**

DHS reserves the right, during the terms of this contract, to have work performed by its own shop tradesman. DHS further reserves the right to perform plumbing work or to have other contractors perform plumbing work when DHS deems work completed under this contract as untimely or unsatisfactory, or if this Contractor is unable to perform a work order. Notwithstanding any other provision herein, DHS shall retain the right to bid out plumbing work that is related to Shelter/Drop-In Center renovations and new construction on a per project basis.

**4. CONTRACT TERM**

This agreement shall be for a period of thirty-six (36) months from the date of the Notice to Proceed or until all funds are expended, whichever occurs first. The Department reserves the right to terminate or temporarily suspend the contract at anytime during the period of performance, upon ten (10) days written Notice to the Contractor.

**5. CONTRACT TERM EXTENSION**

DHS SHALL HAVE THE OPTION TO RENEW THIS CONTRACT FOR UP TO THREE (3) YEARS. This option to renew may be exercised by DHS by notifying the Contractor at least sixty (60) days prior to the expiration of this contract of its intent to renew. The exercise of the option by DHS shall be subject to all required approvals, to the rules of the Procurement Policy Board and the appropriation of funds for such option period. The term of this contract shall not exceed six (6) years.

In the event of failure on the part of the Contractor to commence work within three (3) days, after notification by DHS of any work required to be performed under the terms of this guarantee, and to complete the same within a reasonable time thereafter, the Department may have such work completed by other parties and charge the costs thereof to the Contractor.

**19. CODES AND FEES: (as applicable)**

- a. Applicable Codes and Requirements: All work, equipment and materials furnished shall conform to the existing rules, requirements and specifications of the State and City of New York, the National Fire Protection Association (NFPA 13-1989), Bureau of Electric Control (BEC), National Electric (NEC), the requirements of the Occupational Safety and Health Act (OSHA) and all other applicable Federal, State and Local Laws and regulations (collectively, "Applicable Codes and Requirements").
- b. All materials and equipment used to perform the work under this contract shall bear the inspection labels of the Underwriters Laboratories, if the material and equipment is of a class inspected by said laboratories.
- c. Any paragraph or requirements in these Specifications or Drawings, deviating from the Applicable Codes and Requirements cited above, shall be deemed invalid, as the Applicable Codes and Requirements take precedence over these Specifications. The Contractor shall be held responsible for adherence to all Applicable Codes and Requirements and Specifications.
- d. Any additional work or material necessary for adherence thereto shall be at no additional cost to the Department and shall be considered by the parties to have been included in the work order price. Ignorance of any Applicable Code, Requirement or Specification shall not be accepted as an excuse for non-conformity. Acceptance by the Project Manager of work performed under this contract shall not relieve the Contractor of any expense necessary to correct any failure to comply with Applicable Codes and Requirements.
- e. In the event of a conflict among the Applicable Codes and Requirements, the more stringent requirements shall prevail.
- f. Upon completion of the work, the Contractor, if necessary, shall obtain certificate(s) of inspection and approval from the inspection organization having jurisdiction over the work and shall deliver such certificate(s) to the Project Manager.



- g. The Contractor shall be entitled to full reimbursement for New York City Regulatory Agency work permit cost, plus up to \$500.00 for expeditor's fees. Reimbursement of the expeditor's fee requires submission of the expeditor's invoice as part of the information required for the Contractor Payment Request.

**20. PREVAILING WAGE RATES:**

The Office of the Comptroller of the City of New York has established prevailing wage rates and supplementary benefits, pursuant to section 220 and section 230 of the Labor Law of the State of New York, that are to be paid to laborers, workers and/or mechanics, employed by private contractors, pursuant to contracts involving public work, made and entered into between The City of New York or any Agency thereof and such private Contractors. The Contractor is therefore obliged to pay each employee no less than the hourly wage rate stipulated for its craft, trade or occupation in the New York City Comptroller's current Schedule of Wage Rates and Supplementary Benefits, as called for in the General Conditions. For purposes of the Bid Page, labor rates include prevailing wage rate.

**21. LABOR:**

The Project Manager may request specific Labor Trades not covered by the Labor Law 220 Prevailing Wage Schedule for all trade classifications. Labor Trades not covered by the Labor Law 220 Prevailing Wage Schedule shall have their Schedule of Wages determined by the New York City Comptroller. Such request must be for periods of not less than 30 days.

The Project Manager may request specific Labor Trades where work is not covered by any of the unit price bid items. All Labor Trades shall be fully prepared with all small tools needed to complete the specific jobs and tasks required. The workers shall be skilled and competent to perform the work required on the work orders. The Project Manager has the authority to and may reject any worker who, in the Project Manager's opinion, is not providing the quality of work required, and whose workmanship is below the accepted standard. The decision of the Project Manager will be final.

**22. PAYMENT:**

- a. Contractor payment shall be based on markup rates bid by the Contractor, as shown on the bid page of this Agreement. Any and all costs to the Contractor of delivering services required by this Specification shall be covered by these rates, which shall include, but are not limited to, labor and benefits, equipment, overhead, profit, travel, fees for permits and filings, and clerical and administrative expenses.

**NOTICE TO ALL PROSPECTIVE CONTRACTORS**  
**PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS**  
**ENTERPRISES IN CITY PROCUREMENT**

**ARTICLE I. M/WBE PROGRAM**

Section 6-129 of the Administrative Code of the City of New York (“Section 6-129”) establishes the program for participation in City procurement (“M/WBE Program”) by minority-owned business enterprises (“MBEs”) and women-owned business enterprises (“WBEs”), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City’s procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services (“DSBS”) promulgated thereunder.

**If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the “M/WBE Utilization Plan”) and are detailed below.**

**The Contractor must comply with all applicable MBE and WBE requirements for this Contract.**

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

**PART A**

**PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD**  
**AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS**

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1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, ("**Participation Goals**"), as applicable, are set forth on Schedule B, Part 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with DSBS as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part 2 (see Pages 1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be

deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered (“Master Services Agreement”) and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part 2 (page 2) indicating the prospective contractor’s certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed non-responsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part 2 (see Pages 1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor’s required certification and affirmations. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

C. **THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED**

**OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of city-certified MBE and WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6451, or by visiting or writing DSBS at One Liberty Plaza., New York, New York, 10006, 11<sup>th</sup> floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact



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information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE Utilization Plan**, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE Utilization Plan** in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE Utilization Plan** has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the Participation Goals in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part 3 of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency Contact Person listed in Schedule B, Part 1. Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely. Bidders, proposers, or contractors, as applicable, who have submitted timely requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE Utilization Plan**. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency

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may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE** Utilization Plan. (a) A Contractor may request a modification of its **M/WBE** Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's **M/WBE** Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;

(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE** Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;

(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE Utilization Plan** would be awarded to subcontractors.

12. If the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the **Participation Goals** to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE Utilization Plan** and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its **M/WBE Utilization Plan**, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

15. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

## **PART B**

### **MISCELLANEOUS**



1. The Contractor shall take notice that, if this solicitation requires the establishment of a **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.
2. Pursuant to DSBS rules, construction contracts that include a requirement for a **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.
4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

## **ARTICLE II. ENFORCEMENT**

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

4. If an **M/WBE Utilization Plan** has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE Utilization Plan** or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially

useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

# NOTICE TO BIDDERS

## **This contract is subject to a new 2020 Project Labor Agreement**

This contract is subject to the attached Project Labor Agreement (“PLA”) entered into between the City and the Building and Construction Trades Council of Greater New York (“BCTC”) affiliated Local Unions. By submitting a bid, the Contractor agrees that if awarded the Contract the PLA is binding on the Contractor and all subcontractors of all tiers.

The bidder to be awarded the contract will be required to execute a Letter of Assent prior to award. The Contractor shall include in any subcontract a requirement that the subcontractor, and sub-subcontractors of all tiers, become signatory to and bound to the PLA with respect to the subcontracted work. The Contractor will also be required to have all subcontractors of all tiers execute a Letter of Assent prior to such subcontractors performing any Program Work.

Bidders are advised that the City of New York and City agencies have entered into multiple PLAs. The terms of each PLA, while similar, are not identical. Please also note that there are revisions between the 2020 Citywide Renovation PLA attached to this bid and the prior 2015 Citywide Renovation PLA.

All bidders are urged to review the entire 2020 Citywide Renovation PLA prior to submitting a bid.

To the extent that the terms of the PLA conflict with any other terms of the invitation for bids, including the Standard Construction Contract, the terms of the PLA shall govern. For example, the PLA section that authorizes the scheduling of a four-day week, ten hours per day on straight time at the commencement of the job, PLA Article 12, Section 1(A), overrides the Standard Construction Contract’s provision concerning a five-day work week with a maximum of eight hours in a day, Standard

Construction Contract Article 37.2.1. Where, however, the invitation for bids, including the Standard Construction Contract, requires the approval of the City/Department, the PLA does not supersede or eliminate that requirement.

This Contract is subject to the apprenticeship requirements of Labor Law § 222 and to apprenticeship requirements established by the Department pursuant to Labor Law § 816-b. Please be advised that the involved trades have apprenticeship programs that meet the statutory requirements of Labor Law § 222(e) and the requirements set by the Department pursuant to Labor Law § 816-b, Contractors and subcontractors who agree to perform the Work pursuant to the PLA are participating in such apprenticeship programs within the meaning of Labor Law § 222(e) and the Department's directive.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program implemented pursuant to New York City Administrative Code § 6-129, the specific requirements of M/WBE participation for this Contract are set forth elsewhere in this bid package. If such requirements are included with this Contract, the City strongly advises Contractors to read those provisions, as well as PLA Article 4, Section 4. A list of certified M/WBE firms may be obtained from the Department of Small Business Services (DSBS) website at <http://mtprawvwsbswtp1-1.nyc.gov/>, emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing the DSBS at One Liberty Plaza, 11th Floor, New York, New York, 10006.

The local collective bargaining agreements (CBAs) that are incorporated into the PLA as PLA Schedule A Agreements are available from the Department's Agency Chief Contract Officer upon the request of any prospective bidder.

Please note that the "PLA Schedule A" is distinct from the Department's Schedule A that is a part of this invitation for bids.

**2020 Citywide Renovation Project Labor Agreement  
Frequently Asked Questions**

1. **Q.** Does a Contractor need to be signatory with the unions in the NYC Building and Construction Trades Council (“BCTC”) in order to bid on projects under the PLA?

**A.** No, any contractor may bid by signing and agreeing to the terms of the PLA. The contractor need not be signatory with these unions by any other labor agreement or for any other project.

2. **Q.** Does a Contractor agreeing to the PLA and signing the Letter of Assent create a labor agreement with these unions outside of the project covered by the PLA?

**A.** No, the PLA applies only to those projects that the Contractor agrees to perform under the PLA and makes no labor agreement beyond those projects. Contractors do not need to sign any additional agreements (*e.g.*, a collective bargaining agreement) with a union aside from the Letter of Assent to work on a PLA project.

3. **Q.** Do the provisions of the PLA apply equally to subcontractors as well as contractors and how does the PLA affect the subcontractors that a bidder may utilize on the project?

**A.** Yes, the PLA applies to subcontractors and all subcontractors performing Program Work must agree to become party to the PLA. Subject to the Agency’s approval of subcontractors pursuant to Article 17 of the Standard Construction Contract, a Contractor may use any subcontractor, union or non-union, as long as the subcontractor signs the Letter of Assent. See PLA Article 2, Section 8.

4. **Q.** Are bidders required to submit Letters of Assent signed by proposed subcontractors with their bid in order to be found responsive?

**A.** No, bidders do not have to submit signed Letters of Assent from their subcontractors with their bid. However, subcontractors performing Program Work will be required to sign the Letter of Assent prior to being approved by the Agency.

5. **Q.** May a Contractor or subcontractor use any of its existing employees to perform this work?

**A.** Generally, labor will be referred to the Contractor from the respective signatory local unions. However, Contractors and subcontractors may use up to 12% of their existing, qualifying labor force for this work. Certified M/WBEs for which participation goals are set pursuant to NYC Administrative Code § 6-129 that are not signatory to any Schedule A collective bargaining agreements (“CBAs”) may use their existing employees for the 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup> and 8<sup>th</sup> employee (per trade) needed on the job if their contracts are valued at or under \$2,000,000. Any additional workers will be referred to the Contractor in accordance with the 12% referral requirements set forth in the PLA. See PLA Article 4, Section 2.



6. **Q.** Must the City set M/WBE participation goals for the particular project or contract in order for a certified M/WBE to utilize the provisions of PLA Article 4, Section 2(C)?

**A.** No. PLA Article 4, Section 2(C) specifies what categories of M/WBEs are eligible to take advantage of this provision (i.e., those M/WBEs for which the City is authorized to set participation goals under § 6-129). For purposes of Article 4, Section 2(C), it is not necessary for the project to be subject to § 6-129 or for the City to have actually set participation goals for the particular contract or project. The result is the same where a project receives State funding and therefore is subject to the requirements of Article 15-A of the Executive Law.

7. **Q.** May a Contractor bring in union members from locals that are not signatory unions?

**A.** Referrals will be from the respective signatory locals and/or locals listed in Schedule A of the PLA. Contractors may utilize ‘traveler provisions’ contained in the local CBAs where such provisions exist and/or in accordance with the provisions of PLA Article 4, Section 2.

8. **Q.** Does a non-union employee working under the PLA automatically become a union member?

**A.** No, the non-union employee does not automatically become a union member by working on a project covered by the PLA and nothing in the PLA requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work. Non-union employees will be enrolled in the appropriate benefit plans and earn credit toward various union benefit programs except in certain circumstances as set forth in the PLA. See PLA Article 4, Section 6 and Article 11.

9. **Q.** Are all Contractors and subcontractors working under the PLA, including non-union Contractors and Contractors signatory to CBAs with locals other than those that are signatories to the PLA, required to make contributions to designated employee benefit funds?

**A.** Except in certain circumstances, as described in the following paragraph, Contractors and subcontractors working under the PLA will be required to contribute on behalf of all employees covered by the PLA to established jointly trustee employee benefit funds designated in the Schedule A CBAs and required to be paid on public works under any applicable prevailing wage law. The Agency may withhold from amounts due the Contractor any amounts required to be paid, but not actually paid into any such fund by the Contractor or a subcontractor. See PLA Article 11, Section 2.

Non-union Contractors with bona fide private benefit plans that satisfy the requirements of Labor Law 220 will not be required to pay into union benefit funds for their employees working pursuant to Article 4, Section 2 (B) and (C) (“Core Employees”) who are already covered under their bona fide private benefit plans. Supplemental

benefit funds in excess of the annualized value of the private benefit plans will be paid directly to workers as additional wages in compliance with Labor Law § 220. At the time of contract award, the Contractor shall make available to the contracting Agency a complete set of plan documents for each private benefit plan into which contributions will be made and/or coverage provided. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Labor Law § 220. See PLA Article 11, Section 2.

10. **Q.** When do Core Employees become eligible for union benefits?

**A.** Union benefit plans have their own plan documents that determine eligibility and workers will become eligible for certain benefits at different points in time. Contractors who will have Core Employees should speak with the respective union(s) as to benefit eligibility thresholds. Employees that may remain unaffiliated with any local union at the completion of their employment may apply for any distributions to which they may be entitled from the funds in accordance with the applicable rules and governing documents of the unions and the employee benefit funds.

11. **Q.** What happens if a Contractor or subcontractor fails to make a required payment to a designated employee benefit fund?

**A.** The PLA sets forth a process for unions to address a Contractor or a subcontractor's failure to make required payments. The process includes potentially the direct payment by the City to the benefit fund of monies owed and the corresponding withholding of payments to the Contractor. See PLA Article 11, Section 2.

Upon notification by a union or fringe benefit fund that a Contractor is delinquent in its payment of benefits and a determination by the Agency that the union or fund has submitted appropriate documentation of such delinquency, the Agency will thereafter require the Contractor to submit cancelled checks or other equivalent proof of payment of benefit contributions with certified payroll reports for work covered by this PLA on which the Contractor is engaged.

The City strongly advises Contractors to read these provisions carefully and to include appropriate provisions in subcontracts addressing these possibilities.

12. **Q.** Does signing on to the PLA satisfy the Apprenticeship Requirements established for this bid?

**A.** Yes. By agreeing to perform the Work subject to the PLA, the bidder demonstrates compliance with the apprenticeship requirements imposed by this Invitation for Bids.

13. **Q.** Who decides on the number of workers needed?

**A.** Except as expressly limited by a specific provision of the PLA, a Contractor retains full and exclusive authority for the management of their operations, including the determination as to the number of employees to be hired and the qualifications therefore and the promotion, transfer, and layoff of its employees. See PLA Article 6, Section 1.



