

Contract No. \_\_\_\_\_

**THE CITY OF NEW YORK  
DEPARTMENT OF HOMELESS SERVICES/  
HUMAN RESOURCES ADMINISTRATION/  
DEPARTMENT OF SOCIAL SERVICES**

**PROPOSAL FOR BIDS, BID, AGREEMENT  
AND SPECIFICATIONS**

**FOR FURNISHING ALL LABOR AND MATERIAL  
NECESSARY AND REQUIRED FOR:**

**E-PIN# 09620B0007**

**PIN: 20BSEGS09001**

**SCOPE: ASBESTOS ABATEMENT SERVICES**

**LOCATION: CITYWIDE**

**PERIOD OF PERFORMANCE: THREE (3) YEARS FROM THE DATE OF REGISTRATION WITH ONE  
(1) OPTION TO RENEW FOR THREE (3) YEARS**



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**

## NOTICE TO BIDDERS

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.

# NOTICE TO BIDDERS

Please be advised the Project Labor Agreement (PLA) attached and incorporated in this Invitation for Bids has been extended to apply to contracts let prior to **July 31, 2020**, including this contract. Other than extending the expiration date, all other terms of the PLA continue to apply in full force and effect.



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Please note this contract is subject to Prevailing Wage Rates. The §220 Prevailing Wage Schedule is included in the solicitation documents.

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.

As of August 1, 2017, the New York City Mayor's Office of Contract Services (MOCS) has launched the Procurement and Sourcing Solutions Portal (PASSPort), a new procurement system that will replace the paper-VENDEX process. Please visit the PASSPort website [nyc.gov/passport](http://nyc.gov/passport) to learn more about the system and sign up for briefings.

To be completed by the City agency prior to distribution Agency \_\_\_\_\_ Transaction ID \_\_\_\_\_

**Check One**

**Transaction Type (check one)**

- Proposal  Award  Concession  Economic Development Agreement  Franchise  Grant  Pension Investment Contract  Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

**Please return the completed Data Form to the City office that supplied it.** Please contact the Doing Business Accountability Project at [DoingBusiness@mocs.nyc.gov](mailto:DoingBusiness@mocs.nyc.gov) or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

**Entity Information**

*If you are completing this form by hand, please print clearly.*

Entity EIN/TIN \_\_\_\_\_ Entity Name \_\_\_\_\_

**Filing Status**

**(Select One)**

**NEW:** Data Forms submitted now must include the listing of **organizations**, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

- Entity has never completed a Doing Business Data Form. Fill out the entire form.  
 Change from previous Data Form dated \_\_\_\_\_. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.  
 No Change from previous Data Form dated \_\_\_\_\_. Skip to the bottom of the last page.

**Entity is a Non-Profit**  Yes  No

**Entity Type**  Corporation (any type)  Joint Venture  LLC  Partnership (any type)  Sole Proprietor  Other (specify) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

*Provide your e-mail address in order to receive notices regarding this form by e-mail.*

**Principal Officers**

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

**Chief Executive Officer (CEO) or equivalent officer**

This position does not exist

*The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.*

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former CEO \_\_\_\_\_ on date \_\_\_\_\_

**Chief Financial Officer (CFO) or equivalent officer**

This position does not exist

*The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.*

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former CFO \_\_\_\_\_ on date \_\_\_\_\_

**Chief Operating Officer (COO) or equivalent officer**

This position does not exist

*The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.*

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former COO \_\_\_\_\_ on date \_\_\_\_\_

**Principal Owners**

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

**There are no owners listed because (select one):**

- The entity is not-for-profit
- The entity is an individual
- No individual or organization owns 10% or more of the entity

Other (explain) \_\_\_\_\_

**Individual Owners (who own or control 10% or more of the entity)**

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

**Organization Owners (that own or control 10% or more of the entity)**

Organization Name \_\_\_\_\_

Organization Name \_\_\_\_\_

Organization Name \_\_\_\_\_

**Remove the following previously-reported Principal Owners**

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

**Senior Managers**

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

**Senior Managers**

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

**Remove the following previously-reported Senior Managers**

Name \_\_\_\_\_ removal date \_\_\_\_\_

Name \_\_\_\_\_ removal date \_\_\_\_\_

**Certification**

I certify that the information submitted on these two pages and \_\_\_\_\_ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name \_\_\_\_\_ Title \_\_\_\_\_

Entity Name \_\_\_\_\_ Work Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

**Asbestos Abatement Services On An “As Needed” Basis at HRA  
Facilities, Citywide**

**PIN: 20BSEGS09001/ EPIN: 09620B0007**

**Bid Due Date: Thursday, September 24, 2020 by close of business day.**

**Bid Opening Date: Friday, September 25, 2020 at 11 A.M.**

**Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.**

**Note: Please submit this Acknowledgement of Addenda with your bid.**

**Part I**

**Listed below are the dates of issue for each Addendum received in connection with this IFB:**

Addendum # 1, Dated \_\_\_\_\_, 20 \_\_\_\_

Addendum # 2, Dated \_\_\_\_\_, 20 \_\_\_\_

Addendum # 3, Dated \_\_\_\_\_, 20 \_\_\_\_

Addendum # 4, Dated \_\_\_\_\_, 20 \_\_\_\_

Addendum # 5, Dated \_\_\_\_\_, 20 \_\_\_\_

Addendum # 6, Dated \_\_\_\_\_, 20 \_\_\_\_

Addendum # 7, Dated \_\_\_\_\_, 20 \_\_\_\_

Addendum # 8, Dated \_\_\_\_\_, 20 \_\_\_\_

Addendum # 9, Dated \_\_\_\_\_, 20 \_\_\_\_

Addendum #10, Dated \_\_\_\_\_, 20 \_\_\_\_

**Part II**

\_\_\_\_\_ **No Addendum was received in connection with this IFB.**

**Part III**

**Proposer's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_



**Department of Social Services**

Human Resources Administration

Department of Homeless Services

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

**929 221 6347**

OFFICE OF CONTRACTS  
**IMPORTANT NOTICE TO ALL PROSPECTIVE BIDDERS**

**PIN: 20BSEGS09001 / EPIN: 09620B0007**

**BID DUE DATE: Thursday, September 24, 2020 by the close of business day.**  
Bid Opening Date: Friday, September 25, 2020 at 11 A.M.

**SCOPE: Asbestos Abatement Services On An "As Needed" Basis at HRA Facilities, Citywide**

In the event that your organization does not submit a bid for the above referenced contract, you are required to complete the questionnaire provided below if you wish to remain on the active bidders' list of the Human Resources Administration (HRA). Please forward your responses to: Office of Contracts, 150 Greenwich Street, 37<sup>th</sup> Floor, New York, NY 10007.

Failure to respond to this request may result in the removal of the name of your organization from HRA's Bidders' List. Please telephone (929) 221-5535 if you have any questions concerning the questionnaire. Thank you for your cooperation.

**REASONS FOR NOT SUBMITTING A BID (CHECK APPROPRIATE BOXES)**

- 1. Work or service requested not performed by the company.  
Please indicate your organization's type of work or service performed.

---

- 2. Bid request received too late. Insufficient time to plan, estimate and submit a bid.
- 3. Too busy to consider bidding on this contract.
- 4. Unable to meet specifications/other considerations in this proposal.
- 5. Specifications unclear, or improper and inappropriate.
- 6. Unwilling to accept liability, responsibility, or assessments for liquidated damages
- 7. Unable to meet insurance requirements.
- 8. Unable to meet bonding requirements.
- 9. Unable to bid on all components (i.e., all locations)
- 10. Previous unfavorable experience with City contracts/work. Please explain:

---

- 11. Other (Specify):

Submitted by:  
**Federal ID #:** \_\_\_\_\_

\_\_\_\_\_  
(Organization Name)

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

\_\_\_\_\_  
(Prepared by)

(PLEASE PRINT)

**TELEPHONE #:** \_\_\_\_\_ - \_\_\_\_\_



**BID INFORMATION**

PIN#: 20BSEGS09001

EPIN #: 09620B0007

1. DESCRIPTION OF WORK ASBESTOS ABATEMENT SERVICES
2. LOCATION OF WORK CITYWIDE
3. DOCUMENTS AVAILABLE AT HRA/OFFICE OF CONTRACT  
BID ADMINISTRATION  
150 GREENWICH STREET 37<sup>TH</sup> FLR  
NEW YORK, NEW YORK 10007
4. PLACE OF BID OPENING SAME AS ABOVE
5. DATE AND HOUR OF BID OPENING TIME: 10:00 AM  
DATE: \_\_\_\_\_
6. PRE-BID CONFERENCE - PLACE \_\_\_\_\_  
\_\_\_\_\_
7. BID SECURITY: SEE PAGE 10
8. INSURANCE SEE PAGES 15-24
9. PERFORMANCE AND PAYMENT BONDS: SEE PAGES 39-47
10. AGENCY CONTACT PERSONS: ADMINISTRATIVE QUESTIONS - ANDREA MCGILL  
PHONE: (929) 221-6374

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*(New York City Human Resources Administration/Department of Homeless Services’/Department of Social Services’  
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## **INFORMATION FOR BIDDERS**

### SECTION 1. DESCRIPTION AND LOCATION OF WORK

The description and location of the Work for which bids ("Bids") are requested are specified on Page I, "Bid Information."