14. **Q.** What happens if a union does not provide a worker within 48 hours from the request (Saturdays, Sundays, and holidays excepted)?
- A.** In the event that a Local Union does not fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source.
15. **Q.** May a Contractor discharge a union referral for lack of productivity?
- A.** Except as expressly limited by a specific provision of the PLA, a Contractor retains full and exclusive authority for the management of their operations, including the right to discipline or discharge for just cause its employees. See PLA Article 6, Section 1.
16. **Q.** May a contractor assign a management person to site?
- A.** Yes. Managers are not subject to the provisions of the PLA, so there is no restriction on management and/or other non-trade personnel, as long as such personnel do not perform trade functions. See Article 3, Section 1.
17. **Q.** What type of work can Stewards perform?
- A.** All Stewards must be working Stewards (*i.e.*, they must be performing Program Work). In addition, Stewards may perform other tasks such as receiving complaints or grievances from other employees of the Steward's trade. Stewards may not determine when overtime is worked. Stewards are entitled to the same wages as other employees of that trade. See PLA Article 5, Sections 2 and 3.
18. **Q.** Can a Contractor utilize apprentices?
- A.** Contractors are permitted to utilize apprentices so long as the ratios between journeyman and apprentice do not exceed the allowable ratios set by the New York State Department of Labor ("NYSDOL"). Should a Contractor request that apprentices be provided for Program Work, the referring Local Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYSDOL.
19. **Q.** What is HireNYC Construction Careers?
- A.** HireNYC Construction Careers is an initiative to advance career opportunities within the construction industry. The initiative has a target goal of 30% of all hours worked on PLA projects are performed by workers who reside in NYCHA housing or zip codes where 15% or more of the residences are below poverty. When a Contractor requests employees, the trades will take into account the target goals when they refer additional workers.

20. **Q.** Does the PLA provide a standard work day across all the signatory trades?
- A.** Yes, all signatory trades will work an eight (8) hour day, Monday through Friday with a day shift at straight time as the standard work week. The PLA also permits a Contractor to schedule a four-day (within Monday through Friday) work week, ten (10) hours per day at straight time if announced at the commencement of the project. See PLA Article 12, Section 1. This is an example where the terms of the PLA override provisions of the Standard Construction Contract (compare with section 37.2 of the Standard Construction Contract). The standard work week may be reduced to 35 or 37 ½ hours of work in those limited circumstances where the City states in the bid documents that the Contractor will not be given access to the site to accommodate an 8-hour day. The 8 hour, 7 ½ hour or 7-hour work day must be established at the commencement of the project by the Agency and may not be altered by the Contractor.
21. **Q.** Does the PLA create a common holiday schedule for all the signatory trades?
- A.** Yes, the PLA recognizes nine common holidays. See PLA Article 12, Section 4.
22. **Q.** Are workers entitled to holiday pay if they do not work on the holiday?
- A.** No. Workers are only entitled to pay if they work on the holiday. See PLA Article 12, Section 4.
23. **Q.** Does the PLA provide for a standard policy for ‘shift work’ across all signatory trades?
- A.** Yes, second and third shifts may be worked with a standard 5% premium pay. In addition, a day shift does not have to be scheduled in order to work the second and third shifts at the 1.05 hourly pay rate. See PLA Article 12, Section 3.
24. **Q.** May the Contractor schedule overtime work, including work on a weekend?
- A.** Yes, the PLA permits the Contractor to schedule overtime work, including work on weekends. See PLA Article 12, Sections 2, 3, and 5. To the extent that the Agency’s approval is required before a Contractor may schedule or be paid for overtime, that approval is still required notwithstanding the PLA language.
25. **Q.** Are overtime payments affected by the PLA?
- A.** Yes, all overtime pay incurred Monday through Saturday will be at time and one half (1 ½). There will be no stacking or pyramiding of overtime pay under any circumstances. See PLA Article 12, Section 2. Sunday and holiday overtime will be paid according to each trade’s CBA.
26. **Q.** Are there special provisions for Saturday work when a day is ‘lost’ during the week due to weather, power failure or other emergency?
- A.** Yes, when this occurs the Contractor may schedule Saturday work at weekday rates. See PLA Article 12, Section 5.

27. **Q.** Does the PLA contain special provisions for the staffing of temporary services?

**A.** Yes. Where temporary services are required by specific request of the Agency or construction manager, they shall be provided by the Contractor's existing employees during working hours in which a shift is scheduled for employees of the Contractor. The need for temporary services during non-working hours will be determined by the Agency or construction manager. There will be no stacking of trades on temporary services. See PLA Article 15.

28. **Q.** What do the workers get paid when work is terminated early in a day due to inclement weather or otherwise cut short of 8 hours?

**A.** The PLA provides that employees who report to work pursuant to regular schedule and not given work will be paid two hours of straight time. Work terminated early for severe weather or emergency conditions will be paid only for time actually worked. In other instances where work is terminated early, the worker will be paid for a full day. See PLA Article 12, Sections 6 and 8. The usual reporting pay requirement of two hours for employees who report to their work location pursuant to their regular schedule does not apply when the National Weather Service issues a Weather Advisory and the Contractor speaks to the employee at least four hours before their shift starting time. See PLA Article 12, Section 6.

29. **Q.** Should a local collective bargaining agreement of a signatory union expire during the project will a work stoppage occur on a project subject to the PLA?

**A.** No. All the signatory unions are bound by the 'no strike' agreement as to the PLA work. Work will continue under the PLA and the otherwise expired local CBA(s) until the new local CBA(s) are negotiated and in effect. See PLA Articles 7 and 19.

30. **Q.** May a Contractor working under the PLA be subject to a strike or other boycott activity by a signatory union at another site while the Contractor is a signatory to the PLA?

**A.** Yes. The PLA applies ONLY to work under the PLA and does not regulate labor relations at other sites even if those sites are in close proximity to PLA work.

31. **Q.** If a Contractor has worked under other PLAs in the New York City area, are the provisions in this PLA generally the same as the others?

**A.** While PLAs often look similar to each other, and particular clauses are often used in multiple agreements, each PLA is a unique document and should be examined accordingly.

32. **Q.** What happens if a dispute occurs between the Contractor and an employee during the project?

**A.** The PLA contains a grievance and arbitration process to resolve disputes between the Contractor and the employees. See PLA Article 9.

33. **Q.** What happens if there is a dispute between locals as to which local gets to provide employees for a particular project or a particular aspect of a project?

**A.** The PLA provides for jurisdictional disputes to be resolved in accordance with the NY Plan. A copy of the NY Plan is available upon request from the Agency. The PLA provides that work is not to be disrupted or interrupted pending the resolution of any jurisdictional dispute. The work proceeds as assigned by the Contractor until the dispute is resolved. See PLA Article 10.

34. **Q.** Does the PLA contain special provisions for JOCS or task order-based Contracts?

**A.** The PLA does not apply to Task Orders or Work Orders that do not exceed \$250,000 issued under JOCS or Requirements Contracts. See PLA Article 3, Section 1.

35. **Q.** How do the referral rules work for Operating Engineers Locals 14 and 15?

**A.** If there is Program Work within the jurisdiction of Operating Engineers Locals 14 or 15, the contractor shall request labor from the appropriate local union. If the locals provide labor consistent with the referral provisions outlined in Article 4, Section 2, the terms of the Local 14 CBA or Local 15 CBA will apply to that work. However, if the locals do not provide labor for that work, the terms of the PLA will apply to such work.

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**PROJECT LABOR AGREEMENT  
COVERING SPECIFIED  
RENOVATION & REHABILITATION  
OF CITY OWNED BUILDINGS AND STRUCTURES**

**2020 – 2024**

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

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**PROJECT LABOR AGREEMENT COVERING SPECIFIED  
RENOVATION & REHABILITATION OF NEW YORK CITY OWNED  
BUILDINGS & STRUCTURES****ARTICLE 1 - PREAMBLE**

**WHEREAS**, the City of New York desires to provide for the cost efficient, safe, quality, and timely completion of certain rehabilitation and renovation work (“Program Work,” as defined in Article 3) in a manner designed to afford the lowest costs to the Agencies covered by this Agreement, and the public it represents, and the advancement of permissible statutory objectives;

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

(1) providing a mechanism for responding to the unique construction needs associated with this Program Work and achieving the most cost-effective means of construction, including direct labor cost savings, by the Building and Construction Trades Council of Greater New York and Vicinity and the signatory Local Unions and their members waiving various shift and other hourly premiums and other work and pay practices which would otherwise apply to Program Work;

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

(3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, reducing jobsite friction on common situs worksites, and promoting labor harmony and peace for the duration of the Program Work;

(4) standardizing the terms and conditions governing the employment of labor on Program Work;

(5) permitting wide flexibility in work scheduling and shift hours and times to allow maximum work to be done during off hours yet at affordable pay rates;

(6) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;

(7) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

(8) fostering increased participation by Minority and Women-owned Business Enterprises (“MWBEs”);

(9) encouraging the development of pathways to construction careers;

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

- (10) ensuring a reliable source of skilled and experienced labor; and
- (11) securing applicable New York State Labor Law exemptions.

**WHEREAS**, the Building and Construction Trades Council of Greater New York and Vicinity, its participating affiliated Local Unions and their members, desire to assist the City in meeting these operational needs and objectives as well as to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

**WHEREAS**, the Parties desire to maximize Program Work safety conditions for both workers and the community in the project area.

**NOW, THEREFORE**, the Parties enter into this Agreement:

## **SECTION 1. PARTIES TO THE AGREEMENT**

This is a Project Labor Agreement (“Agreement”) entered into by the City of New York (“City”), on behalf of itself and the Agencies covered herein, including in their capacity as construction manager of covered projects and/or on behalf of any third party construction manager which may be utilized, and the Building and Construction Trades Council of Greater New York and Vicinity (“Council” or “BCTC”) (on behalf of itself) and the signatory affiliated Local Unions (“Unions” or “Local Unions”). The Council and each signatory Local Union hereby warrant and represents that it has been duly authorized to enter into this Agreement.

## **ARTICLE 2 - GENERAL CONDITIONS**

### **SECTION 1. DEFINITIONS**

A. The term “Agency” means the following New York City agencies: the Department for the Aging (“DFTA”), Administration for Children’s Services (“ACS”), Department of Citywide Administrative Services (“DCAS”), Department of Correction (“DOC”), Department of Design and Construction (“DDC”), Fire Department (“FDNY”), Department of Homeless Services (“DHS”), Human Resources Administration (“HRA”), Department of Health and Mental Hygiene (“DOHMH”), Department of Parks and Recreation (“DPR”), Police Department (“NYPD”),

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

Department of Sanitation (“DSNY”); Department of Transportation (“DOT”), Department of Buildings (“DOB”); with respect to Program Work as defined in Article 3, the New York City Agency that awards a particular contract subject to this Agreement may be referred to hereafter as the “Agency”;

B. The term “Agreement” means this project labor agreement (“PLA”), the applicable Schedule “A” Collective Bargaining Agreements (each a “CBA”) identified in Schedule “A”, and each Exhibit hereto;

C. The term “BCTC” refers to the Building and Construction Trades Council of Greater New York and Vicinity. The terms “BCTC” and “Council” are used interchangeably;

D. The term “Contractor(s)” shall include any Construction Manager, General Contractor and all other contractors, and subcontractors of all tiers engaged in Program Work within the scope of this Agreement as defined in Article 3. When an Agency acts as Construction Manager, unless otherwise provided, it has the rights and obligations of a “Construction Manager” in addition to the rights and obligations of an Agency;

E. The term “Core Employee” means an employee that has been on a contractor’s payroll consistent with Article 4, Section 2(B) and (C);

F. The term “Minor Repair” means routine repair, service, or maintenance that is recurrent, day to day, periodic scheduled or routine work required to preserve or restore a building, facility or system to working order;

G. The term “HireNYC Construction Careers” refers to the PLA initiative to advance career opportunities for Program Hires;

H. The term “Program Work” is the work covered by this Agreement as defined in Article 3;

**2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT**

I. The term “Program Hire” means an individual that resides in a zip code where at least 15% of the individuals residing in such zip code are below the federal poverty rate and residents of NYCHA housing regardless of zip codes; and

J. The term “Union(s)” or “Local Union(s)” refers to the various participating unions affiliated with the BCTC, singularly and collectively.

**SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE**

This Agreement shall not become effective unless each of the following conditions are met: the Agreement is executed by (1) the Council, on behalf of itself, (2) the participating affiliated Local Unions; and (3) the mayor of the City of New York or their designee.

**SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on all participating Unions and their affiliates, the Construction Manager (in its capacity as such) and all Contractors of all tiers performing Program Work, as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3 and all Contractors (including subcontractors) performing Program Work shall be required to sign a “Letter of Assent” in the form annexed hereto as Exhibit “A”. This Agreement shall be administered by the applicable Agency or a Construction Manager or such other designee as may be named by the Agency or Construction Manager, on behalf of all Contractors.

**SECTION 4. SUPREMACY CLAUSE**

This Agreement, together with the local Collective Bargaining Agreements (each a “CBA”) appended hereto as Schedule “A”, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other CBA of any type which would otherwise apply to this Program Work, in whole or in part, except for Program Work which falls

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within the jurisdiction of the Operating Engineers Locals 14 and 15. If Program Work falling within the jurisdiction of Operating Engineers Locals 14 and 15 is accepted by and performed by said locals, only then will such work be performed under the terms and conditions set out in the Schedule “A” agreements of Operating Engineers Locals 14 and 15. The CBAs of the affiliated local unions that cover the particular type of construction work to be performed by the contractor, and as set forth in the Schedule “A” list of agreements, shall be deemed the Schedule “A” Collective Bargaining Agreements (“Schedule “A” CBA”) under this Agreement. Where association and independent CBAs for a particular type of construction work are both set forth in Schedule “A”, association members shall treat the applicable association agreement as the Schedule “A” CBA and independent contractors shall treat the applicable independent agreement as the Schedule “A” CBA. Subject to the foregoing, where a subject covered by the provisions of this project labor agreement is also covered by a Schedule “A” CBA, the provisions of this project labor agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Program Work. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth in this Agreement shall be binding with respect to Program Work unless endorsed in writing by the Construction Manager or such other designee as may be designated by the Agency. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

**SECTION 5. LIABILITY**

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Manager and any Contractor shall not be liable for any

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violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

**SECTION 6. THE AGENCY**

The Agency (or Construction Manager where applicable) shall require in its bid specifications for all Program Work within the scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement. The Agency (or Construction Manager) shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Agency or Construction Manager in determining which Contractors shall be awarded contracts for Program Work. It is further understood that the Agency or Construction Manager has sole discretion at any time to terminate, delay or suspend the Program Work, in whole or part, on any 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 for (or subcontractor of) Program Work who becomes signatory thereto, without regard to whether that successful bidder (or subcontractor) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Program Work.

**SECTION 8. SUBCONTRACTING**

Contractors will subcontract Program Work only to a person, firm or corporation who is or agrees to become party to this Agreement.



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**ARTICLE 3 - SCOPE OF THE AGREEMENT****SECTION 1. WORK COVERED**

A. Program Work shall be limited to designated rehabilitation and renovation construction contracts bid and let by an Agency (or its Construction Manager where applicable) after the effective date of this Agreement with respect to rehabilitation and renovation work performed for an Agency on City-owned property under contracts advertised for public solicitation prior to December 31, 2024. Subject to the foregoing, and the exclusions below, such Program Work shall mean any and all contracts that predominantly involve the renovation, alteration, repair, rehabilitation or expansion of an existing City-owned building or structure within the five boroughs of New York City. Examples of Program Work include, but are not limited to, the renovation, repair, alteration and rehabilitation of an existing temporary or permanent structure, or an expansion of above ground structures located in the City on a City-owned building. Program Work shall also include job order contracts (“JOCS”), demolition work, painting services. Low voltage work, site work, elevator work, mold, asbestos and lead abatement, carpentry services, and carpet removal and installation shall be included as Program Work only when incidental to such building renovation and/or rehabilitation of City-owned buildings or structures and included in a contract that predominantly involves such renovation and/or rehabilitation.

B. It is understood that, except where the City specifically applies this Agreement to such work in its bid documents, Program Work does not include, and this Agreement shall not apply to, any other work, including:

1. Contracts that are let under a different project labor agreement with one of the defined City Agencies, and/or other Agencies and Authorities that have entered separate PLAs, such as DEP, NYCHA, H+H and SCA;

2. Contracts let and work performed in connection with projects carried over,

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recycled from, or performed under bids or rebids relating to work that were bid prior to the effective date of this Agreement or after December 31, 2024;

3. Contracts procured on an emergency basis;
4. Prime contracts that do not exceed \$3,000,000;
5. Contracts for work on streets and bridges and for the closing or environmental remediation of landfills;
6. Contracts with not-for-profit corporations where the City is not awarding or performing the work performed for that entity;
7. Contracts with governmental entities where the City is not awarding or performing the work performed for that entity;
8. Contracts with electric utilities, gas utilities, telephone companies, and railroads, except that it is understood and agreed that these entities may only install their work to a demarcation point, *e.g.*, a telephone closet or utility vault, the location of which is determined prior to construction and employees of such entities shall not be used to replace employees performing Program Work pursuant to this Agreement;
9. Contracts for installation of information technology that are not otherwise Program Work;
10. Task Orders or Work Orders issued under JOCS or Requirements Contracts that do not exceed \$250,000, and JOCS or Requirements Contracts where the monetary value of such contracts predominantly involves such Task Orders or Work Orders;
11. Contracts that predominantly involve Minor Repair work, as defined in Article 2, Section 1(F) above. Such work is to be paid under the applicable prevailing wage law for service or maintenance work;
12. Up to five percent (5%) of work performed by certified MWBE

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subcontractors on prime contracts that are valued at \$25,000,000 or more and for which participation goals are set forth in the contract and where such MWBE subcontractor is not signatory to any Schedule “A” agreement (“Exempt Work”). Exempt Work shall be no more than \$500,000 or 15% (whichever is greater) of the value of the subcontracts for work in any particular union’s jurisdiction under any prime contract; and

13. On-site work performed on purchased equipment, which is required by the manufacturer to be performed by its staff or by its selected contractors as a condition of the continued effectiveness of the equipment warranty.

**SECTION 2. TIME LIMITATIONS**

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement, Program Work must be (1) advertised and let for bid after the effective date of this Agreement, and (2) let for bid prior to December 31, 2024, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Program Work until completion, even if not completed by the expiration date of the Agreement. If Program Work otherwise falling within the scope of Article 3, Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

**SECTION 3. EXCLUDED EMPLOYEES**

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

A. Superintendents, supervisors (except field surveyors on construction contracts, general and forepersons specifically covered by a craft’s Schedule “A” agreement are included), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers,

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guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

B. Employees of the Agency, New York City, or any other municipal or State agency, authority or entity, or employees of any other public employer, even though working on the project site while covered Program Work is underway;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, or involved in deliveries to and from the Program site, except to the extent they are lawfully included in the bargaining unit of a Schedule "A" agreement;

D. Employees of the Construction Manager (except that in the event the Agency engages a Contractor to serve as Construction Manager, then those employees of the Construction Manager performing manual, on site construction labor will be covered by this Agreement);

E. Employees engaged in on-site equipment warranty work including installation, repair or maintenance unless employees are already working on the site and are certified to perform warranty work;

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

G. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Agency, or any of the Agency's other professional consultants, and such laboratory, testing, inspection or surveying firms;

H. Employees engaged in on-site maintenance of installed equipment or systems which maintenance is awarded as part of a contract that includes Program Work, but which maintenance occurs after installation of such equipment or system and is not directly related to construction services; and

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I. Employees who perform work classified as Minor Repairs, and routine service and/or maintenance work.

**SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES**

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Program Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Agency (including in its capacity as Construction Manager) or any Contractor. The Agreement shall further not apply to any New York City or other municipal or State agency, authority, or entity other than a listed Agency and nothing contained herein shall be construed to prohibit or restrict the Agency or its employees, or any State, New York City or other municipal or State authority, agency or entity and its employees, from performing on or off-site work related to Program Work.

As the contracts involving Program 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 Agency (or Construction Manager) for performance under the terms of this Agreement.

**ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT****SECTION 1. PRE-HIRE RECOGNITION**

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing on-site Program Work, with respect to that work.

**SECTION 2. UNION REFERRAL**

A. The Contractors agree to request, employ and hire craft employees, including

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Program Hires as defined in Article 2, Section 1(I), for Program Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area CBAs set forth in Schedule "A". Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union does not fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Program Work within its jurisdiction from any source other than referral by the Union. Any employee hired by a Contractor because a Local Union does not fill a request for qualified employees within a 48 hour period (Saturdays, Sundays and holidays excepted) are not covered by this Agreement for purposes of Article 11, Section 2, unless they are or become a member or agency shop fee payor of an affiliated Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Program Work ("Core Employees") and who meet the following qualifications:

- (1) possess any license required by New York State law for the Program Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

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No more than twelve per centum (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

C. Notwithstanding Section 2(B), above, certified MWBE contractors for which participation goals are set forth in New York City Administrative Code §6-129, that are not signatory to any Schedule "A" CBAs, with subcontracts valued at or under two-million dollars (\$2,000,000), may request by name, and the Local will honor, referral of the second (2<sup>nd</sup>), fourth (4<sup>th</sup>), sixth (6<sup>th</sup>), and eighth (8<sup>th</sup>) Core Employee, who have applied to the Local for Program Work and who meet the following qualifications:

- (1) possess any license required by New York State law for the Program Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 365 calendar days prior to the contract award.

D. Where a certified MWBE Contractor voluntarily enters into a CBA with a BCTC Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the applicable trade subject to satisfying the Union's basic standards of proficiency for admission.

**SECTION 3. NON-DISCRIMINATION IN REFERRALS**

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations 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



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against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

**SECTION 4. MINORITY, FEMALE, LOCAL AND SECTION 3 REFERRALS**

In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling the workforce participation goals adopted by the City and set forth in the Agency's (or, if applicable, Construction Manager's) bid specifications, within 48 hours of the request for same, the Contractor may employ qualified minority or female applicants from any other available source.

The Local Unions agree to prioritize the referral of Program Hires in accordance with Article 13 and to the extent consistent with the law, rules applicable to the union referral systems and joint apprentice programs. Those unions that do not currently provide for zip code preferences in their referral systems will undertake to implement such preferences consistent with this Agreement and their governing documents. Please see Exhibit "C" for a non-exhaustive list of eligible zip codes. Employees from these zip codes that are already on a contractor's workforce, including Core Employees, and referral of apprentices, in accordance with Article 13, Section 1(A) below, shall count towards the referral goals of this Section.

For any Program Work that may become subject to requirements under Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, and any rules, including new or revised rules, that may be published thereunder, the Local Unions acknowledge the Section 3 obligations of the Construction Manager or Contractor, as applicable, and agree to the zip code and NYCHA preferences described above to help implement this Article in a manner that would allow the Construction Manager or Contractor to meet its Section 3 obligations to the greatest extent feasible, and to post any required notices in the manner required by Section 3. The parties also acknowledge that the Construction Manager

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and Contractor may also fulfill its Section 3 requirements on Program Work by promoting opportunities for excluded employees, as defined by Article 3, Section 3 of this Agreement, on Program Work and, to the extent permitted by Section 3, by promoting opportunities for craft and other employees on non-Program Work.

**SECTION 5. CROSS AND QUALIFIED REFERRALS**

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

**SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS**

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule "A" CBA, and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local CBA prohibits a foreperson from working when the craft persons, they are leading exceed a specified number.

**SECTION 7. ON CALL REPAIR REFERRALS**

A. When an Agency awards a contract under this Agreement that requires the Contractor to have employees available on short notice to make time-sensitive repairs with such contract requiring the Contractor to respond within as little as two hours from the time the Contractor is contacted by the Agency ("On Call, Repair Contract"), the Contractor will, within ten (10) days of being awarded an On Call, Repair Contract subject to this Agreement, notify the

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appropriate affiliated Union that would perform the work for a contractor that the Contractor has been awarded such a contract and immediately enter into good faith negotiations with such relevant affiliated Union to establish a procedure to receive time sensitive referrals from such affiliated Union(s).

B. In the event the Contractor and the relevant affiliated Union(s) are unable to negotiate a specific, mutually agreeable procedure for on call repair referral procedure within twenty (20) days of commencement of negotiations or prior to commencement of performance of the contract, whichever is earlier, the Contractor and the relevant affiliated Unions will follow the following procedure:

1. Upon notification by a Contractor that it has been awarded an On Call, Repair Contract pursuant to paragraph A above, each relevant affiliate Union shall provide the Contractor with the name and twenty-four (24) hour contact information of an On Call, Repair Contract contact person for urgent on call repair referrals.

2. The relevant affiliated Unions shall prepare a list of individuals eligible and prepared for referral on an immediate basis to respond to the on call repair contractor, which may include the affiliated Unions' service, repair and maintenance division workers where appropriate for repairs that can be made within 24 to 48 hours and paid at the appropriate prevailing wage rates for service and repair or maintenance work. Such list shall be provided to and in the possession of the designated-on call repair contact person for the affiliated Union and available for immediate reference.

3. Individuals on such list must be able to comply with the Contractor's response time pursuant to contract requirements.

4. The Union's On Call, Repair Contract contact person shall respond to a contractor's request for referrals within a reasonable time of the request so that compliance with

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the contract shall be possible.

C. In the event that the Contractor makes a request for an on call referral that is compliant with this procedure and a Union is not able to respond to the request, that Union will be deemed to have waived the forty-eight (48) hour referral rule contained in Section 2 above and the Contractor may employ qualified applicants from any other available source that can meet contract requirements for that time-sensitive on call repair work only; provided, however, that any work related to the repair work that is not of a time sensitive nature under the contract shall comply with Section 2. If a Union fails to timely refer a worker and the Contractor employs other workers, the Contractor will e-mail the Agency within 72 hours and the Agency will forward that e-mail to the designated Labor Management Committee contacts.

**ARTICLE 5 - UNION REPRESENTATION****SECTION 1. LOCAL UNION REPRESENTATIVE**

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and Construction Manager) one representative, and/or the Business Manager, who shall be afforded access to the Program Worksite during such time as bargaining unit work is occurring and subject to otherwise applicable policies pertaining to visitors to the site.

**SECTION 2. STEWARDS**

A. Each affiliated Union shall have the sole discretion to designate any journey person as a Steward and an alternate Steward. The Union shall notify the Owner and/or Construction Manager as well as the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

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B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule "A" CBA provision providing procedures for the equitable distribution of overtime.

**SECTION 3. LAYOFF OF A STEWARD**

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule "A" provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required, 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 Local Union involved shall be notified immediately by the Contractor.

**ARTICLE 6 - MANAGEMENT'S RIGHTS****SECTION 1. RESERVATION OF RIGHTS**

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Agency including standard restrictions related to security and access to the site that are equally applicable to Agency employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule work; promulgate

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reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, Agency and/or Construction Manager and/or joint working efforts with other employees shall be permitted or observed.

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

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" that includes a lawful union standards and practices clauses, then such clause as set forth in Schedule "A" agreements will be complied with, unless there is a lawful Agency specification (or specification issued by a Construction Manager which would be lawful if issued by the Agency directly) that would specifically limit or restrict 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 or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule "A" clause. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or

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unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Program Work.

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

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other similar disruptive activity at the Program Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union or concerted or employee activity which disrupts or interferes with the operation of the Program Work or the objectives of the Agency at any Program Work site. In addition, 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 a Program Work site where the failure to cross disrupts or interferes with the operation of Program Work is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Program Work site by any signatory Contractor, Agency or Construction Manager.

**SECTION 2. DISCHARGE FOR VIOLATION**

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

**SECTION 3. NOTIFICATION**

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council



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complies with these obligations, it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the Construction Manager to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

**SECTION 4. EXPEDITED ARBITRATION**

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity that may be brought).

A. A party invoking this procedure shall notify J.J. Pierson or Richard Adelman; who shall alternate (beginning with Arbitrator J.J. Pierson) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Construction Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Manager and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing

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shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

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

E. The Agency and Construction Manager (or such other designee of the Agency) may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the Construction Manager.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

**SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION**

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above,

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may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

**ARTICLE 8 - LABOR MANAGEMENT COMMITTEE****SECTION 1. SUBJECTS**

The Program Labor Management Committee (the “LMC”) will meet on a regular basis to:

- 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review efforts to meet applicable participation goals for MWBEs and workforce participation goals for Program Hires, minority and female employees.

**SECTION 2. COMPOSITION**

The LMC shall be jointly chaired by a designee of the Agency and the President of the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties shall mutually designate an MWBE representative to participate in appropriate Committee discussions. The Committee may conduct business through mutually agreed upon sub-committees.

**ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE****SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES**

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement. Grievances shall include the City contract number and the Program Work

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address; such information is posted at the work site if already commenced and is available in the City Record and Notice to Proceed for projects not already commenced.

Local Union grievances as to whether a scope of work is included or excluded from this Agreement shall be submitted to the LMC in the first instance rather than Step 1 below. To be timely, such notice must be given no later than five days prior to the bid opening date advertised in the City Record and bid documents for that contract, or any adjourned date publicly noticed if the grievance is challenging a determination by an Agency that the contract is not subject to this Agreement. Compliance with this limit shall operate as a statute of limitations and shall be a condition precedent to arbitration. For other grievances as to contractor and/or subcontractor scope of work issues, notice of such challenges shall be submitted to the LMC within 7 calendar days after the act, occurrence or event giving rise to the grievance. If the scope of work grievance is not resolved within 21 days of its submission to the LMC, then the grievance may proceed directly to Step 3 below.

**Step 1:**

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed

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violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Manager (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, 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:**

A Step 2 grievance shall be filed with the Agency, the BCTC, the Contractor, and, if the grievance is against a subcontractor, the subcontractor. The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor and/or a contractor association representative where appropriate, Council, the Construction Manager (or designee), and, if the grievance is against a subcontractor, the subcontractor, shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement. The BCTC shall schedule the Step 2 meeting.

**Step 3:**

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to the BCTC. In the event the matter is not resolved at Step 2, either J.J. Pierson or Richard Adelman, who shall act, alternately (beginning with Arbitrator J.J. Pierson), as the Arbitrator under this procedure, shall be designated at the Step 2 hearing and the BCTC will notify

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the arbitrator of his designation. After such notification by the BCTC, the local demanding arbitration shall within a reasonable time request the arbitrator to schedule the matter for an arbitration hearing date. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

**SECTION 2. LIMITATION AS TO RETROACTIVITY**

No arbitration decision or award, with the exception of those related to compliance with requirements to pay prevailing wages and supplements in accordance with federal or State law, may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Construction Manager and the involved Contractor or Local Union.

**SECTION 3. PARTICIPATION BY AGENCY AND/OR CONSTRUCTION MANAGER**

The Agency and Construction Manager (or such other designee of the Agency) shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

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**ARTICLE 10 - JURISDICTIONAL DISPUTES****SECTION 1. NO DISRUPTIONS**

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

**SECTION 2. ASSIGNMENT**

All Program Work assignments shall be made by the Contractor to unions affiliated with the BCTC consistent with the New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

**SECTION 3. NO INTERFERENCE WITH WORK**

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

**ARTICLE 11 - WAGES AND BENEFITS****SECTION 1. CLASSIFICATION AND BASE HOURLY RATE**

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage rates applicable for those classifications as required by the applicable prevailing wage laws.



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**SECTION 2. EMPLOYEE BENEFITS**

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those established jointly trustee employee benefit funds designated in the applicable CBA in Schedule "A" (in the appropriate Schedule "A" amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts or plans of any kind which are not required by the prevailing wage law provided, however, that this provision does not relieve Contractors signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA. Furthermore, employees that may remain unaffiliated with any local union at the completion of their employment under the terms of this Agreement may apply for any distributions to which they may be entitled from the funds in accordance with the applicable rules and governing documents of the unions and the employee benefit funds that they have participated in under the terms of this Agreement.

B. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, Contractors who designate Core Employees pursuant to Article 4, Section 2 (B) and (C) that are not signatory to a Schedule "A" agreement and who maintain bona fide private benefit plans that satisfy the requirements of Section 220 of the New York State Labor Law, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220). The total benefit payments to be made on behalf of each such employee must be equal to the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee.

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2. A contractor that will satisfy its Section 220 obligations in accordance with subsection 2(B)(1) above shall make available to the Agency at the time of contract award a complete set of plan documents for each non-Schedule “A” benefit plan into which contributions will be made and/or coverage provided pursuant to the provisions of Section 2(B)(1) above. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Section 220.

3. The City shall verify that the alternate benefit plan(s), together with any cash supplement to the employee, is compliant with Section 220 prior to awarding the Contractor a contract covered by this Agreement. In the event the Contractor’s alternate benefit plan(s), together with any cash supplement to the employee, is determined to be compliant with Section 220 and will be utilized by the Contractor on behalf of Article 4, Section 2(B) and (C) Core Employees, the Local Unions have no duty to enforce the Contractor’s obligations on the alternate benefit plan(s) as they are not party to the alternate plan(s) or privy to the terms and conditions of the plan obligations. In the event the City determines the alternate benefit plan(s), together with any cash supplement to the employee, is not compliant with Section 220, the Contractor may, upon executing a Letter of Assent, satisfy its obligations for all employees, including Core Employees, by contributing to the Schedule “A” benefit plans in accordance with the terms of the Schedule “A” agreements.

C. The Contractors agree to be bound by the written terms of the legally established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Program Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

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D. 1. To the extent consistent with New York City's Procurement Policy Board Rules with respect to prompt payment, as published at [www.nyc.gov/ppb](http://www.nyc.gov/ppb), §4-06(e), and in consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"); the Agency agrees that where any such union and/or fringe benefit fund shall notify the Agency, the General Contractor, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it, and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the General Contractor, which payment shall, as between the General Contractor and the Agency, be deemed a payment by the Agency to the General Contractor; provided however, that in any month, such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. The union or its employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on the specific project against which the claim is made and the union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other City or non-City project.

2. In addition, where a union or employee benefit fund gives notice to the City that a Contractor is Delinquent as defined in subsection 2(D)(1) above and the City determines that the

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notice includes appropriate back-up documentation that the Contractor is delinquent, the City will promptly, but not later than twenty (20) days after receipt of the notice, provide a copy of said notice to City Agencies. In the event the City determines there is insufficient back-up documentation, it will notify the appropriate union and/or fringe benefit fund promptly, but not later than twenty (20) days after receipt of the Delinquency Notice, and shall include notice of what additional documentation is requested. Any determination by the City that there is insufficient back-up must be reasonable. This provision is intended to enhance compliance with the prevailing wage law and this Agreement with respect to the payment of fringe benefits and is not intended as a substitute for the resolution of a disputed claim pursuant to any applicable law or agreement.