### SECTION 2. CONTRACT AND DOCUMENT SUBMISSIONS

1. The Office of the Comptroller of the City of New York employs mechanized scanning devices to process the City's contracts and supporting documents. To assist HRA in complying with the City's requirements for contract registration, we request that, to the greatest extent possible, your Bid/Proposal conform to the City's guidelines for uniform physical attributes, listed below.
2. The Bid/proposal ("Proposal") and all appendices, supporting documents and related materials included as part of the Bid/Proposal submissions should:
  - a. Not be bound with glue, spiral combs, tape, staples or other permanent binding materials; and
  - b. Be restricted to either 8.5" x 11" or 8.5" x 14" page sizes and not contain materials, including divider tabs, which are larger than or unfold to dimensions larger than these standard sizes (8.5" x 11" paper is strongly preferred);
  - c. Incorporate a table of contents; and
  - d. Utilize both sides of each page; and
  - e. Be easily readable -- off-center photocopies, third or fourth-generation reproductions, or copies otherwise poorly reproduced and difficult to read, are unacceptable; and
  - f. Be on white paper stock -- no colored paper or fluorescent highlighting; and
  - g. Every page in the Bid/Proposal, including all appendices and attachments should be numbered consecutively to facilitate reference and review by the evaluation and selection committee; and
  - h. Omit unnecessary and overly repetitive materials from the Bid/Proposal documents -- the clarity and conciseness of your Bid/Proposal presentation is considered in the evaluation process.

Bidders/Proposers have the option of complying with the above requirements by modifying a single copy of their Bid/Proposal to serve as a registration copy ("Registration Copy"). The Registration Copy must be an unbound version of the Bid/Proposal that conforms to the above standards. The Registration Copy must bear the Bidder's certification that it is identical to the presentation copies.

### SECTION 3. TIME AND PLACE FOR RECEIPT OF BIDS

Sealed Bids shall be received by the person and Agency specified on Page I on or before the date and hour specified on Page I, at which time they will be publicly opened and read aloud in the presence of the Commissioner or designee(s), and of any Bidders who may be present.

## SECTION 4. DEFINITIONS

The definitions ("Definitions") set forth in the Procurement Policy Board Rules ("PPB Rules")<sup>1</sup> shall apply to this invitation for bids ("Invitation for Bids").

## SECTION 5. INVITATION FOR BIDS DOCUMENTS

1. Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except specifically excluded portions thereof, shall be deemed part of the Contract.
  - The Advertisement and Invitation for Bids
  - The Bid/Proposal
  - The Standard Construction Contract
  - The Budget Director's Certificate
  - The Specifications
  - The Contract Drawings
  - The New York City Human Resources Administration/Department of Homeless Services'/Department of Social Services' General Conditions ("DSS General Conditions")
  - All Addenda issued by the Commissioner prior to the receipt of Bids
  - All provisions required by Law to be inserted in the Contract whether actually inserted or not
  - The Notice of Award
  - Performance and Payment Bonds
  - Notice to Proceed with Work.
  - All Appendices
2. For particulars as to this procurement, including quantity and quality of the purchase, extent of the Work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective Bidders are referred to the Invitation For Bids documents. A copy of such documents can be obtained at the locations set forth on Page I.
3. Deposit for Copy of Invitation for Bids Documents: Prospective Bidders may obtain a copy of the Invitation for Bids documents by complying with the conditions set forth in the advertisement for bids ("Advertisement for Bids"). The deposit required must be in the form of cash or certified check payable to the City of New York drawn upon a state or national bank or trust company or a check of such bank or trust company signed by a duly authorized officer thereof.
4. Return of Invitation for Bids Documents: All Invitation for Bids documents shall be returned to the Agency upon request. If the Bidder elects not to submit a Bid there under, the Invitation for Bids documents shall be returned to the Agency along with a statement that no Bid will be submitted.
5. Return of Deposit: Such deposit will be returned within thirty (30) Days after the award of the Contract or the rejection of all Bids as set forth in the Advertisement for Bids, provided the Invitation for Bids documents are returned to the location specified on Page I, in a physical condition satisfactory to the Commissioner.
6. Additional Copies: Additional copies of the Invitation for Bids documents may be obtained subject to the conditions set forth in the Advertisement for Bids.

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<sup>1</sup> Chapter 1, Section 1-01

## SECTION 6. MANDATORY PRE-BID CONFERENCE

1. A pre-bid conference ("Pre-Bid Conference") shall be held as set forth in Page I. Nothing stated at the Pre-Bid Conference shall change the terms or conditions of the Invitation for Bids unless such change is made by written amendment as provided in Section 10 below and the Procurement Policy Board Rules ("PPB Rules").
2. Failure to attend a mandatory Pre-Bid Conference shall constitute grounds for the rejection of the Bid.
3. Please notify the Agency Contact listed on Page I of the number of representatives from your firm that will attend the Conference at least five (5) City working Days before the date of the Pre-Bid Conference.

## SECTION 7. AGENCY CONTACT

Any questions or correspondence relating to this Invitation for Bids shall be addressed to the Agency Contact Person specified on Page I.

## SECTION 8. BIDDER'S OATH

1. The Bid shall be properly signed by an authorized representative of the Bidder and shall be verified by the written oath of the authorized representative signing the Bid that all of the matters stated and the information furnished therein are in all respects true.
2. A materially false statement willfully or fraudulently made in connection with the Bid or any of the forms submitted with the Bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City Contracts as well as subject to possible criminal prosecution.

## SECTION 9. EXAMINATION AND VIEWING OF SITE AND CONSIDERATION OF OTHER SOURCES OF INFORMATION

1. Pre-Bidding (Investigational) Viewing of Site: Bidders must carefully view and examine the Site of the proposed Work, as well as the adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the Site relating to or in any way affecting the performance of the Work under this Contract which were or should have been evident to a reasonably prudent Bidder. To arrange a date to visit the Work Site, Bidders must contact the Agency Contact Person specified on Page I.
2. Changed Conditions: If, during the progress of the Work, the Contractor encounters, subsurface conditions at the Site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions the Contractor could not have reasonably anticipated that were not anticipated by the City, which conditions will materially affect the cost of the Work to be done under the Contract, the Contractor shall immediately call the Commissioner's attention to any such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If the Commissioner finds that such conditions do so materially differ, that they could not reasonably have been anticipated by the Contractor, and that were not anticipated by the City, the Contract may be modified accordingly with the Commissioner's written approval.

## SECTION 10. EXAMINATION OF PROPOSED CONTRACT

1. Request for Interpretation or Correction: Prospective Bidders must examine the Contract Documents carefully and, before bidding, must make a written request to the Commissioner for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent Bidder. Such interpretation or correction, as well as any additional Contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an Addendum to the Contract, which will be sent to each person recorded as having received a copy of the Contract Documents from the Contract Clerk, and which will be posted at the place where the Contract Documents are available for the inspection of prospective Bidders. Upon such mailing or delivery and posting, such Addendum shall become a part of the Contract Documents and shall bind all Bidders, whether or not actual notice of such Addendum can be shown.
2. Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are hereby warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret the Contract.

## SECTION 11. FORM OF BIDS

1. Each Bid shall be submitted in the prescribed form, and shall contain:
  - a. The name, residence and place of business of the person (s) making the Bid;
  - b. The name (s) of any person (s) interested therein, and if no other person is so interested, such fact must be clearly stated in the Bid;
  - c. A statement to the effect that the Bid is not being made in connection with any other person making a Bid for the same purpose, and that it is in all respects fair, and free of fraud or collusion;
  - d. A statement that no City Councilman or other officer, employee or other person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein, or in the supplies, materials, equipment and Work or labor to which the Bid relates, or in any portion of the profits thereof;
  - e. A statement that the Bidder is not in arrears to the City or to any Agency upon a debt, contract or tax, and is not a defaulter as surety or otherwise upon any obligation to the City or to any Agency thereof, except as set forth in the Bid.
2. The Bid shall be typewritten or handwritten legibly in ink and shall be signed in ink. Any erasure or alteration shall be initialed by the signer in ink. Failure to conform to the requirements of this Section 11 shall result in rejection of the Bid.

## SECTION 12. IRREVOCABILITY OF BID

The prices set forth in the Bid cannot be revoked and shall be effective until the award of the Contract unless the Bid is withdrawn as provided in Sections 16 and 19, below.

### SECTION 13. ACKNOWLEDGMENT OF AMENDMENTS

Receipt of any amendment to the Contract Documents shall be acknowledged by the Bidder on or before the submission date of the Bid.

### SECTION 14. BID SAMPLES AND DESCRIPTIVE LITERATURE

The Bidder shall not submit Bid samples and descriptive literature unless they are expressly requested elsewhere in this Contract or the Contract Documents. No unsolicited Bid samples or descriptive literature submitted by the Bidder will be examined or tested, nor will they be deemed to vary any of the provisions of this Contract.

### SECTION 15. PROPRIETARY INFORMATION/TRADE SECRETS

The Bidder shall identify those portions of the Bid it deems to be confidential, proprietary information, or trade secrets, and shall provide justification why such materials should not be disclosed by the City. All materials the Bidder desires to remain confidential shall be clearly marked by stamping the top and the bottom of each page upon which such information appears with the word "CONFIDENTIAL". Pages or materials so stamped shall be easily separable from the non-confidential portions of the Bid. All Confidential materials so stamped shall be reviewed by the Agency, which shall communicate to the Bidder in writing any decision not to honor such request for confidentiality. If the Bid is unsuccessful, all such confidential materials shall be returned to the Bidder. Prices, makes and model or catalog numbers of items offered, deliveries, and terms of payment shall be made publicly available after Bid opening, regardless of any designation of Confidentiality made by the Bidder.