The City and the relevant Agency(s) will thereafter require the Delinquent Contractor to provide cancelled checks or other equivalent proof of payment of benefit contributions that have come due, to be submitted with certified payroll reports for all Program Work covered by this Agreement on which the Delinquent Contractor is engaged, for at least a one-year period or such earlier period if the Contractor is ultimately determined not to be a Delinquent Contractor. Such proof of payment when required is a condition of payment of the Delinquent Contractor's invoices by any entity, including, but not limited to, the City, the relevant Agency(s), Construction Manager, General Contractor, the prime or higher level subcontractor, as is appropriate under the Delinquent Contractor's engagement. The union and the funds shall upon request receive copies of the certified payrolls, cancelled checks, or other proof of payment from the City and/or the relevant Agency(s).

E. In the event the General Contractor or Delinquent Contractor shall notify the Agency as above provided that the claim of the union or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor that the union and/or fringe benefit fund claims

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to be due it, pending resolution of the dispute pursuant to the union's Schedule "A" agreement, and the amount shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the Delinquent Contractor and union or employee benefit fund shall otherwise agree as to the disposition thereof; provided however, that such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. In the event the Agency shall be required to withhold amounts from a General Contractor for the benefit of more than one fringe benefit fund, the amounts so withheld in the manner and amount prescribed above shall be applied to or for such fund in the order in which the written notices of nonpayment have been received by the Agency, and if more than one such notice was received on the same day, proportionately based upon the amount of the union and/or fringe benefit fund claims received on such day. Nothing herein contained shall prevent the Agency from commencing an interpleader action to determine entitlement to a disputed payment in accordance with section one thousand six of the civil practice law and rules or any successor provision thereto.

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

**ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**  
**SECTION 1. WORK WEEK AND WORKDAY**

A. The standard work week shall consist of 40 hours of work at straight time rates, Monday through Friday, 8 hours per day, plus ½ hour unpaid lunch period. The standard work week may be reduced to 35 or 37 ½ hours of work at straight time rates, Monday to Friday, 7 or 7

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½ hours per day, plus ½ hour unpaid lunch period in those limited circumstances where the City states in the bid documents that the Contractor will not be given access to the site to accommodate an 8 hour day. The 8 hour, 7 ½ hour or 7-hour workday must be established at the commencement of the project and may not be altered by the Contractor.

B. In accordance with project needs, there shall be flexible start times with advance notice from Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m., for an 8-hour day, and up to 7:30 p.m. for a 10-hour day. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the Agency's phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Agency's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Program Work site designated by the Contractor.

C. Scheduling - Except as provided above, Monday through Friday is the standard work week; 8 hours of work plus ½ hour unpaid lunch. Notwithstanding any other provision of this Agreement, a Contractor may schedule a four-day work week, 10 hours per day ("4/10") at straight time rates, plus a ½ hour unpaid lunch, at the commencement of the job.

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

**SECTION 2. OVERTIME**

Overtime shall be paid for any work (i) over an employee's regularly scheduled work day, i.e., work over eight (8) hours in a day where 5/8s is scheduled, work over ten (10) hours in a day where 4/10s is scheduled, or work over seven (7) or seven and one half (7½) hours where such

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hours are scheduled pursuant to Article 12, section 1(A) and (ii) over forty (40) hours in a week, or over thirty five (35) or thirty seven and one-half (37 ½) where such hours are scheduled pursuant to Article 12, section 1(A). Overtime shall be paid at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid pursuant to the applicable Schedule "A". There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

**SECTION 3. SHIFTS**

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Program Work schedules and existing Program Work conditions including the minimization of interference with the mission of the Agency. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Agency or Construction Manager and must be scheduled with not less than five workdays' notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 10 p.m. and 2 a.m., subject to different times necessitated by the Agency phasing plans on specific projects. There shall be no reduction in shift hour work. With respect to second and third shift work there shall be a 5% shift premium, or the rate required by the applicable prevailing wage laws, whichever is less. No other premium or other payments for such

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work shall be required unless such work is in excess of the employee's regularly scheduled work week, i.e., forty (40) hours in the week or thirty five (35) or thirty seven and one half (37 ½) pursuant to Article 12, Section 1(A). All employees within the same classification performing Program Work will be paid at the same wage rate regardless of the shift or work, subject only to the foregoing provisions.

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

**SECTION 4. HOLIDAYS**

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

New Year's Day

Martin Luther King Day      President's Day

Memorial Day      Veteran's Day

Labor Day      Thanksgiving Day

Independence Day      Christmas Day

All said holidays shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the previous Friday and those that occur on Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a PLA recognized holiday shall be in accordance with the applicable Schedule "A" for work performed on a holiday, even where the PLA holiday differs from the CBA holidays.

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



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**SECTION 5. MAKE-UP DAYS**

When severe weather, power failure, fire or natural disaster or other similar circumstances beyond the control of the Contractor prevent work from being performed on a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day (or Friday make-up day in the case of a 4/10 schedule) and such time shall be scheduled and paid as if performed on a weekday. Any other Saturday work shall be paid at time and one-half (1½). The Contractor shall notify the Local Union on the missed day or as soon thereafter as practicable if such a make-up day is to be worked.

**SECTION 6. REPORTING PAY**

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances, in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for their full shift. Contractors shall not be permitted to call, text or email or voicemail employees in advance of their regularly scheduled shift starting time to avoid reporting pay. Notwithstanding the above, in the event that the National Weather Service issues a weather advisory for the area in which the work location is situated, and the entire project is shut down as a result of the Weather Advisory, the Contractor shall be permitted to speak to employees no less than four (4) hours in advance of their shift starting time, unless the Local Union consents to a shorter notice in writing, to advise them not to report to work due to the National Weather Service advisory, and employees who are so notified shall not receive two (2) hours reporting pay if they report to the work location. The Contractor shall make every effort to notify each employee directly and confirm that notification has been received. Voice, text, and email messages left for employees without

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confirmation of delivery and receipt by employee do not constitute sufficient notice under this provision.

B. When an employee, who has completed their scheduled shift and left the Program Work site, is “called out” to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee’s straight time rate for hours actually worked.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor’s invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule “A” requires a full weeks’ pay for forepersons.

**SECTION 7. PAYMENT OF WAGES**

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

**SECTION 8. EMERGENCY WORK SUSPENSION**

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

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**SECTION 9. INJURY/DISABILITY**

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than a full day's pay in accordance with the employee's regularly scheduled workday under Article 12, Section (1)(A). Further, the employee shall be rehired at such time as able to return to duties provided there is still Program Work available for which the employee is qualified and able to perform.

**SECTION 10. TIME KEEPING**

A Contractor may utilize systems to check employees in and out. Each employee must check in and out and sign a daily sign-in sheet, or other attendance methodology approved in writing by the Agency(s). The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

**SECTION 11. MEAL PERIOD**

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

**SECTION 12. BREAK PERIODS**

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Where 4/10s are being worked there shall be a morning and an afternoon coffee break.

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**ARTICLE 13 - APPRENTICES AND WORKFORCE DEVELOPMENT****SECTION 1. APPRENTICE RATIOS AND REFERRALS**

A. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor ("NYSDOL") or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule "A" agreement. The parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions' apprentice-programs, the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women, New York Helmets to Hardhats, and Pathways to Apprenticeship (P2A). Should a Contractor request that apprentices be provided for Program Work, the referring Local Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYSDOL.

**SECTION 2. WORKFORCE DEVELOPMENT**

A. The parties to this Agreement recognize the mutual interest in increasing training and career opportunities for Program Hires. The parties are committed to (i) increasing opportunities for Program Hires in these zip codes in pre-apprenticeship and apprenticeship programs, and (ii) using the work opportunities provided by this Agreement to increase the career opportunities for qualified Program Hires, and (iii) to assure the continued availability of a skilled and qualified, readily available construction workforce for this program and future work. The parties agree to the Workforce Development Program set forth in Exhibit "D".

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B. Specifically, the parties have established an initiative entitled HireNYC Construction Careers, which is an initiative to advance career opportunities for Program Hires.

C. The HireNYC Construction Careers initiative will work with the Mayor's Office of Workforce Development ("WKDEV") and its Workforce1 Centers to recruit Program Hires interested in employment in the construction industry.

D. HireNYC Construction Careers intends to capitalize on the work opportunities presented by this Agreement to create a pathway to career opportunities in the construction workforce. To this end the HireNYC Construction Careers initiative includes a workforce goal of at least 30% of all hours worked under this Agreement, including by subcontractors pursuant to Article 3, Section 1(B)(12), to be worked by workers residing within the specified zip codes or NYCHA housing. In order to encourage recruitment of new workers, HireNYC Construction Careers has established a goal that at least 30% of all of those hours are to be worked by apprentices from those zip codes or NYCHA housing.

E. The Contractors and Unions agree to cooperate and participate in the implementation of HireNYC Construction Careers to assist Program Hires with educational and training opportunities related to access to pre-apprenticeship, apprenticeship, and project work as set forth in this Agreement.

F. Reporting Requirements:

i. The Contractors shall report the residence zip code information on all certified payroll reports.

ii. The Local Unions, their referral systems, the affiliated pre-apprentice programs, and Contractors shall cooperate with any protocol developed for monitoring the HireNYC Construction Careers initiative.

iii. The Local Unions shall provide the WKDEV copies of the following

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reports when such reports are submitted to NYSDOL: *Apprentice Training Recruitment Notification and Minimum Qualifications (AT 505)*, *Apprentice Training Program Affirmative Action Plan (AT 603)*, *Apprenticeship Agreement (AT 401)*, or such alternate reporting system as the parties may negotiate during the term of this Agreement.

G. The City and BCTC agree that no less than annually, the LMC shall review the implementation of HireNYC Construction Careers, as well as Program Hire opportunities afforded as a result of the initiative. The City and BCTC will collaborate to develop monitoring protocol for the purpose of measuring the success of HireNYC Construction Careers. The City and BCTC may, on mutual consent, modify the goals, procedures and protocols, as necessary to afford continued opportunity to Program Hires.

H. To facilitate the commitments set forth in this Agreement, each Local Union shall designate a HireNYC Construction Careers lead representative to work in partnership with WKDEV to implement these workforce and apprenticeship provisions within the union and across City construction contracts.

**ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY****SECTION 1. SAFETY REQUIREMENTS**

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Program Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Agency from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge. The Construction Manager and/or Contractor may

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adopt, and the Unions shall agree to, the Drug and Alcohol Testing Policy attached as Schedule “B”.

**SECTION 2. CONTRACTOR RULES**

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the Construction Manager for Program Work. Such rules will be published and posted in conspicuous places throughout the Program Work sites. Any site security and access policies established by the Construction Manager or General Contractor intended for specific application to the construction workforce for Program Work and that are not established pursuant to an Agency directive shall be implemented only after notice to the BCTC and its affiliates and an opportunity for negotiation and resolution by the Labor Management Committee.

**SECTION 3. INSPECTIONS**

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

**ARTICLE 15 - TEMPORARY SERVICES****SECTION 1.**

Temporary services, i.e. all temporary heat, climate control, water, power and light, shall only be required upon the determination of the Agency or Construction Manager, and when used shall be staffed and assigned to the appropriate trade(s) with jurisdiction. Temporary services shall be provided by the appropriate Contractors’ existing employees during working hours in which a shift is scheduled for employees of the Contractor. The Agency or Construction Manager may determine the need for temporary services requirements during non-working hours, and when used shall be staffed and assigned to the appropriate trades(s), and which may be limited to one person per applicable trade where practicable. There shall be no stacking of trades on temporary services,

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provided this does not constitute a waiver of primary trade jurisdiction. In the event a temporary system component is claimed by multiple trades, the matter shall be resolved through the New York Plan for Jurisdictional Disputes.

**ARTICLE 16 - NO DISCRIMINATION****SECTION 1. COOPERATIVE EFFORTS**

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, gender identity, age or any other status provided by law, in any manner prohibited by law or regulation.

**SECTION 2. LANGUAGE OF AGREEMENT**

Any words signifying any gender shall be interpreted to mean any or all gender identities.

**ARTICLE 17 - GENERAL TERMS****SECTION 1. PROJECT RULES**

A. The Construction Manager and the Contractors shall establish such reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Program Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

B. The parties adopt and incorporate the BCTC's Standards of Excellence as annexed hereto as Exhibit "B".



## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**SECTION 2. TOOLS OF THE TRADE**

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

**SECTION 3. SUPERVISION**

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

**SECTION 4. TRAVEL ALLOWANCES**

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

**SECTION 5. FULL WORKDAY**

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

**SECTION 6. COOPERATION AND WAIVER**

The Construction Manager, Contractors and the Unions will cooperate in seeking any NYSDOL, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night,

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

**ARTICLE 18 - SAVINGS AND SEPARABILITY****SECTION 1. THIS AGREEMENT**

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Program Work, the provision or provisions involved (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

**SECTION 2. THE BID SPECIFICATIONS**

In the event that the Agency's (or Construction Manager's) bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Program Work, such requirement (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed

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by law and to the extent no funding or exemption is lost. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Agency and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

**SECTION 3. NON-LIABILITY**

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Agency, the Construction Manager, any Contractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding or a New York State Labor Law exemption for Program Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

**SECTION 4. NON-WAIVER**

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

**ARTICLE 19 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS****SECTION 1. CHANGES TO AREA CONTRACTS**

A. Schedule "A" to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area CBAs that are the basis for the Schedule "A" notify the Mayor's Office of Contract Services ("MOCS"), Agency and Construction Manager in writing by providing a copy of the updated CBA(s) incorporating the changes agreed to in that Area CBA which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule "A" CBAs will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of

**2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT**

contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Program Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule “A” of provisions agreed upon in the renegotiation of Area CBAs 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 Program Work by any Local Union involved in the renegotiation of Area Local CBAs nor shall there be any lock-out on such Program Work affecting a Local Union during the course of such renegotiations.

**ARTICLE 20 - WORKERS’ COMPENSATION ADR****SECTION 1.**

An Alternative Dispute Resolution (“ADR”) program may be negotiated and participation in the ADR program will be optional by trade.

**ARTICLE 21 - HELMETS TO HARDHATS****SECTION 1.**

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the New York City Helmets to Hardhats Program (“H2H”) 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.

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**SECTION 2.**

The Unions and Contractors agree to coordinate with H2H 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.

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as  
of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

BY: Gary LaBarbera  
Gary LaBarbera  
President

FOR NEW YORK CITY

BY: Dean Fuleihan  
Dean Fuleihan  
First Deputy Mayor

APPROVED AS TO FORM:

Steve Stein Aulman  
ACTING CORPORATION COUNSEL  
NEW YORK CITY

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

LIST OF SIGNATORY UNIONS	
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No.5	
Bricklayers and Allied Craftworkers, Local Union No. 1	
Building Concrete & Excavating Laborers, Local Union No. 731	
N.Y.C. and Vicinity District Council of Carpenters	
Cement Masons, Local Union No. 780	
Concrete Workers District Council No. 16	
Asbestos, Lead & Hazardous Waste, Laborers Local Union No. 78	
Construction & General Building Laborers Local Union No. 79	
Derrickmen and Riggers Local Union No. 197	
International Brotherhood of Electrical Workers, Local Union No. 3	
International Union of Elevator Constructors, Local Union No. 1	
Heat & Frost Insulators & Allied Workers, Local Union No. 12	
Heat & Frost Insulators & Allied Workers, Local Union No. 12A	
Pavers & Road Builders, Laborers Local Union No. 1010	
New York State Iron Workers District Council	
Structural Iron Workers, Local Union No. 40	
Structural Iron Workers, Local Union No. 361	
Mason Tenders District Council	
Metallic Lathers & Reinforcing Ironworkers, Local No. 46	
Ornamental Iron Workers, Local Union No. 580	
Glaziers No. 1087, District Council 9	
Painters, District Council No. 9	
Metal Polishers, Local Union No. 8A-28A; District Council No. 9	
Drywall Tapers Local Union No 1974, District Council 9	
Bridge & Structural Steel Painters, Local Union No. 806, District Council 9	
Operative Plasterers Local Union No. 262	
UA Plumbers Local Union No. 1	
Private Sanitation, Teamsters Local Union No. 813	
Roofers & Waterproofers, Local Union No. 8	
Sheet Metal Workers, Local Union No. 28	
Sheet Metal Workers, Local Union No. 137	
UA Steamfitters, Local Union No. 638	
Teamsters, Local Union No. 282	
Tile, Marble & Terrazzo, B.A.C. Local Union No. 7	

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

## SCHEDULE "A" - CBAs

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
Bricklayers Local 1 of the International Union of Bricklayers and Allied Craftworkers	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Painters Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Elevator Constructors Local 1 of NY and NJ	ThyssenKrupp Elevator Corporation
Elevator Constructors Local 1 of NY and NJ	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Member of the General Contractors Association of New York, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent



## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise Contract	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Independent
Local 8 Roofers, Waterproofers & Allied Workers	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Building Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Interior Demolition Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	NYCDCA
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Environmental Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	ABMC

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Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
The Cement Masons' Union, Local 780	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent

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The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

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

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**Exhibit A**

**Project Labor Agreement - Letter of Assent**

Dear: \_\_\_\_\_

The undersigned party confirms that it agrees to be a party to and be bound by the New York Agency, 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 the NYC Agency Renovation and located at \_\_\_\_\_ (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

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

Provide description of the Work, identify craft jurisdiction(s) and all contract numbers below:

Local Union: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Contract Number(s): \_\_\_\_\_

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

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

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

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

\_\_\_\_\_  
(Authorized Officer & Title)

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

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

\_\_\_\_\_  
(Phone) (Fax)

Contractor's State License  
# \_\_\_\_\_

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_,

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

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**Exhibit B****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 days 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.