### SECTION 16. PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

1. Bids may be modified or withdrawn by written notice received in the office designated in Page I, above before the time and date set for the Bid opening.
2. If a Bid is withdrawn in accordance with this Section, the Bid security, if any, shall be returned to the Bidder.
3. All documents relating to the modification or withdrawal of Bids shall be made a part of the Agency's Contract file.

### SECTION 17. BID EVALUATION AND AWARD

1. In accordance with the New York City Charter, the Procurement Policy Board Rules ("PPB Rules") and the terms and conditions of the Invitation For Bids, the responsible Bidder whose Bid meets the requirements and objectively reasonable evaluation criteria set forth in the Invitation, and whose Bid price is the lowest responsive and responsible price or, if the Invitation so states, the lowest responsive and responsible evaluated Bid price, shall be selected for the Contract. No Bid will be evaluated for any requirement or criterion that has not been disclosed in the Invitation for Bids.
2. Negotiations with Apparent Lowest Responsive and Responsible Bidder. Upon determination of the apparent lowest responsive and responsible Bidder and prior to award, the Contracting Officer may elect to open negotiations with the selected Bidder in an effort to improve the Bid to the City regarding price only. In the event the apparent lowest responsive and responsible Bidder declines to negotiate, the Contracting Officer may elect to either award the Contract to the apparent lowest responsive and responsible Bidder or may, upon written approval by the

ACCO, reject all Bids in accordance with Section 22, below. The result of negotiations, if any, shall be documented in the Recommendation for Award.

3. Award. Upon the determination of the lowest responsive and responsible Bidder, a written Recommendation of Award shall be prepared by the Contracting Officer and submitted to the ACCO for written approval. After approval has been obtained, the Contract shall be awarded to that Bidder. The Recommendation for Award shall be part of the permanent Contract file.

#### SECTION 18. LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS

1. Any Bid received at the place designated in the solicitation after the time and date set for receipt of Bids is late, and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of Bids is late, and shall not be considered.
2. The exception to this provision is that a late modification of a successful Bid that makes the Bid terms more favorable to the City shall be considered at any time it is received and may be accepted upon the written approval of the Agency Chief Contracting Officer ("ACCO").
3. A record shall be made of each request for late Bid acceptance, modification or withdrawal, which shall be retained in the Agency Contract file. Late Bids and modifications shall not be opened until after registration of the Contract.

#### SECTION 19. WITHDRAWAL OF BIDS

1. Except as provided for in Section 16, a Bidder may not withdraw its Bid until forty-five (45) Days after the date of the opening of Bids; thereafter, a Bidder may withdraw its Bid only in writing and in advance of the actual award.
2. If within sixty (60) Days after the Contract is executed, the Commissioner fails to fix the date of commencement of Work by written notice to the Bidder, the Bidder, at its option, may ask to be relieved of its obligation to perform the Work called for by written notice to the Commissioner. If such notice is given by the Bidder and the request to withdraw is granted, the Bidder waives all claims against the City in connection with this Agreement.

#### SECTION 20. MISTAKE IN COMPETITIVE SEALED BIDS FOR PUBLIC PROJECTS

##### 1. GENERAL

In accordance with the Procurement Policy Board Rules ("PPB Rules") <sup>[2]</sup> correction or withdrawal of a Bid because of an inadvertent, non-judgmental mistake in the Bid requires careful consideration to protect the integrity of the competitive Bidding system and to assure fairness. If the mistake is attributable to an error in judgment, the Bid may not be corrected. Bid correction or withdrawal because of a non-judgmental mistake is permissible, but only to the extent that it is not contrary to the interests of the City or to the fair treatment of other Bidders.

##### 2. MISTAKE DISCOVERED AFTER BID OPENING

###### A. Mistakes Where Intended Correct Bid is not Evident:

1. In accordance with General Municipal Law ("GML") Section 103 subdivision 11, where a unilateral error or mistake is discovered in a Bid, such Bid may be

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<sup>2</sup> Chapter 3, Sections 3-02 (m) and (n), as amended



withdrawn upon the written approval of the Agency Chief Contracting Officer ("ACCO") and Agency Counsel, if the following conditions are met:

- a. The mistake is known or made known to the Agency prior to Contractor selection or within three (3) Days after the opening of the Bid, whichever period is shorter;
- b. The price bid was based on an error of such magnitude that enforcement would be unconscionable;
- c. The Bid was submitted in good faith and the Bidder submitted credible evidence that the mistake was a clerical error as opposed to a judgment error;
- d. The error in the Bid is actually due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quality of Work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional error in arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original Work paper, documents, or materials used in the preparation of the Bid sought to be withdrawn; and
- e. It is possible to place the Agency in the same position as existed prior to the Bid.

2. Unless otherwise required by Law, the sole remedy for a Bid mistake in accordance with this Article shall be withdrawal of the Bid and the return of the Bid bond or other security, if any, to the Bidder. Thereafter, the Agency may, in its discretion, award the Contract to the next lowest Bidder or rebid the Contract. Any amendment to or reformation of a Bid or a contract to rectify such an error or mistake therein is strictly prohibited.

**B. Mistakes Where Intended Correct Bid is Evident:**

If the mistake and the intended correct Bid are clearly evident on the face of the Bid document, the Bid shall be corrected to the intended correct Bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the Bid document are: typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

**SECTION 21. LOW TIE BIDS**

1. When two or more low responsive Bids from responsible Bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation for Bids, the Agency Chief Contracting Officer ("ACCO") will break the tie in the following order of priority:
  - a. Select a certified New York City small, minority or woman-owned business entity (M/WBE) Bidder (if currently required by Law);
  - b. Select a New York City Bidder;
  - c. Select a certified New York State small, minority or woman-owned business Bidder;
  - d. Select a New York State Bidder.
2. If two or more Bidders remain equally eligible after the application of Section 21(1) above, the award shall be made by a drawing by lot limited to the Bidders involved, who shall be invited

to attend the drawing. A witness shall be present to verify the results of the drawing and shall certify the results on the Bid tabulation sheet.

## SECTION 22. REJECTION OF BIDS

### 1. REJECTION OF INDIVIDUAL BIDS.

The Agency Head may reject a Bid if:

- a. The Bidder fails to furnish any of the information required pursuant to Sections 27 and 32 below; or if
- b. The Bidder is determined non-responsive pursuant to the Procurement Policy Board Rules ("PPB Rules"); or if
- c. The Bid is determined non-responsive pursuant to the Procurement Policy Board Rules ("PPB Rules"); or if
- d. The Bid, in the opinion of the Agency Chief Contracting Officer ("ACCO"), contains unbalanced bid prices and is non-responsive, unless the Bidder can show that the Bid prices are not unbalanced for the probable required quantity of such items, or if the imbalance is corrected pursuant to Section 18 herein.

2. Rejection of All Bids. The Agency, upon written approval by the Agency Chief Contracting Officer ("ACCO"), may reject all Bids and may elect to re-solicit by bid in accordance with the PPB Rules or by other such method authorized by such Rules.

## SECTION 23. RIGHT TO APPEAL DETERMINATIONS OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATIONS AND AWARD

The Bidder has the right to appeal a determination of non-responsiveness or non-responsibility pursuant to the Procurement Policy Board Rules ("PPB Rules") <sup>[3]</sup>, and has the further right to protest a solicitation and award pursuant to the PPB Rules <sup>[4]</sup>. All appeals of determinations of non-responsiveness or non-responsibility shall be filed with HRA in accordance with the PPB Rules and shall be delivered to the Office of the Commissioner at 180 Water Street, 25<sup>th</sup> Floor, New York, N.Y. 10038.

## SECTION 24. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

This Invitation to Bid is subject to Title II of the Americans with Disabilities Act of 1990 ("ADA") and regulations promulgated pursuant thereto, prohibiting discrimination against individuals with disabilities, as defined in the ADA, by a public entity in providing public services, programs or activities.

## SECTION 25. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

This Invitation to Bid is subject to applicable provisions of Federal, State and Local Laws and to executive orders requiring affirmative action and equal employment opportunity.

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<sup>3</sup> Chapter 2, Sections 2-07 and 2-08

<sup>4</sup> Chapter 2, Article 2-10



SECTION 26. MINORITY-OWNED AND WOMEN OWNED BUSINESS ENTITY PROGRAM  
(SEE ADDENDUM I)

SECTION 27. Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing (formerly known as Vendor Information Exchange System (VENDEX) Forms or Certificate of No Change)

1. All organizations intending to do business with the City of New York must complete the online disclosure process in order to be considered for award of a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has now moved collection of vendor disclosure information online. In anticipation of awards, potential bidders must create online accounts in the new Procurement and Sourcing Solutions Portal (PASSPort) and file all disclosure information. Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings. Any reference to VENDEX in the Information for Bidders should be deemed to be a reference to PASSPort.

For more information about PASSPort, please visit [nyc.gov/passport](http://nyc.gov/passport).

PURSUANT TO ADMINISTRATIVE CODE 6.116.2 AND SECTION 2-08 OF THE RULES OF THE PROCUREMENT POLICY BOARD (9 RCNY 2-08), BIDDERS MAY BE OBLIGATED TO SUBMIT A COMPLETED ONLINE DISCLOSURE FILING WITH THIS BID. GENERALLY, IF THIS BID IS \$100,000 OR MORE, OR IF THIS BID WHEN ADDED TO THE SUM TOTAL OF ALL CONTRACTS, CONCESSIONS AND FRANCHISES THE BIDDER HAS RECEIVED FROM THE CITY AND ANY SUBCONTRACTS RECEIVED FROM CITY CONTRACTORS OVER THE PAST TWELVE MONTHS, EQUALS OR EXCEED \$100,000 AN ONLINE DISCLOSURE FILING MUST BE COMPLETED.

2. PASSPort Fees. Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the PASSPort system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350.
3. This Section 25 shall only apply to contracts in excess of \$100,000.00 and/or a Contractor whose aggregate business with the City in the preceding 12 months including this contract totals \$100,000.00 or more.
4. The online disclosure process is part of and applies to this Invitation For Bids. The Contract award shall be subject to the submission by the proposer of the requisite online disclosure process and review of the information contained therein by the New York City Department of Investigation and all other required oversight approvals.
5. The Bidder or contractor shall require online disclosure from each subcontractor it proposes to use on the list of subcontractors it submits to the Commissioner for his or her approval.
6. All changes in officers, directors or corporation or members of firms or partnerships made after the initial submission of the Bidder's, contractor's, or subcontractor's questionnaires shall be immediately filed with the Agency in the form of a sworn statement. Non-compliance with any of the foregoing provisions may result in non-acceptance of a bid, disqualification of the Bidder, disapproval of a submitted subcontractor, subsequent withdrawal of approval for the

use of an approved subcontractor, or the cancellation of the contract after its award, at no liability to the City.

SECTION 28. AUDIT BY COMPTROLLER (SEE ALSO ARTICLE 4, PAGE 2 OF THE DSS GENERAL CONDITIONS).

The New York City Comptroller is charged with the audit of Contracts in New York City. Any Bidder who believes that there has been unfairness, favoritism or impropriety in the Bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York, Telephone number (212) 669-3000.

SECTION 29. BID, PERFORMANCE AND PAYMENT SECURITY

1. The Mayor's Office of Construction or Agency Chief Contracting Officer ("ACCO") may require the submission of security in an amount and type specified on Page I.
2. The Agency Chief Contracting Officer ("ACCO") or Director of Construction may require performance security in the amount specified on Page I. The performance security shall be delivered by the Contractor to the City when the Contract is signed by the Commissioner or his/her designee. If a Contractor fails to deliver the required performance security, the award shall be rescinded, the Contractor's Bid security shall be enforced, the Contract may be awarded to the next lowest responsive and responsible Bidder, or the Contract may be rebid.
3. Payment Security. General. In accordance with New York State statute, payment security is required for all construction contracts in the amount specified on Page I. Payment security shall be delivered by the Contractor to the City when the contract is signed by the Agency Head or his/her designee. If a Contractor fails to deliver the required payment security, the award shall be rescinded and the Bid security enforced, and the award of the Contract may be made to the next lowest responsive and responsible Bidder, or the Contract may be rebid.
4. Acceptable Security. Acceptable security for Bids, performance and payment shall be limited to:
  - a. A one-time bond in a form satisfactory to the City;
  - b. A bank certified check or money order;
  - c. City Bonds; or
  - d. Other financial instruments as determined by the Office of Construction in consultation with the Comptroller.
5. Return of Deposit. Within five (5) Days after the opening of the Bids, the Comptroller will be notified to return the deposit of all but the three (3) lowest Bidders. Within five (5) Days after the award, the Comptroller will be notified to return all the deposits of the remaining two unsuccessful Bidders. Where all Bids are rejected, the Comptroller will be notified to return the deposit of the three lowest Bidders at the time of rejection. If performance/payment bonds are required to be furnished for this Contract, the Bid deposit of the successful Bidder will be released upon the registration of the Contract by the Comptroller. If performance/payment bonds have not been required, such Bid deposit will be returned by the Comptroller only after the satisfactory completion of the Contract.

SECTION 30. FAILURE TO EXECUTE CONTRACT AND FURNISH SECURITY

In the event of failure of the successful Bidder to execute the Contract and furnish the required security within ten (10) Days after the notice of the award of Contract, the deposit of the successful Bidder or so much thereof as shall be applicable to the amount of the award made, shall be retained by

the City, the successful Bidder shall be liable therefore, and agrees hereby to pay on demand, the difference between the price bid and the price for which such Contract shall be subsequently re-let, including the cost of such re-letting, less the amount of such deposit. No plea of mistake in such accepted Bid shall be available to the Bidder for the recovery of the deposit or as a defense to any action based upon such accepted Bid. Further, should the Bidder's failure to comply with this Section cause any funding Agency, body or group (Federal, State, City, public, private, etc.) to terminate, cancel or reduce the funding for this Project, the Bidder shall be liable also to the City for the amount of actual funding withdrawn by such Agency on this Project, less the amount of the forfeited deposit.

#### SECTION 31. POWER OF ATTORNEY

Attorneys-in-fact who sign (a) performance or payment bond (s) must file with each such bond a certified copy of their power of attorney to sign said bond (s).

#### SECTION 32. BIDDER RESPONSIBILITIES AND QUALIFICATIONS

1. Bidders must include with their Bids all information necessary to determine the Bidder's responsibility, as set forth in the Bid Specifications.
2. The Agency may require any Bidder or prospective Bidder to furnish all books of account, records, vouchers, statements or other information concerning the Bidder's financial status for examination as may be required by the Agency to ascertain the Bidder's responsibility and capability to perform the Contract. If required, a Bidder shall also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of its working organizations, prior experience, and performance record.
3. Oral Examination on Qualifications. In addition thereto and when directed by the Agency, the Bidder, or a responsible officer, agent or employee thereof, must submit to an oral examination to be conducted by the Agency relative to its proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary, in order to determine the Bidder's ability and responsibility to perform the Work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon any corrections that person may desire to make.
4. If the Bidder fails or refuses to supply any of the documents or information required by this section or otherwise fails to comply with its terms, the Agency may reject the Bid.

#### SECTION 33. EMPLOYMENT REPORTS (DIVISION OF LABOR SERVICES)

In accordance with Executive Order 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of one million dollars (\$1,000,000.00) or more and Subcontractors with construction subcontracts of seven hundred and fifty thousand dollars (\$750,000.00) or more. The required forms and information are attached hereto as Addendum 3.

#### SECTION 34. LABOR LAW REQUIREMENTS

The successful Bidder shall strictly comply with all federal, state and local labor Laws and regulations, including, but not limited to, providing on-the-job training opportunities paying at prevailing wage levels.

#### SECTION 35. INSURANCE

Bidders are advised that the insurance requirements contained herein are regarded as a material term of this Contract. During performance and up to the date of Final Acceptance, the Contractor shall obtain

and maintain, with companies authorized to do business in the State of New York, the types and amounts of insurance specified in Section 47 (Schedule A) pages 15 through 24.

### SECTION 36. LUMP SUM CONTRACTS

1. Comparison of Bids. Bids or Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.
2. Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation Work defined in the Specifications as being included in the lump sum bid. The Bidder shall also bid a unit price for the additional cost of excavating material defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be assumed to be the quantity set forth in the Engineer's Estimate, multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing Bids to determine the low Bidder.
3. Variations from Engineer's Estimate. The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only, and given solely for use as a uniform basis for the comparison of Bids. Such estimate shall not be considered part of this Contract. The quantities actually required to complete the Contract Work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

### SECTION 37. UNIT PRICE CONTRACTS

1. Comparison of Bids. Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items multiplied by the corresponding unit prices, and including any lump sum Bids on individual items, in accordance with the Engineer's Estimate of quantities of such items multiplied by the corresponding units prices, and including any lump sum Bids on individual items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Form.
2. Variations from Engineer's Estimate. If, during the progress of the Work, the actual quantity of items required to complete the Work of any unit item approaches the estimated quantity, and due to errors, Site conditions, changes in design or any other reason, it appears that the actual quantity necessary to complete the Work will exceed the estimated quantity by at least twenty-five percent (25%), the Contractor shall immediately notify the Engineer of such anticipated overrun (s).
3. Bidders are warned that the Engineer's Estimate of Quantities on the various items of Work and materials is approximate only, and is given solely for use as a uniform basis for the comparison of Bids. It shall not be considered part of this Contract. The quantities actually required to complete the Contract Work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof. If during the progress of the Work, the actual quantity of items required to complete the Work of any unit item, approaches the estimated quantity, and due to errors, Site conditions, changes in design or any other reason, it appears that the actual quantity necessary to complete the Work will exceed the estimated quantity by at least twenty-five (25%) percent, the Contractor shall immediately notify the Engineer of such anticipated overruns. The Contractor shall not be compensated for Work performed in excess of one hundred twenty-five (125%) percent of the estimated quantities in the Bid schedule without written authorization from the Engineer. The Contractor will be paid at the unit price bid for quantities up to one hundred twenty-five

(125%) percent of the estimated quantities listed in the Bid schedule. If quantities on any item exceed one hundred twenty-five (125%) percent of the estimate, the City reserves the right, and the Contractor so agrees, to renegotiate the unit price bid to a new unit price for such quantities. If the City and the Contractor cannot agree to a new price, the City, if it requires additional units of the item, shall order the Contractor, and the Contractor agrees to perform, the additional Work on a time-and-materials basis for the actual and reasonable cost, as determined under Article 25, but in no event at a cost exceeding the Bid price.