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**Exhibit “C” - HireNYC Construction Careers**

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate  
(Zip codes within ~100 mile radius of NYC)

Zip Code	Borough	Neighborhood
10001	Manhattan	Midtown South
10002	Manhattan	Chinatown
10009	Manhattan	East Village
10025	Manhattan	Manhattan Valley
10026	Manhattan	Central Harlem
10027	Manhattan	Manhattanville
10029	Manhattan	East Harlem
10030	Manhattan	Central Harlem
10031	Manhattan	Hamilton Heights
10032	Manhattan	Inwood and Washington Heights
10033	Manhattan	Washington Heights
10034	Manhattan	Inwood
10035	Manhattan	East Harlem
10037	Manhattan	Central Harlem
10038	Manhattan	Lower Manhattan
10039	Manhattan	Central Harlem
10040	Manhattan	Inwood and Washington Heights
10301	Staten Island	St. George
10302	Staten Island	Port Richmond
10303	Staten Island	Mariner's Harbor
10304	Staten Island	Stapleton
10310	Staten Island	West Brighton
10451	Bronx	Concourse Village
10452	Bronx	High Bridge
10453	Bronx	University Heights
10454	Bronx	Mott Haven
10455	Bronx	Longwood
10456	Bronx	Melrose
10457	Bronx	Central Bronx
10458	Bronx	Bedford Park
10459	Bronx	Morrisania
10460	Bronx	East Tremont
10462	Bronx	Parkchester
10463	Bronx	Kingsbridge
10466	Bronx	Wakefield
10467	Bronx	Norwood
10468	Bronx	Bronx Park and Fordham
10472	Bronx	Unionport
10473	Bronx	Soundview
10474	Bronx	Hunts Point



## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

## PLA Exhibit C - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate

(Zip codes within ~100 mile radius of NYC)

Zip Code	Borough	Neighborhood
11101	Queens	Long Island City
11102	Queens	Northwest Queens
11106	Queens	Ravenswood
11203	Brooklyn	East Flatbush
11204	Brooklyn	Borough Park
11205	Brooklyn	Fort Greene
11206	Brooklyn	East Williamsburg
11207	Brooklyn	East New York
11208	Brooklyn	East New York / Cypress Hills
11211	Brooklyn	Williamsburg
11212	Brooklyn	Brownsville
11213	Brooklyn	Crown Heights
11214	Brooklyn	Bensonhurst
11216	Brooklyn	Central Brooklyn
11218	Brooklyn	Kensington
11219	Brooklyn	Borough Park
11220	Brooklyn	Sunset Park
11221	Brooklyn	Bushwick
11223	Brooklyn	Gravesend
11224	Brooklyn	Coney Island
11225	Brooklyn	Prospect Lefferts Gardens
11226	Brooklyn	Prospect Park South
11230	Brooklyn	Midwood
11232	Brooklyn	Sunset Park
11233	Brooklyn	Ocean Hill
11235	Brooklyn	Brighton Beach
11237	Brooklyn	Bushwick and Williamsburg
11239	Brooklyn	Starrett City
11354	Queens	Downtown Flushing
11355	Queens	Queensboro Hill
11368	Queens	South Corona
11369	Queens	East Elmhurst
11373	Queens	Elmhurst
11416	Queens	Southwest Queens
11417	Queens	Ozone Park
11418	Queens	Richmond Hill
11430	Queens	Ozone Park
11432	Queens	Jamaica Center
11433	Queens	South Jamaica
11435	Queens	Briarwood
11691	Queens	Far Rockaway
11692	Queens	Arverne

Data Source: 2013-2017 American Community Survey 5-year estimates

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

## PLA Exhibit C - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate

(Zip codes within ~100 mile radius of NYC)

Zip Code	State	City or Town
06401	CT	Ansonia
06510	CT	New Haven
06511	CT	New Haven
06513	CT	New Haven
06515	CT	New Haven
06519	CT	New Haven
06604	CT	Bridgeport
06605	CT	Bridgeport
06607	CT	Bridgeport
06608	CT	Bridgeport
06610	CT	Bridgeport
06702	CT	Waterbury
06704	CT	Waterbury
06705	CT	Waterbury
06706	CT	Waterbury
06708	CT	Waterbury
06710	CT	Waterbury
06810	CT	Danbury
07002	NJ	Bayonne
07017	NJ	East Orange
07018	NJ	East Orange
07022	NJ	Fairview
07026	NJ	Garfield
07029	NJ	Harrison
07047	NJ	North Bergen
07050	NJ	Orange
07055	NJ	Passaic
07060	NJ	Plainfield
07062	NJ	Plainfield
07087	NJ	Union City
07093	NJ	West New York
07102	NJ	Newark
07103	NJ	Newark
07104	NJ	Newark
07105	NJ	Newark
07106	NJ	Newark
07107	NJ	Newark
07108	NJ	Newark
07111	NJ	Irvington
07112	NJ	Newark
07114	NJ	Newark
07201	NJ	Elizabeth
07202	NJ	Elizabeth
07206	NJ	Elizabethport
07208	NJ	Elizabeth
07304	NJ	Jersey City
07305	NJ	Jersey City
07306	NJ	Jersey City
07307	NJ	Jersey City
07310	NJ	Jersey City

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

## PLA Exhibit C - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate

(Zip codes within ~100 mile radius of NYC)

Zip Code	State	City or Town
07501	NJ	Paterson
07502	NJ	Paterson
07503	NJ	Paterson
07504	NJ	Paterson
07505	NJ	Paterson
07513	NJ	Paterson
07514	NJ	Paterson
07522	NJ	Paterson
07524	NJ	Paterson
07608	NJ	Teterboro
07703	NJ	Fort Monmouth
07712	NJ	Asbury Park
07727	NJ	Farmingdale
07734	NJ	Keansburg
07740	NJ	Long Branch
07820	NJ	Allamuchy
07939	NJ	Lyons
08031	NJ	Bellmawr
08045	NJ	Lawnside
08095	NJ	Winslow
08102	NJ	Camden
08103	NJ	Camden
08104	NJ	Camden
08105	NJ	Camden
08110	NJ	Pennsauken
08217	NJ	Elwood
08224	NJ	New Gretna
08608	NJ	Trenton
08609	NJ	Trenton
08611	NJ	Trenton
08618	NJ	Trenton
08638	NJ	Trenton
08701	NJ	Lakewood
08751	NJ	Seaside Heights
08808	NJ	Broadway
08861	NJ	Perth Amboy
08901	NJ	New Brunswick
10545	NY	Maryknoll
10550	NY	Mount Vernon
10601	NY	White Plains
10701	NY	Yonkers
10703	NY	Yonkers
10705	NY	Yonkers
10801	NY	New Rochelle
10927	NY	Haverstraw
10932	NY	Howells
10940	NY	Middletown
10950	NY	Monroe
10952	NY	Monsey
10963	NY	Otisville
10977	NY	Spring Valley

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

## PLA Exhibit C - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate  
(Zip codes within ~100 mile radius of NYC)

Zip Code	State	City or Town
11096	NY	Inwood
11550	NY	Hempstead
11556	NY	Uniondale
11713	NY	Bellport
11798	NY	Wyandanch
11951	NY	Mastic Beach
11970	NY	South Jamesport
12401	NY	Kingston
12416	NY	Chichester
12419	NY	Cottekill
12427	NY	Elka Park
12428	NY	Ellenville
12432	NY	Glasco
12457	NY	Mount Tremper
12475	NY	Ruby
12489	NY	Wawarsing
12490	NY	West Camp
12491	NY	West Hurley
12516	NY	Copake
12550	NY	Newburgh
12561	NY	New Paltz
12583	NY	Tivoli
12589	NY	Wallkill
12594	NY	Wingdale
12601	NY	Poughkeepsie
12701	NY	Monticello
12725	NY	Claryville
12729	NY	Cuddebackville
12732	NY	Eldred
12733	NY	Fallsburg
12743	NY	Highland Lake
12747	NY	Hurleyville
12749	NY	Kauneonga Lake
12751	NY	Kiamesha Lake
12754	NY	Liberty
12758	NY	Livingston Manor
12759	NY	Loch Sheldrake
12762	NY	Mongaup Valley
12763	NY	Mountain Dale
12779	NY	South Fallsburg
12780	NY	Sparrow Bush
19007	PA	Bristol
19123	PA	Philadelphia
19125	PA	Philadelphia
19134	PA	Philadelphia
19135	PA	Philadelphia
19136	PA	Philadelphia
19137	PA	Philadelphia

Data Source: 2013-2017 American Community Survey 5-year estimates

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## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**EXHIBIT "D"**  
**MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING**, entered into as of \_\_\_\_\_, between the City of New York ("City") with an office located at City Hall, New York, NY 10007, the Building and Construction Trades Council of Greater New York and Vicinity ("BCTC"), on its behalf and on behalf of its affiliated unions, with its principal place of business located at 350 West 31st Street, New York, NY 10001, and the Building Trade Employers' Association of New York City ("BTEA"), on its behalf and on behalf of its affiliated contractors, with its principal place of business located at 1325 Avenue of the Americas, New York, NY 10019.

WHEREAS, since 2009, the City, the BCTC, and the BTEA have entered into Memoranda of Understanding (each an "MOU"), contemporaneous to the City entering to Project Labor Agreements with the BCTC (each a "PLA"), setting goals on new apprenticeship opportunities for graduates of direct entry pre-apprenticeship programs for low-income New Yorkers, minorities, high school students, women, veterans, NYCHA residents, and qualified employees of Minority- and Women-Owned Business Enterprises ("M/WBEs") that become signatory to the union, and have provided increased opportunities for New Yorkers to have access to good union construction careers;

WHEREAS, in 2014, the City and the BCTC entered into an MOU related to the New York City Build It Back Program and committed to encourage contractors and subcontractors to employ Sandy-impacted residents and for the City and the BCTC to work together with community-based organizations to recruit and train New York City residents, with an emphasis on Sandy-impacted low income residents;

WHEREAS, the BCTC and the BTEA committed to: (i) promote the representation of veterans, women, high school graduates of the City's public schools, and New Yorkers in need of economic opportunity in apprenticeship programs jointly sponsored by BCTC unions and BTEA contractors, and (ii) improve workforce training and development for entrance into the construction industry;

WHEREAS, in 2014, the City of New York issued *Career Pathways: One City Working Together*, with a commitment to maximize local job opportunities through the City's contracts, and as such the City is committed to ensuring that low-income New Yorkers have access to the good jobs and careers that are created through the City's capital investments and through this MOU and contemporaneous PLA, the City the BCTC, and with the cooperation of the BTEA contractors can connect low-income New Yorkers to good prevailing wage construction careers;

WHEREAS, through this MOU and contemporaneous PLAs, the City, the BCTC, and the BTEA commit to recruiting in low-income communities, providing opportunities through pre-apprenticeship and apprenticeship programs for access to construction careers, and ensuring residents of low-income communities, including apprentices, are provided opportunities to work on publicly-funded and -assisted construction projects;

WHEREAS, pursuant to Local Law 1 of 2013, the City is also committed to its M/WBE program, and in partnership with the M/WBE Leadership Association seeks to encourage eligible companies to certify as M/WBEs, and provides a wide range of training and technical assistance to build the capacity of its certified companies to bid successfully for the City's contracts and subcontracts;

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

WHEREAS, an important element in the success of pre-apprenticeship and apprenticeship programs, as well as in creating work opportunities for contractors and sub-contractors in New York City, is the availability of work on publicly funded and assisted projects; and

WHEREAS, the parties to this MOU desire to publicly state their intentions with respect to apprenticeship programs and the creation of contracting and other economic opportunities in the construction industry.

**NOW, THEREFORE**, the City, the BCTC, and the BTEA state as follows:

**1. Scope. This MOU:**

- a.** States the intentions of the City, the BCTC, and the BTEA regarding:
  - a. the provision of opportunities in apprenticeship programs jointly sponsored by BCTC unions and BTEA contractors;
  - b. the City's application of apprenticeship requirements in City construction contracts from the time of execution through December 31, 2024;
  - c. the joint goal of the City, the BCTC, and the BTEA to create employment opportunities, including apprenticeships, in the construction industry; and

**b.** Shall terminate on December 31, 2024

- 2.** To facilitate the commitments set forth in this MOU, each Local Union shall designate a HireNYC Construction Careers lead representative to work in partnership with the Mayor's Office of Workforce Development ("WKDEV") to implement these workforce and apprenticeship provisions within the union and across City construction contracts.
- 3.** The BCTC and the BTEA shall work collaboratively with the City to reserve at least 500 new apprenticeship positions each calendar year through both the general recruitment and direct entry programs for New York City residents living in zip codes where at least 15% of the individuals in such zip code are below the federal poverty rate and NYCHA residents regardless of zip code.
- 4.** The BCTC and BTEA shall work collaboratively with the City to reserve new apprenticeship positions each year for direct entry.
  - a.** New York State Department of Labor ("NYSDOL") approved Direct Entry programs may be used by sponsors of Registered Apprenticeship programs as another way to bring apprentices into their programs. It is a tool to help sponsors reach underrepresented populations. Direct Entry provides individuals who successfully complete an apprenticeship preparation program, and who meet the minimum requirements for a NYS Registered Apprenticeship program, with the direct opportunity for an interview with the

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

sponsor of a program bypassing the general recruitment scheduled for the Apprentices Programs.

5. Apprenticeship programs jointly sponsored by Local Unions and employers affiliated with the BTEA shall, subject to approval by the NYSDOL and to the extent consistent with applicable consent decrees, court orders or similar mandates, reserve up to the following percentages of their new apprenticeships (some apprentices may be counted in more than one category) for direct entry each year:
- a. 20% for graduates of New York City public high school who have completed pre-apprenticeship training provided by The Edward J. Malloy Initiative for Construction Skills ("C-SKILLS");
  - b. 10% for veterans of the U.S. Armed Forces who are referred by New York City Helmets to Hardhats ("NYC H2H"), provided, however, that any veterans whose qualifications allow them to enter unions as journeypersons shall be counted toward the fulfillment of this percentage;
  - c. 15% for women who have completed pre-apprenticeship training provided by Nontraditional Employment for Women ("NEW");
  - d. 10% for NYCHA and Section 8 residents who have completed pre-apprenticeship training provided by C-SKILLS, NEW, the NYCHA Resident Training Academy ("NRTA"), or Pathways to Apprenticeships ("P2A");
  - e. 10% for justice-involved individuals who have completed pre-apprenticeship training provided by C-SKILLS, NEW, NRTA, or P2A; and
  - f. 5% for qualified employees of certified minority- and women-owned business enterprises and other employers not signatory to collective bargaining agreements of unions affiliated with the BCTC which become signatory to such collective bargaining agreements, provided, however, that any such employees whose qualifications allow them to enter unions as journeypersons shall be counted toward the fulfillment of this percentage.
6. To help reach the goals set forth in paragraph 3, 4, and 5, the City, the BCTC and the BTEA will work cooperatively to identify and pursue appropriate sources of public and private funds and resources, as needed, to provide pre-apprenticeship training scaled to support the goals targeting at least seven hundred (700) pre-apprenticeship positions cumulatively for all above named direct entry programs each year. The City will help coordinate recruitment within the zip codes and target populations identified in paragraphs 3, 4 and 5.
7. The goals in Paragraphs 3, 4, and 5 are aggregate goals for apprenticeship programs jointly sponsored by the Local Unions and BTEA contractors to achieve on an annual basis through their general recruitments and direct entry programs. The City recognizes that different apprenticeship programs face different circumstances and

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

have varying capacities to meet the percentages set forth in each category; notwithstanding that, the BCTC and the BTEA agree to encourage and support meeting the goals in Paragraphs 3, 4, and 5, and to work with apprenticeship programs jointly sponsored by their affiliated unions and contractors to take affirmative steps to achieve that goal.

8. The City, BCTC, and BTEA acknowledge that on federally funded projects NYCHA, and the City on certain federally funded projects, must comply with Executive Order 11246 and federal regulations contained at 24 CFR Part 135 ("Section 3") regarding efforts to employ residents of NYCHA developments and other Section 3 populations.
9. The City, the BCTC, and the BTEA will jointly seek any necessary waivers from NYSDOL with respect to direct entry goals for the joint apprentice programs, as well as jointly support and encourage 100% participation of all affiliated joint apprentice programs.