SECTION 38. EXCISE TAX (SEE ARTICLE 7, PAGE 3 OF THE DSS GENERAL CONDITIONS).  
Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

SECTION 39. LICENSES AND PERMITS

The successful Bidder shall obtain all licenses and permits necessary to perform the Work.

SECTION 40. MULTIPLE PRIME CONTRACTORS

If more than one prime Contractor will be involved on this Project, all such Contractors involved are required to examine the Invitation for Bid package (s) for all other parts of the Project.

SECTION 41. LOCALLY-BASED ENTERPRISE REQUIREMENTS (LBE)  
**NOT APPLICABLE/INTENTIONALLY DELETED**

SECTION 42. BID SUBMISSION REQUIREMENTS

- 1 The following forms, all of which are contained in the Bid Book, shall be completed and submitted with the Bid:
  - a. Bid Form
  - b. Bid Security (if required, see Page I)
  - c. Business Entity Questionnaire (if Bid is in excess of \$100,000);
  - d. Principal Questionnaire (if Bid is in excess of \$100,000);
  - e. State of Change for each of the above subsections, if such original document(s) are filed with the Agency within the twelve (12) months prior to the date of the Bid opening.
  - f. Employment Report (if Bid is in excess of \$1,000,000)
  - g. Contract Certificate (if Bid is less than \$1,000,000 and subcontract more than \$750,000)
2. Non-compliance with any of the above Bid submission requirements may result in the disqualification of the Bid

SECTION 43. COMPTROLLER'S CERTIFICATE

This Contract shall not be binding or of any force unless the Comptroller of the City has endorsed hereon its certificate that there remains unexpended and unapplied, as provided in Section 93c-3.0 of the Administrative Code of the City of New York, a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the officer making same. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.



#### SECTION 44. PROCUREMENT POLICY BOARD RULES

This Invitation for Bids is subject to the Rules of the Procurement Policy Board ("PPB Rules") of the City of New York. In the event of a conflict between the said Rules and a provision of this Invitation for Bids, the Rules shall take precedence.

#### SECTION 45. SCHEDULE OF WAGE RATES

1. The omission of any pertinent wage rates from this list shall not be presumed to indicate that the associated category of labor will not be utilized on this Project.
2. This Schedule sets forth the wage rates and supplements required to be annexed to and to form part of the Specifications in contracts for public works pursuant to Subdivision 3 of Section 220 of the Labor Law of the State of New York. It is noted, however, that only the rates and supplements applicable to those classifications of workmen, laborers and mechanics actually involved in a particular contract need be annexed to the Contract as part of the Specifications.
3. The attached schedule of wages and supplements are considered the prevailing wage rate and the Contractor engaged in public work is obligated to pay each employee not less than the wages specified in this schedule for his/her craft, trade or occupation. All rates and supplements above are the basic rates and supplements and do not include overtime, shift differentials (if any), holidays, Saturday or Sunday rates or any other type of premium payments.
4. If the Contract is not awarded within ninety (90) Days of date of establishment of prevailing rates of wages, a request must be made for a re-determination of a schedule of wages by the awarding Agency.

#### SECTION 46. PROMPT PAYMENT

1. The Prompt Payment provisions set forth in the Procurement Policy Board Rules ("PPB Rules") in effect at the time of this solicitation<sup>5</sup> apply to payments made under this Contract. Such provisions require payment to Contractors of interest on payments made after the required payment date, except as otherwise set forth in the Rules.
2. To receive payment, the Contractor must submit invoices in a form and at times acceptable to the Agency, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.
3. Determinations of interest due will be made in accordance with the Procurement Policy Board Rules ("PPB Rules")<sup>6</sup> and the General Municipal Law, Section 3-a.
4. If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its Subcontractor(s).
5. Regardless of any provision to the contrary herein, the Contractor shall pay each Subcontractor (including material suppliers) no later than seven (7) Days after receipt of payment out of amounts paid to the Contractor by the City for Work performed by the Subcontractor or supplier under this Contract.

The Contractor shall include in each of its Subcontracts a provision requiring each Subcontractor to make payment to each of its lower- tier Subcontractors or suppliers for Work performed under this Contract in the same manner and within the same time period as set forth above.

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<sup>5</sup> Chapter 4, Section 4-06 as amended

<sup>6</sup> Chapter 4, Section 4-06, as amended

**SCHEDULE A**

**GENERAL CONDITIONS TO CONSTRUCTION CONTRACT  
(INCLUDING GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)**

**PART I. REQUIRED INFORMATION**

<p style="text-align: center;"><b><u>INFORMATION FOR BIDDERS BID BOND</u></b></p> <p>The <b>Contractor</b> shall obtain a bid bond in the amount indicated to the right.</p>	<p style="text-align: center;">5% of the Contract Price</p>
<p style="text-align: center;"><b><u>INFORMATION FOR BIDDERS 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.</p>	<p style="text-align: center;">___ of the Contract Price</p>
<p style="text-align: center;"><b><u>CONTRACT ARTICLE 14. 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>	<p style="text-align: center;">___1095 consecutive calendar days</p>
<p style="text-align: center;"><b><u>CONTRACT ARTICLE 15. 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 style="text-align: center;">See Specifications Section 1.14 Liquidated Damages.</p>
<p style="text-align: center;"><b><u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u></b></p> <p>The <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>	<p style="text-align: center;">Not to exceed <u>25%</u> of the <b>Contract</b> price</p>
<p style="text-align: center;"><b><u>CONTRACT ARTICLE 21. 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>	<p style="text-align: center;">5% of the value of the <b>Work</b></p>

<p style="text-align: center;"><b><u>CONTRACT ARTICLE 22.</u></b></p> <p style="text-align: center;"><b><u>(Per Directions Below)</u></b></p>	
<p style="text-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 the <b>Contract</b> price</p>
<p style="text-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 style="text-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 <b>as shown in the column to the right.</b></p>	<p>See Specifications to Provide All Labor, Material, Equipment and Accessories Required to Perform Asbestos Abatement Services on an 'As Needed' Basis at HRA Facilities, Citywide, attached.</p>
<p style="text-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>



**(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)**

**PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS**

**Note:** All certificate(s) of insurance submitted pursuant to Contract Article 22.3.3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the “Description of Operations” field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)		Minimum Limits and Special Conditions
<p>■ Commercial General Liability      Art. 22.1.1</p>		<p>The minimum limits shall be <u>\$1,000,000.00</u> per occurrence and <u>\$3,000,000.00</u> per project aggregate applicable to this Contract unless the Work requires a permit from the Department of Buildings and greater limits of Commercial General Liability Insurance are required pursuant to 1 RCNY section 101-08.</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37, and</p> <p>2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the <b>Contract</b> requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager).</p> <p>3. <i>[Agency: If appropriate, insert names of other entities to be covered as Additional Insureds.]</i></p>
<p>■ Workers’ Compensation      Art. 22.1.2</p> <p>■ Disability Benefits Insurance      Art. 22.1.2</p>		<p>Workers’ Compensation, Employers’ Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p>

<input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2 <input type="checkbox"/> Jones Act Art. 22.1.3 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3	<p><b>Note:</b> The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.</p>
<input type="checkbox"/> Builders Risk Art. 22.1.4	<p>100 % of total value of <b>Work</b></p> <p><b>Contractor</b> the Named Insured; the <b>City</b> both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the <b>Work</b> does not involve construction of a new building or gut renovation work, the <b>Contractor</b> may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon <b>Substantial Completion</b> of the <b>Work</b> in its entirety.</p>
<input checked="" type="checkbox"/> Commercial Auto Liability Art. 22.1.5	<p><u>\$1,000,000.00</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the <b>Contractor</b> shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p>

<input checked="" type="checkbox"/> Contractors Pollution Liability      Art. 22.1.6	<p>\$<u>1,000,000.00</u> per occurrence</p> <p>\$ <u>3,000,000.00</u> aggregate</p> <p>Additional Insureds:          1. City of New York, including its officials and employees, and          2. _____          3. _____</p>
<input type="checkbox"/> Marine Protection and Indemnity      Art. 22.1.7(a)	<p>\$ _____ per occurrence</p> <p>\$ _____ aggregate</p> <p>Additional Insureds:          1. City of New York, including its officials and employees, and          2. _____          3. _____</p>
<input type="checkbox"/> Hull and Machinery Insurance      Art. 22.1.7(b)	<p>\$ _____ per occurrence</p> <p>\$ _____ aggregate</p> <p>Additional Insureds:          1. City of New York, including its officials and employees, and          2. _____          3. _____</p>
<input type="checkbox"/> Marine Pollution Liability      Art. 22.1.7(c)	<p>\$ _____ each occurrence</p> <p>Additional Insureds:          1. City of New York, including its officials and employees, and          2. _____          3. _____</p>

<p>OTHER]</p> <p><input type="checkbox"/> Excess Policy</p>	<p>Art. 22.1.8</p> <p>Art. 22.1.8</p>          <p>_____ Per Occurrence</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>
<p>[OTHER]</p> <p><input type="checkbox"/> _____</p>	<p>Art. 22.1.8</p> <p><i>[See directly above.]</i></p>

**SCHEDULE A**

**CERTIFICATES OF INSURANCE**

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

**SCHEDULE A**

**CITY OF NEW YORK  
CERTIFICATION BY INSURANCE BROKER OR AGENT**

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

\_\_\_\_\_  
[Name of broker or agent (typewritten)]

\_\_\_\_\_  
[Address of broker or agent (typewritten)]

\_\_\_\_\_  
[Email address of broker or agent (typewritten)]

\_\_\_\_\_  
[Phone number/Fax number of broker or agent (typewritten)]

\_\_\_\_\_  
[Signature of authorized official, broker, or agent]

\_\_\_\_\_  
[Name and title of authorized official, broker, or agent (typewritten)]

State of .....)