10. Reporting.

- a. Each Local Union shall provide, or cause to be provided by their Apprentice Directors, copies of the following reports to WKDEV within thirty (30) days of the submission to NYSDOL:
  - i. *Apprentice Training Recruitment Notification and Minimum Qualifications (AT 505)* submissions to NYSDOL;
  - ii. *Apprentice Training Program Affirmative Action Plan (AT 603)* submissions to NYSDOL; and
  - iii. *Apprenticeship Agreement (AT 401)* submissions to NYSDOL.
- b. Pre-apprenticeship programs funded in part by the City will provide quarterly reports, beginning at the end of the first quarter after the first class is held, to the WKDEV with detailed information as required by NYC's Workforce Common Metrics reporting for all individuals trained in all classes.
- c. On an annual basis, beginning on January 1, 2021, the City shall provide an electronic report to the BCTC that contains a list of contracts registered in the previous full fiscal year that were subject to either a City Project Labor Agreement or the Apprenticeship Directive. Such list shall contain the following for each contract:
  - i. contracting agency
  - ii. contract name;
  - iii. prime contractor name;
  - iv. registered dollar amount; and
  - v. date of registration.
- d. Upon mutual agreement, the parties may modify these reporting requirements, as needed.



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11. **City of New York Apprenticeship Directive.** As a means of expanding the pool of work available to apprentices and graduates of state-approved apprenticeship programs providing opportunities to the groups of individuals designated in Paragraphs 3 and 5 above, the City states its intention to implement, as may be amended from time to time, the Directive, attached as Exhibit A. The Directive directs City agencies, for construction contracts where either (i) the cost estimate of the contract exceeds \$3 million, or (ii) the cost estimate of the contract exceeds \$2 million on a project with a cost estimate of at least \$5 million, and for such other contracts as the bidding agency determines to be appropriate, to require the contractor and any of its subcontractors with subcontracts worth at least \$2 million to have apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor, and shall have passed any required probationary period and recertification established by the New York State DOL.
12. The City shall include a statement concerning the applicability of the Directive in every City Record notice of the solicitation or award of a contract for a public works project. Within five (5) days of the issuance of any waiver from the apprenticeship requirement, the City shall notify the BCTC and the BTEA, in writing or electronically, of the granting of such waiver and the reasons therefore.
13. The City, the BCTC, and the BTEA look forward to working together and with the contractor community in a spirit of cooperation and good will toward the goal that all New Yorkers from diverse backgrounds, particularly minorities, women, returning veterans, recent public high school graduates, NYCHA residents, individuals in need of economic opportunity, and justice-involved individuals, are well-prepared for participation in the workforce and can gain access to good careers in the construction industry, in both the private and public sectors.

For the City of New York

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

First Deputy Mayor, Dean Fuleihan

For Building and Construction Trades Council of Greater New York and Vicinity

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

Gary LaBarbera, President

For Building Trades Employers' Association of New York City

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

Louis J. Coletti, President & CEO

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

3. The Parties agree to make a good faith effort to resolve any other privacy concern of Project Personnel regarding this Policy, provided that any such concerns do not interfere with the purpose of this Policy.

### **ARTICLE 4 – GRIEVANCE**

#### **SECTION 4.1 - REPRESENTED WORKERS**

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

#### **SECTION 4.2 - HOLD HARMLESS**

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

**IN WITNESS WHEREOF** the parties have agreed to this Policy as of \_\_\_\_\_, 20\_\_.

FOR [CONSTRUCTION MANAGER]

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

Name: [INSERT NAME] \_\_\_\_\_

Title: [INSERT TITLE] \_\_\_\_\_

FOR GREATER NEW YORK CITY BUILDING TRADES COUNCIL

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

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

Title: President

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**SCHEDULE “B” - DRUG AND ALCOHOL POLICY****PREAMBLE**

**WHEREAS**, [CONSTRUCTION MANAGER] (“Construction Manager”), for the construction project located at [PROJECT ADDRESS] (“Project”) desires to provide for a safe, drug and alcohol-free work site for the Project;

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

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

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

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

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

**ARTICLE 1 - PARTIES**

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

**ARTICLE 2-GENERAL CONDITIONS****SECTION 2.1 - SUMMARY**

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

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

**SECTION 2.2 - REVOCATION OF PROJECT ACCESS PRIVILEGES**

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

1. An individual is found selling or using drugs or alcohol, or otherwise is under the influence of drugs or alcohol, subject to the other terms of this Policy, on a Project Site;
2. An individual has been convicted under any criminal drug or alcohol

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

statute for a violation occurring in the workplace within the past two years;

3. An individual who refuses to abide by the Projects' drug and alcohol policy, or refuses to submit to a test in accordance with this Policy;
4. An individual who switches, adulterates, or in any way tampers with a specimen required to be submitted in accordance with this Policy.

**SECTION 2.3 - DEFINITIONS**

Confirmed Positive Test: The presence of drugs, drug metabolites, or alcohol in a person's body that equals or exceeds the established cut off levels as defined in Exhibit 1. For drugs, the sample will have undergone Laboratory screening and confirmation testing and must have been verified as positive by a Medical Review Officer. A positive test result for alcohol obtained through Evidential Breath Testing is considered a Confirmed Positive Test.

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

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

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

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

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

Project Site: The construction area for respective Project.

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

**SECTION 2.4 - INCLUDED SUBJECTS**

This Policy shall cover all employees of the Owner, Construction Manager and Project

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

**SECTION 2.5 - EXCLUDED SUBJECTS**

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

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

**SECTION 2.6 - PRESCRIPTION AND NON-PRESCRIPTION DRUGS**

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

**SECTION 2.7 - SEARCHES**

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

**ARTICLE 3 - DRUG & ALCOHOL TESTING****SECTION 3.1 - COLLECTION PROCESS**

As of the execution date of this PLA, Project Personnel may be required to submit urine samples ("Preliminary Drug Screening") for the purpose of detecting the presence of drugs as part of the random, post-accident or reasonable suspicion testing, in accordance with

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chain of custody protocols as established by Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing an instant result test cup for Preliminary Drug Screenings, such testing is to be performed on-site by an independent service provider. The results from the instant result test cup will be considered preliminary. The sample will be sent to a SAMHSA certified testing laboratory for confirmation.

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

**SECTION 3.2 - NEGATIVE PRELIMINARY DRUG SCREENING**

Project Personnel with a negative Preliminary Drug Screening will be considered conditionally accepted for Project site access, pending confirming laboratory results. Site access privileges will be revoked if the subsequent laboratory results determine that the sample has tested positive for drugs or that the sample has been adulterated.

**SECTION 3.3 POSITIVE PRELIMINARY DRUG SCREENING**

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

**SECTION 3.4 CONFIRMED POSITIVE TEST RESULTS****A. POSITIVE DRUG TEST**

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

**B. POSITIVE EBT**

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

**C. REINSTATEMENT OF SITE ACCESS PRIVILEGES**

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

1. The individual has provided proof of wellness from an accredited rehabilitation



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facility or has provided proof that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse.

2. A current drug and alcohol test is obtained within three (3) days of the request for re-access to the site and proof of a negative test result has been received; and
3. The individual agrees to submit to multiple testing for two (2) full years from the date of gaining re-access to the project, the scheduling of which will be determined at the sole discretion of the Construction Manager. If all of these conditions have been met, the Construction Manager agrees that it will not unreasonably withhold their consent to any such request.

(b) Unlawful possession, concealment, use, purchase, sale, manufacture, dispensation or distribution of illegal drugs or un-prescribed controlled substances on the Project site will subject the Project Personnel Employee to immediate removal from the Project site and shall bar such Project Personnel Employee from returning for a minimum of three (3) months, which return shall, in any event, be subject to the reasonable approval by Construction Manager.

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

**SECTION 3.5 - RANDOM TESTING**

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

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

**SECTION 3.6 - POST ACCIDENT TESTING**

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

In addition, any Project Personnel involved in a non-injury related incident at a Project Site

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with damages at or in excess of \$200 will be required to submit to a drug and/or alcohol test unless:

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

**SECTION 3.7 - REASONABLE SUSPICION TESTING**

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

Reasonable suspicion includes, without limitation, the following:

- A. Violent or irrational behavior;
- B. Emotional or physical unsteadiness;
- C. Sensory or motor-skill malfunctions;
- D. Slurred speech;
- E. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators;
- F. Possession of alcohol, unauthorized drugs or drug paraphernalia; or
- G. Documented evidence of an independent investigation regarding Project Personnel's consumption of what is reasonably believed to be an alcoholic beverage or drugs in violation of the Project's policies and/or this Policy.

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

**SECTION 3.8 - PRIVACY CONSIDERATIONS**

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

- 1. The testing station(s) shall be screened off, or otherwise closed off from public view.
- 2. All documents and information regarding the testing, including test results, shall be maintained by the respective custodian(s) of record in accordance with their respective privacy policies, which any Project Personnel shall be entitled to review upon timely request.



## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**EXHIBIT 1****CLASS OF DRUGS TESTED AND THEIR RESPECTIVE CUT-OFF LIMITS**

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

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

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

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

Alcohol Screening

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

If the results of the EBT are:

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

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

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

**ADULT SHELTER SITES**

1.	85 Lexington Avenue Women's Shelter	85 Lexington Ave., Brooklyn
2.	Atlantic Avenue Armory	1322 Bedford Avenue, Brooklyn
3.	Barbara Kleinman Residence	300 Skillman Avenue, Brooklyn
4.	Bellevue	400 E. 30 <sup>th</sup> Street, Manhattan
5.	Borden	21-10 Borden Avenue, Queens
6.	Brownsville Women's Center	357 Saratoga Ave., Brooklyn
7.	Charles Gay Complex -Clarke Thomas	1 Keener Building
8.	Charles Gay Complex- Keener	64 Sunken Garden Loop
9.	Charles Gay Complex- Schwartz	65 Charles Gay Loop
10.	Commonwealth (SRO)	1150 Commonwealth Avenue, Bronx
11.	East 3 <sup>rd</sup> Street Shelter	282 E. 3rd Street, Manhattan
12.	Forbell Shelter	338 Forbell Street, Brooklyn
13.	Fort Washington Armory	216 Fort Washington Avenue, Manhattan
14.	Franklin Armory	1122 Franklin Avenue, Bronx
15.	Harlem I	2960 Frederick Douglass Boulevard, Manhattan
16.	HELP Women's Center	116 Williams Avenue, Brooklyn
17.	George Daly House	269 East 4 <sup>th</sup> Street, Manhattan
18.	Kenton Hall	333 Bowery, Manhattan
19.	Manhattan Bowery	8 East Third Street, Manhattan.
20.	East NY SRO	1381 East New York Avenue, Brooklyn
21.	Mount Eden (SRO)	50 West Mount Eden Avenue, Bronx
22.	New Providence	215-225 E. 45 <sup>th</sup> Street, Manhattan
23.	Pamoja House	357 Sumner Avenue, Brooklyn
24.	Park Avenue Armory	643 Park Avenue, Manhattan
25.	Park Slope Armory	1402 Eighth Avenue, Brooklyn
26.	SCCW Central	350 Lafayette Street, Manhattan
27.	Veterans SRO	22 East 119 <sup>th</sup> Street, Manhattan
28.	Webster (SRO)	1075 Webster Avenue, Bronx
29.	Willow Women's Shelter	781 East 135 <sup>th</sup> Street, Bronx
30.	Linden Family Residence	501 New Lots Avenue, Brooklyn
31.	Auburn Assessment	39 Auburn Place, Brooklyn

**FAMILY SHELTER SITES**

1.	Briarwood Family Residence	80-20 134 <sup>th</sup> Street, Queens	
2.	Bushwick Family Shelter	1675 Broadway, Brooklyn	
3.	Dean Street Family Shelter	2155 Dean Street, Brooklyn	
4.	Fanny Barnes Family Residence	829 Saratoga Avenue, Brooklyn	
5.	Flatlands Family Residence	108-75 Avenue D, Brooklyn	
6.	HELP 1	515 Blake Avenue, Brooklyn	(Closed)
7.	Hospitality Houses	100 Central Ave. Staten Island	
8.	Jackson Family Residence	691 East 138 <sup>th</sup> Street, Bronx	
9.	Jamaica Assessment Center	175-10 88 <sup>th</sup> Ave., Queens	
10.	Jennie Clark Residence	179-191 East 100 Street, Manhattan	
11.	Life	78 Catherine Street, Manhattan	
12.	Nelson Avenue Family Residence	1605-1611 Nelson Avenue, Bronx	
13.	PATH	151 East 151 <sup>st</sup> Street, Bronx	
14.	Powers Family (Overnight)	346 Powers Avenue, Bronx	
15.	Regent Family Residence	2720 Broadway, Manhattan	
16.	Rose McCarthy Family Residency	882-900 Dumont Avenue, Brooklyn	
17.	Seneca Annex	999 Freeman Street, Bronx	
18.	Seneca Houses	1215-25 Seneca Avenue, Bronx	
19.	Springfield Gardens Family Residence	146-80 Guy Brewer Blvd., Queens	
20.	Stockholm Street Family Residence	99-103 Stockholm Street, Brooklyn	
21.	University Avenue Residence	1041-51 University Avenue, Bronx	
22.	Urban Family Center	130 Baruch Place, Manhattan	
23.	McDonough Residence	771-775 McDonough Street, Brooklyn	
24.	HELP Bronx Morris	285 East 171 <sup>st</sup> Street Bronx, New York 10457	

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE****LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS**

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to New York Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to Labor Law section 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

Pursuant to Labor Law § 220 (3-a) (a), the appropriate schedule of prevailing wages and benefits must be posted in a prominent and accessible place at all public work sites along with the Construction Poster provided on our web site at [comptroller.nyc.gov/wages](http://comptroller.nyc.gov/wages). In addition, covered employees must be given the appropriate schedule of prevailing wages and benefits along with the Worker Notice provided on our web site at the time the public work project begins, and with the first paycheck to each such employee after July first of each year.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site [comptroller.nyc.gov/wages](http://comptroller.nyc.gov/wages). Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site [comptroller.nyc.gov/wages](http://comptroller.nyc.gov/wages).

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement (“PLA”) in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA’s pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor’s Office of Contract Services (MOCS) web page at:

<https://www1.nyc.gov/site/mocs/legal-forms/project-labor-agreements.page>

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project’s pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee’s hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller’s Office does not enforce these laws or agreements.

**Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.**

**Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.**

For more information, please refer to the Comptroller’s Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at [comptroller.nyc.gov/wages](http://comptroller.nyc.gov/wages).

**Wasył Kinach, P.E.**  
Director of Classifications  
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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## **ASBESTOS HANDLER SEE HAZARDOUS MATERIAL HANDLER**

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### **BLASTER**

#### **Blaster**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$56.21**

Supplemental Benefit Rate per Hour: **\$46.63**

#### **Blaster- Hydraulic Trac Drill**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.35**

Supplemental Benefit Rate per Hour: **\$46.63**

#### **Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.52**

Supplemental Benefit Rate per Hour: **\$46.63**

#### **Blaster - Journeyperson**

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.00**

Supplemental Benefit Rate per Hour: **\$46.63**

#### **Blaster - Magazine Keepers: (Watch Person)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$21.50**

Supplemental Benefit Rate per Hour: **\$46.63**

#### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

## Paid Holidays

Labor Day  
Thanksgiving Day

## Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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# BOILERMAKER

## Boilermaker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$61.24

Supplemental Benefit Rate per Hour: \$45.62

Supplemental Note: For time and one half overtime - \$67.98 For double overtime - \$90.34

## Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).  
Labor Day

## **Paid Holidays**

Good Friday  
Day after Thanksgiving  
Day before Christmas  
Day before New Year's Day

## **Shift Rates**

On jobs requiring two (2) or three (3) shifts, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars (\$2.00) per hour. The third shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars and twenty-five cents (\$2.25) per hour.

(Local #5)

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## **BRICKLAYER**

### **Bricklayer**

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: \$56.32  
Supplemental Benefit Rate per Hour: \$33.11

### **Overtime Description**

Time and one half the regular rate after a 7 hour day. If working on a job that is predominately Pointer, Cleaner, Caulker work, then Time and one half the regular rate after an 8 hour day.

### **Overtime**

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
New Year's Day  
President's Day  
Memorial Day  
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Labor Day  
Thanksgiving Day  
Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

The second shift wage rate shall be a 15% wage premium with no premium for supplemental benefits. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.

(Bricklayer District Council)

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# **CARPENTER - BUILDING COMMERCIAL**

## **Building Commercial**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.00**

Supplemental Benefit Rate per Hour: **\$46.88**

## **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

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## **CARPENTER - HEAVY CONSTRUCTION WORK**

**(Construction of Engineered Structures and Building Foundations including all form work)**

### **Heavy Construction Work**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.93**

Supplemental Benefit Rate per Hour: **\$52.49**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

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## **CARPENTER - HIGH RISE CONCRETE FORMS** **(Excludes Engineered Structures and Building Foundations)**

### **Carpenter High Rise A**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.78**

Supplemental Benefit Rate per Hour: **\$43.44**

### **Carpenter High Rise B**

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.19**

Supplemental Benefit Rate per Hour: **\$16.75**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

The second shift wage rate shall be 113% of the straight time hourly wage rate. However, any shift beginning after 5:00 P.M. shall be paid at time and one half the regular hourly rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

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## **CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST**

### **Carpenter - Hod Hoist**

(Assisted by Mason Tender)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$51.50**

Supplemental Benefit Rate per Hour: **\$46.15**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

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## CARPENTER - WOOD WATER STORAGE TANK

### Tank Mechanic

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$35.21**

Supplemental Benefit Rate per Hour: **\$21.03**

### Tank Helper

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$27.97**

Supplemental Benefit Rate per Hour: **\$21.03**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

### Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

1/2 day on Christmas Eve if work is performed in the A.M.