) ss.:

County of .....)

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

**SCHEDULE A**  
**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**

**PART IV. ADDRESS OF COMMISSIONER**

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

[**Note to Contracting Agency:** Fill in Risk Manager, ACCO or other person responsible for insurance]

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**BID DOCUMENTS**

**A. APPLICATION FOR QUALIFICATION**

**NOTE TO BIDDERS: YOU MUST ANSWER ALL QUESTIONS. FAILURE TO COMPLETE THIS SECTION IN DETAIL MAY RESULT IN THE REJECTION OF YOUR BID.**

- 1. a. Name of Bidder \_\_\_\_\_
- b. Bidder is: Individual ( ) Partnership ( ) Corporation ( )

2. Address \_\_\_\_\_

3. How long have you been in business? \_\_\_\_\_

4. State the general nature of the services you desire to Bid upon:

\_\_\_\_\_

5. How long at present address? \_\_\_\_\_

6. If incorporated, state date of incorporation \_\_\_\_\_ State

\_\_\_\_\_  
(If not a domestic corporation, attach a copy of the Certificate of Authority by the Secretary of State of New York pursuant to the General Corporation Law).

7. List below names and address of all officers of the Corporation

NAME	HOME ADDRESS	TITLE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Are you a partnership? \_\_\_\_\_

If so, list names and addresses of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. If you are doing business under a trade name, give the name of the state and the county in which the certificate is filed. (If certificate is filed outside of New York City, attach a certified copy of the certificate)

\_\_\_\_\_  
STATE COUNTY

10. Number of Employees \_\_\_\_\_



11. Do you share working premises with any other firm or firms? \_\_\_\_\_  
If so, give the name of such other firm (s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Do you own and operate a warehouse? \_\_\_\_\_  
If answer is yes, give address and number of years at this address.  
\_\_\_\_\_  
Address \_\_\_\_\_ Years \_\_\_\_\_

13. Have you ever bid on any City Business under another name? \_\_\_\_\_  
If the answer is yes, list below the name or names:  
\_\_\_\_\_  
\_\_\_\_\_

14. Have you any outstanding bids for contracts with the City? \_\_\_\_\_  
If the answer is yes, please list them \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Have you any current contract awards from the City? \_\_\_\_\_  
If the answer is yes, please list them including the amount of the award.  
\_\_\_\_\_

16. Give names and addresses of three of your largest customers including the Federal,  
any State or City government, or any quasi-public corporation.  
\_\_\_\_\_  
\_\_\_\_\_

a. Name and address of Company or Agency \_\_\_\_\_  
\_\_\_\_\_  
Name and Title of Contact Person \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_ FAX \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
Address or location where services were performed \_\_\_\_\_  
\_\_\_\_\_  
Amount of contract \$ \_\_\_\_\_  
Dates services were performed \_\_\_\_\_

b. Name and address of Company or Agency \_\_\_\_\_  
\_\_\_\_\_  
Name and Title of Contact Person \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_ FAX \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
Address or location where services were performed \_\_\_\_\_

Amount of contract \$ \_\_\_\_\_  
Dates services were performed \_\_\_\_\_

c. Name and address of Company or Agency

\_\_\_\_\_  
Name and Title of Contact Person

\_\_\_\_\_  
Telephone No. \_\_\_\_\_ FAX \_\_\_\_\_

\_\_\_\_\_  
Scope of Work \_\_\_\_\_

\_\_\_\_\_  
Address or location where services were performed

\_\_\_\_\_  
Amount of contract \$ \_\_\_\_\_

\_\_\_\_\_  
Dates services were performed \_\_\_\_\_

17. Bank References.

\_\_\_\_\_  
\_\_\_\_\_

18. Federal I.D. Number \_\_\_\_\_  
(If Bidder is an individual and has no Federal I.D. Number, then state Bidder's Social Security number)

19. Financial Condition: The Bidder shall furnish all books of account, records, vouchers, statements or other information that the Agency may require concerning the Bidder's financial status in order to ascertain the Bidder's responsibility and capability to perform the contract.

20. Performance record of Bidder on City Contracts. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Affidavit - If the applicant for registration is an individual, s/he must sign and verify the following statement; if the applicant is a partnership, the statement must be signed and verified by one of the partners; if the applicant is a corporation, the statement must be signed by an officer of the corporation who must state what office s/he holds).

The undersigned hereby certifies to the truth and accuracy of all figures and answers contained in this application, and hereby authorizes the Department to make any necessary examination of the books of account, records and vouchers of the Bidder to determine his/her responsibility.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
TITLE

STATE OF NEW YORK

ss.:

COUNTY OF \_\_\_\_\_

Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**BID SHEETS FOR ASBESTOS ABATEMENT SERVICES CITYWIDE**

PIN#:20BSEGS09001

**BID PRICE:** Indicate bid price in figures for each item; transfer subtotals to Page 29

**PART "A" ASBESTOS ABATEMENT SERVICES**

ITEM	DESCRIPTION	UNIT	UNIT PRICE <sup>1</sup>	QUANTITY	TOTAL
1	Removal of tracks	LF		1,000	\$
2a.	Removal of ACM floor tiles (Including Mastic)	SF		12,000	\$
2b.	Price for additional layers	SF		3,000	\$
3	Acoustical Ceiling Tiles	SF		4,500	\$
4	Spray-On Fire-Proofing	SF		1,500	\$
5	Duct Insulation	SF		150	\$
6	Pipe Lagging	LF		150	\$
7	Plaster on metal/wood lath	SF		150	\$
8	Plaster trowelled onto masonry surface; i.e. Brick, Masonry, Terracotta and Concrete	SF		150	\$

SUBTOTAL Part "A": \$ \_\_\_\_\_

**PART "B" ALLOWANCE**

ITEM	DESCRIPTION	UNIT	Allowance, Including Percentage Mark-Up 10% OH and 10% Profit	TOTAL
9a	Labor Allowance	EA	\$75,000.00	\$75,000.00
9b	Material Allowance	EA	\$25,000.00	\$25,000.00

SUBTOTAL Part "B": \$ 100,000.00

**NOTE: THE QUANTITIES LISTED ARE FOR ESTIMATING PURPOSES ONLY. THE HUMAN RESOURCES ADMINISTRATION DOES NOT GUARANTEE ANY MINIMUM OR MAXIMUM QUANTITIES UNDER THIS AGREEMENT.**

<sup>1</sup> Unit prices shall include all of Bidder's labor, materials, overhead, and profit to complete the required asbestos abatement service including the removal and disposal.

B. BID

PIN: 20BSEGS09001  
Total Price From Page 28-A

E-PIN: 09620B0007

Total Price:

\$ \_\_\_\_\_

\_\_\_\_\_(Dollars) Total (price in words)

\$ \_\_\_\_\_  
(Total Price in figures)

Bidder:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

Attest:  
(Corporate Seal)

\_\_\_\_\_  
Secretary of Corporate Bidder

The Affidavit on the following pages shall be subscribed and sworn to before a Notary Public or Commissioner of Deeds.

**\*NOTE: In case of any discrepancy between the price in words and that in figures, the lowest price will be considered the price bid.**

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**AFFIRMATION OF TAX COMPLIANCE**

The undersigned Proposer or Bidder affirms and declares that said Proposer/Bidder is not in arrears to the City of New York upon any debt, contract or tax, and is not a defaulter, as surety or otherwise, upon any obligation to the City of New York, and has not been declared non- responsible or disqualified by any Agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Proposer/Bidder to receive public contracts, except:

\_\_\_\_\_  
\_\_\_\_\_  
Full Name of Proposer or Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER**

A: Individual or Sole Proprietorship

Social Security Number:   

B: Partnership, Joint Venture or other incorporated organization

EMPLOYER IDENTIFICATION NUMBER

C: Corporation

EMPLOYER IDENTIFICATION NUMBER

- CERTIFIED WOMEN BASED ENTERPRISE**
- CERTIFIED MINORITY BIDDER**
- CERTIFIED NON-PROFIT ENTERPRISE**
- CERTIFIED LOCALLY BASED ENTERPRISE**

BY: \_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
TITLE

If a corporation, place seal here

Must be signed by an officer or duly authorized representative

\*\*Under the Federal Privacy Act, the furnishing of Social Security Numbers by Bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a Bidder’s disqualification. Social Security Number will be used to identify Bidders, Proposers or vendors to ensure their compliance with Laws, to assist the City in enforcement of Laws, and to provide the City with a means of identifying businesses that seek City Contracts.

NOTE: The following Affidavit shall be made by the person signing the Bid and shall be subscribed and sworn to before a Notary Public or Commissioner of Deeds.

**STATEMENTS AND REPRESENTATIONS OF BIDDER**

(Please Print or type below name and address of bidding entity)

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THE ABOVE-NAMED BIDDER MAKES THE FOLLOWING STATEMENTS AND REPRESENTATIONS AS PART OF THIS BID AND SHALL EXECUTE AN AFFIRMATION WHICH APPEARS ON PAGE 29 OF THIS BID BOOK, THAT:

1. The Bidder, if an individual, is of lawful age;
2. That the Bidder is the only one interested in this Bid, and that no person, firm or organization other than hereinabove named has any interest in this Bid or in the Contract proposed to be taken;
3. That the Bidder, and each person signing on the Bidder's behalf, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - a. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other Bidder or with any competitor;
  - b. Unless otherwise required by Law, the prices quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder, directly or indirectly to any other Bidder or to any competitor, prior to Bid opening; and
  - c. No attempt has been made or shall be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition;
  - d. That no City Councilor or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, Work or labor to which it relates, or in any of the profits thereof.
  - e. That said Bidder is not in arrears to the City of New York upon any debt, contract or tax, and is not a defaulter, as surety or otherwise, upon any obligation to the City of New York, and has not been declared non-responsible or disqualified by any Agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Bidder to receive public contracts, except as otherwise stated in the affirmation. The Bidder shall file with the Bid said affirmation that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City, and indicate its Tax Identification Number in the Bid.

4. That the Bidder has examined all parts of this Invitation for Bids, including but not limited to the Agreement and the terms and conditions thereof; and if the Bid is accepted as submitted, the Bidder shall execute the Agreement as set forth herein.

The Bidder executes this document expressly warranting and representing that the Bidder shall provide all bonds, insurance and other required documents and all the information with respect to its financial condition as may be pertinent and the Agency may deem reasonably necessary to determine the qualifications of the Bidder.

5. That the Bidder certifies that it is duly licensed to do business in the City and State of New York and holds or agrees to obtain all necessary permits required by Law or regulation for the performance of the Contract.
6. The Bidder executes this document expressly warranting and representing that should this Bid be accepted by the City and the Contract awarded to the Bidder, it and its Sub-contractors engaged in the performance of the Contract: (1) shall comply with the provisions of Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations and the rules and regulations of the Procurement Policy Board ("PPB Rules") adopted pursuant thereto as more expressly and in detail set forth in the Contract.

In the event of breach or violation of any of the foregoing, the Bidder may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a Bidder for a period of three (3) years.

7. The Bidder represents that: (1) its attention has been specifically drawn to the Equal Employment Provisions of the Contract Agreement; and (2) warrants that it will comply with all the terms and provisions prescribed therein.
8. The Bidder executes this document expressly warranting and representing that should this Bid be accepted and the Contract awarded to the Bidder, the Bidder and its Subcontractors engaged in the performance thereof (1) shall comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Sections 220 and 230 of the New York Labor Law as more expressly and in detail set forth in the Contract: and (2) shall post notices to be furnished by the City, setting forth the requirements of the aforesaid Law in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and shall continue to keep such notices posted until the supplies, materials and equipment, or Work, labor and services required by the Contractor have been finally accepted by the City.

The Bidder executes this document expressly warranting and representing that the Bidder will provide all bonds, insurance and other required documents and all the information with respect to its financial condition as may be pertinent and the Agency may deem reasonably necessary to determine the qualifications of the Bidder.



**AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

STATE OF NEW YORK,

ss:

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, says:

I am the person described in and who executed the foregoing Bid and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(SIGNATURE OF THE PERSON WHO SIGNED THE BID)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**AFFIDAVIT WHERE BIDDER IS A CORPORATION**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_ ss:

I am the \_\_\_\_\_ of the above name corporation whose name is subscribed to and which executed the foregoing Bid. I reside at \_\_\_\_\_

\_\_\_\_\_ I have knowledge of the several matters therein stated, and they are in all respects true.

\_\_\_\_\_  
(SIGNATURE OF THE PERSON WHO SIGNED THE BID)

Subscribed and Sworn to Before Me This \_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_.

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

**AFFIDAVIT WHERE BIDDER IS A FIRM**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_ .ss:

I am a member of \_\_\_\_\_ the firm described in and which executed the foregoing Bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all aspects true.

\_\_\_\_\_  
(SIGNATURE OF THE PERSON WHO SIGNED THE BID)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

C. BIDDERS "STATEMENT AS TO PARTICIPATION IN AN APPRENTICESHIP PROGRAM AND AGREEMENT; HEALTH AND WELFARE PROGRAM AND PENSION PLAN."

1. State whether the Bidder has participated in the past in any apprenticeship program on a New York City contract and agreement registered with the Department of Labor of the State of New York, pursuant to Article 23 of the New York State Labor Law. \_\_\_\_\_
  - a. Do you and/or your Subcontractors intend to utilize the services of apprentices on this Contract? \_\_\_\_\_  
If yes, set forth such apprenticeship programs and agreements and the dates of registration.  
\_\_\_\_\_
2. Have any of such apprenticeship programs and agreements been de-registered by the Department of Labor? \_\_\_\_\_  
If yes, set forth the trade participated in, the dates of registration and de-registration and whether the de-registration was voluntary or formal for Bidder's violation of and non-compliance with Article 23 of the Labor Law and the regulations promulgated there under governing the registration of apprenticeship program and agreements.  
\_\_\_\_\_
3. State whether the Bidder intends to participate on this contract in an apprenticeship program and agreement registered with the Department of Labor \_\_\_\_\_.  
If yes, set forth the trade and the particulars of such apprenticeship program and agreement.  
\_\_\_\_\_  
If no, the Bidder shall be precluded from utilizing apprentices on this Contract.
4. Does the Bidder have a participating health and welfare program for its employees (including supplementary benefits through a union)? \_\_\_\_\_  
If yes, give name of carrier and employer identification number:  
\_\_\_\_\_.

Based on the information provided by the Bidder, the following action may be taken by the Agency:

1. If the low Bidder indicates that it was a non-participant in an approved apprenticeship program and either used apprentices on prior New York City contracts or intends to use apprentices on the Contract, the Agency Head shall convene a Board of Responsibility to determine whether the Contract should be awarded to that low Bidder.
2. If the low Bidder indicates that it does not provide a participating health and welfare program or a registered pension plan, the Agency Head may not award the Contract to that low Bidder. However, if the low Bidder indicates that it is a self-insured provider of such a program or plan, the Agency Head shall convene a Board of Responsibility to determine whether the Contract should be awarded to that low Bidder.

FIRM NAME OR CORPORATION

\_\_\_\_\_

By \_\_\_\_\_  
TITLE

STATE OF NEW YORK

SS:

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says:

1. That s/he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation duly organized under the Laws of the State of \_\_\_\_\_, and having its principal place of business at \_\_\_\_\_.

OR

1. That s/he is a member of or partner in the firm or partnership of \_\_\_\_\_, whose principal place of business is \_\_\_\_\_.

2. That the foregoing statement captioned "Statement as to Participation in the Apprenticeship Program and Agreement; Health and Welfare Program and Pension Plan" and information set forth therein by the Bidder are in all respects true and are made with the knowledge and understanding that the City will rely on them if this Bid is accepted, and that this corporation/firm will comply with the Mayor's Executive Order No. 89 and all other regulations and requirements applicable to apprenticeship programs and agreements, health and welfare programs and pension plans.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

---

NOTARY PUBLIC

D. FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

hereinafter, "Principal", and \_\_\_\_\_

\_\_\_\_\_

hereinafter, "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter, "CITY", or its successors and assigns, in the penal sum of \_\_\_\_\_

\_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, Lawful money of the United States, for payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted to the City the accompanying proposal, incorporated herein by reference, to enter into a contract in writing for

\_\_\_\_\_

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal does not withdraw said Proposal without the City's consent for a period of forty-five (45) days after the opening of Bids and if the City accepts the Principal's Proposal, the Principal shall:

- a. Within ten (10) Days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the Proposal, as accepted; and
- b. Furnish a performance bond and separate payment bond, as the City may require, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City, and shall be executed by good and sufficient sureties, and
- c. In all respects perform the Agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and hereby made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void. It shall otherwise to remain in full force and effect.

In the event that the Proposal of the Principal is accepted and the Contract is awarded to it, the Surety hereunder agrees, subject only to the payment by the Principal of the premium therefore if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the paid amount of this obligation, as herein stated.

There shall be no liability under this Bond if, in the event the Principal's Proposal is accepted by the City, either a performance bond or a payment bond, or both, are not required by the City on or before the 30<sup>th</sup> day after the date on which the City signs the Contract.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open Bids, or by any extensions of the time within which the City may accept the

Principal's Proposal, or by any waiver by the City of any of the requirements of the Information for Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(Seal)

\_\_\_\_\_(L.S.)

PRINCIPAL

By\_\_\_\_\_

(Seal)

\_\_\_\_\_

SURETY

By\_\_\_\_\_

D. FORM OF BID BOND ACKNOWLEDGEMENT

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

STATE OF \_\_\_\_\_ )  
SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that s/he resides at \_\_\_\_\_ that s/he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed his/her name thereto by like order.