Christmas Day

1/2 day on New Year's Eve if work is performed in the A.M.

### Vacation

Employed for one (1) year.....one (1) week vacation (40 hours)

Employed for three (3) years.....two (2) weeks vacation (80 hours)

Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

### SICK LEAVE:

Two (2) sick days after being employed for twenty (20) years.

(Carpenters District Council)

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## **CEMENT & CONCRETE WORKER**

### **Cement & Concrete Worker**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.28**

Supplemental Benefit Rate per Hour: **\$29.20**

Supplemental Note: \$32.70 on Saturdays; \$36.20 on Sundays & Holidays

### **Cement & Concrete Worker - (Hired after 2/6/2016)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$34.80**

Supplemental Benefit Rate per Hour: **\$21.20**

Supplemental Note: \$22.70 on Saturdays; \$24.20 on Sundays & Holidays

### **Overtime Description**

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

### **Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day before Christmas Day

1/2 day before New Year's Day

### **Shift Rates**

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

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## **CEMENT MASON**

### **Cement Mason**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.97**

Supplemental Benefit Rate per Hour: **\$40.56**

Supplemental Note: Supplemental benefit time and one half rate: \$71.19; Double time rate: double the base supplemental benefit rate.

### **Overtime Description**

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday. Four Days a week at Ten (10) hours straight time is allowed.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

### **Shift Rates**

For off shift work, (at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

(Local #780) (BCA)

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## **CORE DRILLER**

### **Core Driller**

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$41.19**

Supplemental Benefit Rate per Hour: **\$27.95**

**Core Driller Helper**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$32.62**

Supplemental Benefit Rate per Hour: **\$27.95**

**Core Driller Helper(Third year in the industry)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.36**

Supplemental Benefit Rate per Hour: **\$27.95**

**Core Driller Helper (Second year in the industry)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.10**

Supplemental Benefit Rate per Hour: **\$27.95**

**Core Driller Helper (First year in the industry)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.83**

Supplemental Benefit Rate per Hour: **\$27.95**

**Overtime Description**

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Shift Rates**

When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

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## **DERRICKPERSON AND RIGGER**

### **Derrick Person & Rigger**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$53.13**

Supplemental Benefit Rate per Hour: **\$54.60**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$56.02 - For work performed in Staten Island.

### **Derrick Person & Rigger - Site Work**

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.02**

Supplemental Benefit Rate per Hour: **\$43.12**

### **Overtime Description**

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

### **Overtime**

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

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## **DIVER**

### **Diver (Marine)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.80**

Supplemental Benefit Rate per Hour: **\$52.49**

### **Diver Tender (Marine)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.34**

Supplemental Benefit Rate per Hour: **\$52.49**

## **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

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## **DOCKBUILDER - PILE DRIVER**

### **Dockbuilder - Pile Driver**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.93**

Supplemental Benefit Rate per Hour: **\$52.49**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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## **DRIVER: TRUCK (TEAMSTER)**

### **Driver - Dump Truck**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$41.18**

Supplemental Benefit Rate per Hour: **\$49.65**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$22.08; at double time rate - \$29.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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### **Driver - Tractor Trailer**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.06**

Supplemental Benefit Rate per Hour: **\$50.56**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$21.61; at double time rate - \$28.82

### **Driver - Euclid & Turnapull Operator**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.62**

Supplemental Benefit Rate per Hour: **\$50.56**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$21.61; at double time rate - \$28.82

### **Overtime Description**

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Shift Rates**

Off shift work commencing between 6:00 P.M. and 4:30 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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## **Driver Redi-Mix (Sand & Gravel)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$45.52**

Supplemental Note: Over 40 hours worked: time and one half rate \$16.78; double time rate \$22.37

## **Overtime Description**

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

## **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

President's Day

Columbus Day

Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

## **Paid Holiday**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

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## **ELECTRICIAN**

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

### **Electrician "A" (Single Shift / First Shift)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$58.00**

Supplemental Benefit Rate per Hour: **\$58.46**

### **Electrician "A" (Single Shift Overtime after 7 hrs / First Shift Overtime after 8 hrs)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$87.00**

Supplemental Benefit Rate per Hour: **\$62.12**

### **Electrician "A" (Second Shift)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$68.05**

Supplemental Benefit Rate per Hour: **\$66.61**

### **Electrician "A" (Second Shift Overtime after 7.5 hours)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$102.08**

Supplemental Benefit Rate per Hour: **\$70.91**

### **Electrician "A" (Third Shift)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.23**

Supplemental Benefit Rate per Hour: **\$73.47**

### **Electrician "A" (Third Shift Overtime after 7 hours)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$114.35**

Supplemental Benefit Rate per Hour: **\$78.28**

## **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

## **Overtime Holidays**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for work on a holiday.

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

When two (2) or three (3) shifts are worked for at least five days, the above shift rates apply.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$25.46.

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## **Electrician "M" (First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$30.50**

Supplemental Benefit Rate per Hour: **\$24.45**

First and Second Year "M" Wage Rate Per Hour: \$26.00

First and Second Year "M" Supplemental Rate: \$22.06

## **Electrician "M" (Overtime After First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.75**

Supplemental Benefit Rate per Hour: **\$26.38**

First and Second Year "M" Wage Rate Per Hour: \$39.00

First and Second Year "M" Supplemental Rate: \$23.70

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

## Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## Paid Holidays

None

(Local #3)

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## ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

### Alarm Technician

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$33.90**

Supplemental Benefit Rate per Hour: **\$18.43**

Supplemental Note: \$16.80 only after 8 hours worked in a day

### Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Sunday.

## **Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## **Shift Rates**

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:30 A.M.

## **Vacation**

At least 1 year of employment.....ten (10) days  
5 years or more of employment.....fifteen (15) days  
10 years of employment.....twenty (20) days  
Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

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# **ELECTRICIAN-STREET LIGHTING WORKER**

## **Electrician - Electro Pole Electrician**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$58.00**

Supplemental Benefit Rate per Hour: **\$60.43**

## **Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.16**

Supplemental Benefit Rate per Hour: **\$44.83**

## **Electrician - Electro Pole Maintainer**

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$37.11**

Supplemental Benefit Rate per Hour: **\$40.34**

### Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

(Local #3)

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## ELEVATOR CONSTRUCTOR

### Elevator Constructor

Effective Period: 7/1/2020 - 3/16/2021

Wage Rate per Hour: **\$69.56**

Supplemental Benefit Rate per Hour: **\$37.47**

Effective Period: 3/17/2021 - 6/30/2021

Wage Rate per Hour: **\$72.29**

Supplemental Benefit Rate per Hour: **\$38.29**

### Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

## Overtime

Double time the regular rate for work on the following holiday(s).

## Paid Holidays

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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# ELEVATOR REPAIR & MAINTENANCE

## Elevator Service/Modernization Mechanic

Effective Period: 7/1/2020 - 3/16/2021

Wage Rate per Hour: **\$54.56**

Supplemental Benefit Rate per Hour: **\$37.37**

Effective Period: 3/17/2021 - 6/30/2021

Wage Rate per Hour: **\$56.77**

Supplemental Benefit Rate per Hour: **\$38.19**

## Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Time and one half the regular rate for work on a holiday plus the day's pay.

## **Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## **Shift Rates**

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

## **Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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# **ENGINEER**

## **Engineer - Heavy Construction Operating Engineer I**

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$72.93**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$116.69**

## **Engineer - Heavy Construction Operating Engineer II**

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.74**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$113.18**

### **Engineer - Heavy Construction Operating Engineer III**

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$67.06**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$107.30**

### **Engineer - Heavy Construction Maintenance Engineer I**

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.40**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$112.64**

### **Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$92.76**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime



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Off-Shift Wage Rate: **\$148.42**

**Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.12**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$73.79**

**Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.34**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$75.74**

**Engineer - Heavy Construction Service Engineer**

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$63.37**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$101.39**

**Engineer - Heavy Construction Service Mechanic**

Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Guniting Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.54**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$69.66**

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$65.31**

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Supplemental Benefit Rate per Hour: **\$39.74**  
Supplemental Note: \$72.08 on overtime  
Off-Shift Wage Rate: **\$104.50**

### **Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: **\$61.05**  
Supplemental Benefit Rate per Hour: **\$39.74**  
Supplemental Note: \$72.08 on overtime  
Off-Shift Wage Rate: **\$97.68**

### **Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: **\$46.18**  
Supplemental Benefit Rate per Hour: **\$39.74**  
Supplemental Note: \$72.08 on overtime  
Off-Shift Wage Rate: **\$73.89**

### **Overtime Description**

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

### **Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

### **Paid Holidays**

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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## **Engineer - Building Work Maintenance Engineers I**

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$62.45**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

## **Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$48.26**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

## **Engineer - Building Work Oilers I**

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$59.33**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

## **Engineer - Building Work Oilers II**

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.78**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

## **Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

## **Overtime**

Double time the regular rate after an 8 hour day.

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Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

## **Paid Holidays**

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

## **Shift Rates**

When two (2) or more shifts are employed, single time will be paid for each shift.

(Local #15)

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# **ENGINEER - CITY SURVEYOR AND CONSULTANT**

## **Party Chief**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.41**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

## **Instrument Person**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$33.13**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

## **Rodperson**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$28.54**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

## **Overtime Description**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

### **Paid Holidays**

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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## **ENGINEER - FIELD (BUILDING CONSTRUCTION) (Construction of Building Projects, Concrete Superstructures, etc.)**

### **Field Engineer - BC Party Chief**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$65.44**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

### **Field Engineer - BC Instrument Person**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.83**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

### **Field Engineer - BC Rodperson**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$32.84**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

### **Overtime Description**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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**ENGINEER - FIELD (HEAVY CONSTRUCTION)**  
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

**Field Engineer - HC Party Chief**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.22**

Supplemental Benefit Rate per Hour: **\$37.55**

Supplemental Note: Overtime benefit rate - \$52.85 per hour (time & one half), \$68.15 per hour (double time).

**Field Engineer - HC Instrument Person**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.96**

Supplemental Benefit Rate per Hour: **\$37.55**

Supplemental Note: Overtime benefit rate - \$52.58 per hour (time & one half), \$68.15 per hour (double time).

**Field Engineer - HC Rodperson**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.94**

Supplemental Benefit Rate per Hour: **\$37.55**

Supplemental Note: Overtime benefit rate - \$52.85 per hour (time & one half), \$68.15 per hour (double time).

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

## Paid Holidays

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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## ENGINEER - FIELD (STEEL ERECTION)

### Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$69.15

Supplemental Benefit Rate per Hour: \$36.01

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

### Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$53.88

Supplemental Benefit Rate per Hour: \$36.01

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

### Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$36.04

Supplemental Benefit Rate per Hour: \$36.01

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

## Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.  
Double time the regular rate for Saturday for work performed in excess of eight hours.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

## Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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## ENGINEER - OPERATING

### Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$84.47**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$135.15**

### Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$87.39**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$139.82**

### Operating Engineer - Road & Heavy Construction III

Mine Hoists (Cranes, etc. when used as Mine Hoists)



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Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$90.15**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$144.24**

**Operating Engineer - Road & Heavy Construction IV**

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$88.02**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$140.83**

**Operating Engineer - Road & Heavy Construction V**

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$86.31**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$138.10**

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$82.08**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$131.33**

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$66.62**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$106.59**

**Operating Engineer - Road & Heavy Construction VIII**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Utility Compressors**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.08**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$65.21**

**Operating Engineer - Road & Heavy Construction IX**

**Horizontal Boring Rig**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$78.15**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **125.04**

**Operating Engineer - Road & Heavy Construction X**

**Elevators (manually operated as personnel hoist).**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$71.97**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$115.15**

**Operating Engineer - Road & Heavy Construction XI**

**Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$56.26**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$90.02**

**Operating Engineer - Road & Heavy Construction XII**

**All Drills and Machines of a similar nature.**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$82.94**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$132.70**

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**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$80.38**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$128.61**

**Operating Engineer - Road & Heavy Construction XIV**

Concrete Mixer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.91**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$123.06**

**Operating Engineer - Road & Heavy Construction XV**

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.41**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$83.86**

**Operating Engineer - Road & Heavy Construction XVI**

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$73.53**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$117.65**

**Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$74.07**

Supplemental Benefit Rate per Hour: **\$32.95**

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Supplemental Note: \$59.95 overtime hours  
Off-Shift Wage Rate: \$118.51

### **Operating Engineer - Road & Heavy Construction XVIII**

Tower Crane

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: \$105.59  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Off-Shift Wage Rate: \$168.94

### **Operating Engineer - Paving I**

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: \$82.08  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Off-Shift Wage Rate: \$131.33

### **Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: \$80.01  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Off-Shift Wage Rate: \$128.02

### **Operating Engineer - Paving III**

Asphalt Plants

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: \$67.92  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Off-Shift Wage Rate: \$108.67

### **Operating Engineer - Concrete I**

Cranes

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: \$87.64

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Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Concrete II**

Compressors

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: **\$52.80**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: **\$70.36**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: **\$90.61**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Off-Shift Wage Rate: **\$144.98**

**Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: **\$87.12**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Off-Shift Wage Rate: **\$139.39**

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2020 - 6/30/2021  
Wage Rate per Hour: **\$52.37**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Off-Shift Wage Rate: **\$83.79**

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**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.93**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$79.89**

**Operating Engineer - Building Work I**

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$69.51**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work II**

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.21**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work III**

Double Drum

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$79.02**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$83.68**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

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### **Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$77.15**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

### **Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.35**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

### **Operating Engineer - Building Work VII**

Rack & Pinion and House Cars

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$60.84**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

For New House Car projects Wage Rate per Hour **\$48.70**

### **Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

### **Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

## **Shift Rates**

When two (2) or more shifts are employed, single time will be paid for each shift.

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

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## **FLOOR COVERER**

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

### **Floor Coverer**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.00**

Supplemental Benefit Rate per Hour: **\$46.88**

## **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's Day

## **Shift Rates**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

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## GLAZIER

### (New Construction, Remodeling, and Alteration)

#### Glazier

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.55**

Supplemental Benefit Rate per Hour: **\$45.34**

Supplemental Note: Supplemental Benefit Overtime Rate: \$68.03

#### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

#### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

#### Paid Holidays

None

#### Shift Rates

Shifts shall be any 8 consecutive hours after the normal working day for which the Glazier shall receive 9 hours pay for 8 hours worked.

(Local #1281)

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## **GLAZIER - REPAIR & MAINTENANCE**

(For the Installation of Glass - All repair and maintenance work on a particular building.)

### **Craft Jurisdiction for repair, maintenance and fabrication**

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non-commercial buildings), Glass tinting.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.02**

Supplemental Benefit Rate per Hour: **\$23.19**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 straight time hours in any work week.

### **Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Local #1281)

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## **HAZARDOUS MATERIAL HANDLER**

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

### **Handler**

Effective Period: 7/1/2020 - 9/6/2020

Wage Rate per Hour: **\$37.50**

Supplemental Benefit Rate per Hour: **\$16.95**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 9/7/2020 - 6/30/2021

Wage Rate per Hour: **\$38.05**

Supplemental Benefit Rate per Hour: **\$17.75**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 straight time hours in any work week.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

### **Paid Holidays**

None

(Local #78 and Local #12A)

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## **HEAT AND FROST INSULATOR**

### **Heat & Frost Insulator**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$62.01**

Supplemental Benefit Rate per Hour: **\$41.16**

### **Overtime Description**

Double time shall be paid for supplemental benefits during overtime work.

8th hour paid at time and one half.

### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Triple time the regular rate for work on the following holiday(s).  
Labor Day

**Paid Holidays**  
None

**Shift Rates**

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied buildings may be worked on weekdays with an increment of one-dollar (\$1.00) per hour and eight (8) hours pay for seven (7) hours worked.

(Local #12) (BCA)

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**HOUSE WRECKER  
(TOTAL DEMOLITION)**

**House Wrecker - Tier A**

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$37.18**

Supplemental Benefit Rate per Hour: **\$30.07**

**House Wrecker - Tier B**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.41**

Supplemental Benefit Rate per Hour: **\$22.48**

**Overtime**

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

(Mason Tenders District Council)

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## IRON WORKER - ORNAMENTAL

### Iron Worker - Ornamental

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$45.65

Supplemental Benefit Rate per Hour: \$57.62

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

### Overtime

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## **Paid Holidays**

None

## **Shift Rates**

When two or three shifts are employed on a job, Monday through Friday, the second and third shift are paid eight and one half (8 ½) hours at the straight time rate for seven (7) hours of work, and ten (10) hours at the straight time rate for eight (8) hours of work. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.

(Local #580)

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## **IRON WORKER - STRUCTURAL**

### **Iron Worker - Structural**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.70**

Supplemental Benefit Rate per Hour: **\$80.82**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### **Overtime Description**

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

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## LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

### Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.00**

Supplemental Benefit Rate per Hour: **\$46.63**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### Paid Holidays

Labor Day

Thanksgiving Day

### Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #731)

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## **LANDSCAPING**

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with Green Infrastructure projects, the planting of street trees and trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

### **Landscaper (Year 6 and above)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$32.80**

Supplemental Benefit Rate per Hour: **\$16.55**

### **Landscaper (Year 3 - 5)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$31.74**

Supplemental Benefit Rate per Hour: **\$16.55**

### **Landscaper (up to 3 years)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.08**

Supplemental Benefit Rate per Hour: **\$16.55**

### **Groundperson**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.08**

Supplemental Benefit Rate per Hour: **\$16.55**

### **Tree Remover / Pruner**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$38.14**

Supplemental Benefit Rate per Hour: **\$16.55**

### **Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$27.48**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$16.55**

**Watering - Plant Maintainer**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.12**

Supplemental Benefit Rate per Hour: **\$16.55**

**Overtime Description**

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Shift Rates**

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

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**MARBLE MECHANIC**

**Marble Setter**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.35**

Supplemental Benefit Rate per Hour: **\$41.26**

**Marble Finisher**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.37**

Supplemental Benefit Rate per Hour: **\$38.71**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## **Marble Polisher**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$41.41**

Supplemental Benefit Rate per Hour: **\$30.93**

## **Marble Maintenance Finisher**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$25.53**

Supplemental Benefit Rate per Hour: **\$13.46**

## **Overtime Description**

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

## **Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## **Paid Holidays**

None

(Local #7)

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# **MASON TENDER**

## **Mason Tender**

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

## Paid Holidays

None

## Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

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# MASON TENDER (INTERIOR DEMOLITION WORKER)

## Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$36.84**

Supplemental Benefit Rate per Hour: **\$24.90**

## Mason Tender Tier B

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.03**

Supplemental Benefit Rate per Hour: **\$19.22**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

(Local #79)

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## **METALLIC LATHER**

### **Metallic Lather**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.25**

Supplemental Benefit Rate per Hour: **\$48.15**

Supplemental Note: For time and one half overtime - \$59.40 For double overtime - \$74.65

### **Overtime Description**

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

### **Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

## **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.  
1/2 day on New Year's Eve if work is performed in the A.M.

## **Shift Rates**

Off-shift work outside of normal working hours shall receive straight time rate plus \$12 per hour for the first seven (7) or eight (8) hours.

(Local #46)

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# **MILLWRIGHT**

## **Millwright**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.70**

Supplemental Benefit Rate per Hour: **\$54.31**

## **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.  
1/2 day on New Year's Eve if work is performed in the A.M.

## **Shift Rates**

Second shift receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.

(Local #740)

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## **MOSAIC MECHANIC**

### **Mosaic Mechanic - Mosaic & Terrazzo Mechanic**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.82**

Supplemental Benefit Rate per Hour: **\$42.73**

### **Mosaic Mechanic - Mosaic & Terrazzo Finisher**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.22**

Supplemental Benefit Rate per Hour: **\$42.73**

### **Mosaic Mechanic - Machine Operator Grinder**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.22**

Supplemental Benefit Rate per Hour: **\$42.73**

## **Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Washington's Birthday  
Good Friday  
Independence Day  
Labor Day  
Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## **Paid Holidays**

None

(Local #7)

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## **PAINTER**

### **Painter - Brush & Roller**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.00**

Supplemental Benefit Rate per Hour: **\$34.70**

Supplemental Note: \$40.99 on overtime

### **Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$34.70**

Supplemental Note: \$ 40.99 on overtime

## **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

## **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

## **Paid Holidays**

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(District Council of Painters #9)

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## **PAINTER - LINE STRIPING (ROADWAY)**

### **Striping - Machine Operator**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$13.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$15.00

### **Lineperson (Thermoplastic)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.00**

Supplemental Benefit Rate per Hour: **\$13.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$15.00

### **Overtime Description**

Time and one half the regular rate for all work in excess of ten (10) straight time hours per day and in excess of forty (40) straight time hours per week.

For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.

### **Overtime**

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

### **Paid Holidays**

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Vacation**

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #1010)

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## **PAINTER - METAL POLISHER**

### **METAL POLISHER**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$31.08**

Supplemental Benefit Rate per Hour: **\$9.59**

### **METAL POLISHER - NEW CONSTRUCTION**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$32.03**

Supplemental Benefit Rate per Hour: **\$9.59**

### **METAL POLISHER - SCAFFOLD OVER 34 FEET**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$34.58**

Supplemental Benefit Rate per Hour: **\$9.59**

### **Overtime Description**

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate. Four Days a week at Ten (10) hours straight time is allowed.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Triple time the regular rate for work on the following holiday(s).

### **Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Christmas Day

Local 8A-28A

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## PAINTER - SIGN

### Sign Painter

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.13**

Supplemental Benefit Rate per Hour: **\$21.13**

### Assistant Sign Painter

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$36.65**

Supplemental Benefit Rate per Hour: **\$19.40**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Vacation

At least 1 year of employment.....1 week

2 years or more of employment.....2 weeks

8 years or more of employment.....3 weeks

(Local #8A-28A)

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## **PAINTER - STRUCTURAL STEEL**

### **Painters on Structural Steel**

Effective Period: 7/1/2020 - 9/30/2020

Wage Rate per Hour: **\$50.25**

Supplemental Benefit Rate per Hour: **\$46.53**

Effective Period: 10/1/2020 - 6/30/2021

Wage Rate per Hour: **\$51.50**

Supplemental Benefit Rate per Hour: **\$48.28**

### **Painter - Power Tool**

Effective Period: 7/1/2020 - 9/30/2020

Wage Rate per Hour: **\$56.25**

Supplemental Benefit Rate per Hour: **\$46.53**

Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Effective Period: 10/1/2020 - 6/30/2021

Wage Rate per Hour: **\$57.50**

Supplemental Benefit Rate per Hour: **\$48.28**

Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

### **Overtime Description**

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift in order to work a second shift.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #806)

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## PAPERHANGER

### Paperhanger

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$36.36**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

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## PAVER AND ROADBUILDER

### Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.35**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

**Supplemental Benefit Rate per Hour: \$46.71**

**Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71**

**Paver & Roadbuilder - Laborer**

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work.

**Effective Period: 7/1/2020 - 6/30/2021**

**Wage Rate per Hour: \$43.48**

**Supplemental Benefit Rate per Hour: \$46.71**

**Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71**

**Production Paver & Roadbuilder - Screed Person**

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

**Effective Period: 7/1/2020 - 6/30/2021**

**Wage Rate per Hour: \$47.95**

**Supplemental Benefit Rate per Hour: \$46.71**

**Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71**

**Production Paver & Roadbuilder - Raker**

**Effective Period: 7/1/2020 - 6/30/2021**

**Wage Rate per Hour: \$47.35**

**Supplemental Benefit Rate per Hour: \$46.71**

**Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71**

**Production Paver & Roadbuilder - Shoveler**

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

**Effective Period: 7/1/2020 - 6/30/2021**

**Wage Rate per Hour: \$43.48**

**Supplemental Benefit Rate per Hour: \$46.71**

**Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71**

**Overtime Description**

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

## Paid Holidays

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

## Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

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## PLASTERER

### Plasterer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$45.73

Supplemental Benefit Rate per Hour: \$27.37

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

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## **PLASTERER - TENDER**

### **Plasterer - Tender**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Presidential Election Day  
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

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# **PLUMBER**

## **Plumber**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.35**

Supplemental Benefit Rate per Hour: **\$37.85**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

## **Plumber - Temporary Services**

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$56.36**

Supplemental Benefit Rate per Hour: **\$30.20**

## **Overtime Description**

Double time the regular rate after a 7 hour or 8 hours per day at the employers option.

## **Overtime**

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Day after Thanksgiving  
Christmas Day

### Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.  
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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## PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

### Plumber

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.37**

Supplemental Benefit Rate per Hour: **\$18.31**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

(Plumbers Local # 1)

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## **PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$48.84**

Supplemental Benefit Rate per Hour: **\$27.20**

### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.

50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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## **PLUMBER: PUMP & TANK**

**Oil Trades (Installation and Maintenance)**

### **Plumber - Pump & Tank**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$68.38**

Supplemental Benefit Rate per Hour: **\$26.33**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

## Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## Paid Holidays

None

## Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

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## POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER (Exterior Building Renovation)

### Journey person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.39**

Supplemental Benefit Rate per Hour: **\$27.79**

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

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

## Paid Holidays

None

## Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential.

(Bricklayer District Council)

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# ROOFER

## Roofer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$44.25

Supplemental Benefit Rate per Hour: \$34.81

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

## Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

## Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.

(Local #8)

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## SHEET METAL WORKER

### Sheet Metal Worker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.61**

Supplemental Benefit Rate per Hour: **\$52.09**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.49**

Supplemental Benefit Rate per Hour: **\$52.09**

### Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$18.26**

Supplemental Benefit Rate per Hour: **\$11.63**

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.  
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28

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## **SHEET METAL WORKER - SPECIALTY (Decking & Siding)**

### **Sheet Metal Specialty Worker**

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$47.66

Supplemental Benefit Rate per Hour: \$25.99

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Veteran's Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**  
None

(Local #28)

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## **SHIPYARD WORKER**

### **Shipyard Mechanic - First Class**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$28.50**

Supplemental Benefit Rate per Hour: **\$3.95**

### **Shipyard Mechanic - Second Class**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$19.07**

Supplemental Benefit Rate per Hour: **\$3.59**

### **Shipyard Laborer - First Class**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$23.40**

Supplemental Benefit Rate per Hour: **\$3.75**

### **Shipyard Laborer - Second Class**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$17.38**

Supplemental Benefit Rate per Hour: **\$3.52**

### **Shipyard Dockhand - First Class**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$21.57**

Supplemental Benefit Rate per Hour: **\$3.68**

### **Shipyard Dockhand - Second Class**

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$17.28**

Supplemental Benefit Rate per Hour: **\$3.52**

### **Overtime Description**

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 straight time hours in any work week.

### **Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Based on Survey Data

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## **SIGN ERECTOR**

(Sheet Metal, Plastic, Electric, and Neon)

### **Sign Erector**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.79**

Supplemental Benefit Rate per Hour: **\$56.05**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

### **Paid Holidays**

New Year's Day

President's Day

Memorial Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

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## STEAMFITTER

### Steamfitter

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$57.95**

Supplemental Benefit Rate per Hour: **\$57.84**

Supplemental Note: Overtime supplemental benefit rate: \$114.94

### Steamfitter -Temporary Services

When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.04**

Supplemental Benefit Rate per Hour: **\$47.01**

### **Overtime Description**

Double Time the regular rate after 7 or 8 hours in a day.

### **Overtime**

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

May be performed outside of the regular workday except Saturday, Sunday and Holidays. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local 638

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# **STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)**

## **Refrigeration and Air Conditioner Mechanic**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$42.60**

Supplemental Benefit Rate per Hour: **\$17.96**

## **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## **Paid Holidays**

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

(Local #638-B)

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## **STONE MASON - SETTER**

### **Stone Mason - Setter**

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.99**

Supplemental Benefit Rate per Hour: **\$45.58**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

### **Shift Rates**

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Bricklayers District Council)

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## **TAPER**

### **Drywall Taper**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.82**

Supplemental Benefit Rate per Hour: **\$27.56**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(Local #1974)

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## **TELECOMMUNICATION WORKER**

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## **Telecommunication Worker**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.88**

Supplemental Benefit Rate per Hour: **\$23.15**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

### **Shift Rates**

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

### **Vacation**

After 6 months.....one week.

After 12 months but less than 7 years.....two weeks.

After 7 or more but less than 15 years.....three weeks.

After 15 years or more but less than 25 years.....four weeks.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(C.W.A.)

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## **TILE FINISHER**

### **Tile Finisher**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.31**

Supplemental Benefit Rate per Hour: **\$34.43**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Off shift work (performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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## **TILE LAYER - SETTER**

### **Tile Layer - Setter**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

**Effective Period: 7/1/2020 - 6/30/2021**

**Wage Rate per Hour: \$55.86**

**Supplemental Benefit Rate per Hour: \$39.08**

## **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## **Shift Rates**

Off shift work (performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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# **TIMBERPERSON**

## **Timberperson**

**Effective Period: 7/1/2020 - 6/30/2021**

**Wage Rate per Hour: \$51.05**

**Supplemental Benefit Rate per Hour: \$51.94**

## **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

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**TUNNEL WORKER**

**Blasters, Mucking Machine Operators (Compressed Air Rates)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$67.00

Supplemental Benefit Rate per Hour: \$58.33

**Tunnel Workers (Compressed Air Rates)**

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$64.63

Supplemental Benefit Rate per Hour: \$56.47

**Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$63.53

Supplemental Benefit Rate per Hour: \$55.38

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2020 - 6/30/2021



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$62.29**

Supplemental Benefit Rate per Hour: **\$54.44**

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$62.29**

Supplemental Benefit Rate per Hour: **\$54.44**

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.72**

Supplemental Benefit Rate per Hour: **\$51.24**

**Blasters (Free Air Rates)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$63.91**

Supplemental Benefit Rate per Hour: **\$56.01**

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$61.15**

Supplemental Benefit Rate per Hour: **\$53.66**

**All Others (Free Air Rates)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$56.51**

Supplemental Benefit Rate per Hour: **\$49.67**

**Microtunneling (Free Air Rates)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$48.92**

Supplemental Benefit Rate per Hour: **\$42.93**

**Overtime Description**

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

**Paid Holidays**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(Local #147)

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## UTILITY LOCATOR

(Locate & mark underground utilities for street excavation.)

### Utility Locator (Year 7 and above)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$31.56

Supplemental Benefit Rate per Hour: \$1.43

### Utility Locator (Year 5 - 6)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$22.85

Supplemental Benefit Rate per Hour: \$1.43

### Utility Locator (Year 4)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$21.54

Supplemental Benefit Rate per Hour: \$1.43

### Utility Locator (Year 3)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$20.30

Supplemental Benefit Rate per Hour: \$1.43

### Utility Locator (Year 2)

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$19.13**

Supplemental Benefit Rate per Hour: **\$1.43**

**Utility Locator (Year 1)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$18.04**

Supplemental Benefit Rate per Hour: **\$1.43**

**Utility Locator (Up to 1 year)**

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$1.43**

Supplemental Note: No benefits for the first 90 days of employment.

**Overtime**

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 straight time hours in any work week.

**Paid Holidays**

New Year's Day

Memorial Day

Independence Day

Thanksgiving Day

Christmas Day

**Shift Rates**

10% shift differential to employees working any shift starting between noon and 5 AM.

**Vacation**

For up to 1 year            0 hours

For year 1 - 2    48 hours per year

For year 3 - 9    96 hours per year

For year 10 or more    144 hours per year

**Sick Days:**

For up to 1 year employee receives 40 hours paid sick leave.

For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.

For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.

For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**WELDER**

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE  
PERFORMING THE WORK.**

- g. The Contractor shall be entitled to full reimbursement for New York City Regulatory Agency work permit cost, plus up to \$500.00 for expeditor's fees. Reimbursement of the expeditor's fee requires submission of the expeditor's invoice as part of the information required for the Contractor Payment Request.

**20. PREVAILING WAGE RATES:**

The Office of the Comptroller of the City of New York has established prevailing wage rates and supplementary benefits, pursuant to section 220 and section 230 of the Labor Law of the State of New York, that are to be paid to laborers, workers and/or mechanics, employed by private contractors, pursuant to contracts involving public work, made and entered into between The City of New York or any Agency thereof and such private Contractors. The Contractor is therefore obliged to pay each employee no less than the hourly wage rate stipulated for its craft, trade or occupation in the New York City Comptroller's current Schedule of Wage Rates and Supplementary Benefits, and any change to the Wage Rates and Supplementary Benefits during the term of this Agreement. For purposes of the Bid Page, labor rates include prevailing wage rates.

**21. LABOR:**

The Project Manager may request specific Labor Trades not covered by the Labor Law 220 Prevailing Wage Schedule for all trade classifications. Labor Trades not covered by the Labor Law 220 Prevailing Wage Schedule shall have their Schedule of Wages determined by the New York City Comptroller. Such request must be for periods of not less than 30 days.

The Project Manager may request specific Labor Trades where work is not covered by any of the unit price bid items. All Labor Trades shall be fully prepared with all small tools needed to complete the specific jobs and tasks required. The workers shall be skilled and competent to perform the work required on the work orders. The Project Manager has the authority to and may reject any worker who, in the Project Manager's opinion, is not providing the quality of work required, and whose workmanship is below the accepted standard. The decision of the Project Manager will be final.

**22. PAYMENT:**

- a. Contractor payment shall be based on markup rates bid by the Contractor, as shown on the bid page of this Agreement. Any and all costs to the Contractor of delivering services required by this Specification shall be covered by these rates, which shall include, but are not limited to, labor and benefits, equipment, overhead, profit, travel, fees for permits and filings, and clerical and administrative expenses.