\_\_\_\_\_

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument and s/he acknowledged to me that s/he executed the same as and for the act and deed of said firm.

\_\_\_\_\_

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that s/he executed the same.

\_\_\_\_\_

Affix Acknowledgements and Justification of Sureties

**THESE PAGES ARE INTENTIONALLY OMITTED**

**END OF INSTRUCTIONS**

**FOR**

**BIDDERS**



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N-Asbestos Abatement  
PIN 0BSEGS09001  
EPIN: 09620B0007

**SPECIFICATIONS TO PROVIDE ALL LABOR,  
MATERIAL, EQUIPMENT AND ACCESSORIES REQUIRED  
TO PERFORM**

**ASBESTOS ABATEMENT SERVICES**

**ON AN “AS NEEDED” BASIS**

**AT HRA FACILITIES, CITYWIDE**

**PIN: 20BSEGS09001**

**EPIN: 09620B0007**

**THE CITY OF NEW YORK  
HUMAN RESOURCES ADMINISTRATION  
GENERAL SUPPORT SERVICES  
OFFICE OF CONTRACTS AND BUDGET MANAGEMENT  
375 Pearl Street, 24<sup>th</sup> Floor  
New York, New York 10038**

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## **1.1 INTENT**

The New York City Human Resources Administration (“HRA” or “Agency”) maintains and upgrades its owned and leased facilities and HRA General Support Services (“GSS”)/Office of Contracts and Budget Management (“OCBM”) manage this work by providing the contracted services necessary to meet the Agency’s needs. The Agency intends to enter into a contract (the “Contract”) with a contractor (the “Contractor”) which shall furnish all labor, materials, supplies tools and equipment required for the proper performance and completion of asbestos abatement services at various HRA facilities, Citywide (the “Services”). It is also the intent of this Contract to include any items not particularly mentioned in these Specifications, but obviously necessary for the proper execution of this work.

Contractor shall provide the Services specified herein in accordance with these Specifications and in compliance with all laws, rules, regulations, and standards required, in order to ensure a safe and functional environment at HRA facilities. Contractor shall provide the Services on an as-needed basis, based on the Contractor’s unit rates listed on the Bid Sheets, with no guaranteed minimum amount of work to be performed by the Contractor.

## **1.2 CONTRACT TERM**

- A.** The term of this Contract is three (3) years from the date the Contract is registered with the New York City Comptroller’s Office unless terminated sooner pursuant to the terms of this Contract.
- B.** The Agency reserves the right to cancel this Contract, with ten (10) days written notice, without cause and without penalty to the City of New York. In such a case, all authorized work completed prior to the determination shall be paid in full.
- C.** HRA, at its sole discretion, may renew this Agreement for one (1) additional three (3) year term, subject to the availability and appropriation of funds.

## **1.3 BIDDER QUALIFICATIONS**

- A.** The Contractor shall possess and maintain all licenses, certifications, and insurance necessary to perform asbestos abatement services in New York City. At the time of Award, the Contractor must provide copies of all required licenses and certifications. The selected Contractor shall maintain all licenses and certifications required to perform the services required under this Contract during the Contract term and shall provide current copies of all applicable licenses and certifications within two (2) business days of written request from HRA. Certificates of Insurance must clearly state that they are in effect throughout the term of this Contract.
- B.** All bidders must possess a federal U.S. DOT number which is required in order to perform the services under this Contract within New York City.

- C.** The bidder shall provide three (3) verifiable, reputable business references, as required in the Bid Package.
- D.** Upon request, bidders must provide all information necessary for a determination of responsibility, as set forth in Section 2-08 of the New York City Procurement Policy Board Rules (“PPB Rules). Under the PPB Rules, the Agency retains the right to determine Contractor responsibility as to financial resources, technical qualifications, experience, organization, material, equipment, facilities and personnel resources, as well as a satisfactory record of performance and business integrity. The Agency may require the bidder or prospective bidder to furnish all books of accounts, records, vouchers, statements, line(s) of credit or other information concerning the bidder’s financial status for examination, to ascertain the bidder’s responsibility and capacity to perform the Contract. The Agency may also require personnel information, staff qualifications and service vehicle availability to determine if the bidder has sufficient resources to meet contract obligations in accordance with Section 2-08 of the PPB Rules. Contractor shall notify HRA of any changes to such personnel throughout the term of the Contract.
- E.** The apparent low bidder must demonstrate to the satisfaction of HRA, prior to award, its capacity to successfully complete the Services as described in these Specifications and meet the qualification requirements herein. The award of this Contract shall be contingent on the Contractor’s ability to demonstrate, to the satisfaction of the Agency, that the Contractor has sufficient liquid assets and/or established line(s) of credit with a reputable financial institution, to cover at least (3) months payroll costs and operating expenses for all contracts it currently holds.
- F.** In the event a Contractor is currently providing services to another public and/or private organization, any subsequent low bid by that same Contractor for any additional or similar contracts will be evaluated, as described in this Section, in order to determine the Contractor’s ability to perform the additional services required under this Contract.
- G.** All bids must be accompanied by a list of all of the contracts held by the bidder for the past five (5) years, which includes contracts demonstrating a minimum of three (3) years of performing work similar to what is required under this Contract, currently and previously. This information shall include the following:

  - A. Company names and addresses
  - B. Contact person and telephone number
  - C. Value of Contract
  - D. Type / Scope of Work
  - E. Indicate whether work was done as a Principal contractor, subcontractor or sub-subcontractor.
- H.** During the contractor evaluation process, each bidder shall be required to provide evidence of having performed work of a similar nature and contract value, for a minimum of three (3) years, within the last five (5) years, in the New York City/Tri-State area. The contract value(s) of such past work must be greater than or equal to 90% of the bidder’s bid for this Contract.

- I. By its acceptance of this Contract, Contractor certifies compliance with all Federal, State and Local laws and applicable Agency regulations, including those affecting or limiting prices, labor, production, purchase, sale, use or inventory of materials, as such laws or regulations may affect this Contract.
- J. A bidder shall submit all requested information/documentation within five (5) calendar days upon receipt of a written notice from HRA.
- K. All bid qualification requirements must be met at the time of bid opening unless otherwise specified. Failure to meet the above requirements may result in a determination of non-responsiveness.
- L. Due to the security measures at 4 World Trade Center or, as otherwise known, 150 Greenwich Street, it is the bidder's responsibility to build in adequate time to allow for delays in delivering the bid to the 37th floor as required in the solicitation. Please note that security procedures at this location may cause extensive delays. Therefore, any bidder should build in extra time to ensure that their bid arrives on time. Any bid that is not received prior to the deadline on the 37th Floor or at any other location in the building as indicated in the bid book will be considered late and will not be accepted, even if the bid package is within the building.

#### **1.4 CONTRACT QUESTIONS**

All questions and matters relating to this Contract shall be referred to the designated HRA/OCBM Contract Manager:

Jim Byrnes

(929) 252-2864

byrnesj@hra.nyc.gov

#### **1.5 OPTIONAL PRE-BID CONFERENCE**

- A. Each prospective bidder is strongly encouraged to attend the optional Pre-Bid Conference prior to the submission of a bid, to clarify and/or resolve matters of interpretation or intent, with regard to the Specifications and/or Scope of Work.

The optional Pre-Bid Conference will be held either remotely or at the following location, as directed by HRA:

4 World Trade Center

150 Greenwich St, 37<sup>th</sup> Floor

New York, NY 10007

- B. HRA will set the date and time of the optional Pre-Bid Conference.

## **1.6 THE BID**

- A. The Contract shall be awarded to the lowest responsive and responsible bidder. HRA makes no representations as to the total amount of work to be ordered. Dollar values are shown are for bidding estimate purposes only and do not reflect the actual amounts of work to be ordered by the Agency. All quantities stated on the Bid Sheets are approximations only, and are provided solely to be used as a uniform basis for comparison of bids. These approximations shall not be considered part of this Contract. The quantities of Services actually required may be less or more than estimated.

## **B. PREVAILING WAGES**

The Office of the Comptroller of the City of New York has established Prevailing Wage Rates and Supplementary Benefits, pursuant to Sections 220 and 230 of the Labor Law of New York, which shall 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. The Contractor is therefore obligated to pay each employee not less than the hourly wage stipulated for its craft, trade or occupation in the City of New York Comptroller's current Schedule of Wage Rates and Supplementary Benefits, as called for in the General Conditions of this Contract. The Contractor shall pay each employee in accordance with the Comptroller's promulgated Prevailing Wage Rates. HRA will pay additional direct labor costs incurred by Contractor for overtime payments mandated by the Prevailing Wage Law only if HRA authorizes Contractor in writing to perform such work. It is the Contractor's responsibility to ensure familiarity and compliance with the rules stated above.

## **C. PART "A" SERVICES**

1. Bidders shall enter a Unit Price for each of the line items listed as Part "A" Asbestos Abatement Services on the Bid Sheets in the "Unit Price" column. The Unit Price shall represent the complete cost to HRA for both routine and emergency Work Orders and is deemed to include the complete cost of items of work including material and/or labor, equipment, supervision, overhead, profit, insurance, travel costs, parking fees, permits, licenses, and any other ancillary fees and costs. All sundries items, such as wire nuts, tape, screws, bolts, etc., shall be considered part of the Unit Price.
2. Bidders shall enter a Total for each of the line items listed as Part "A" Services on the Bid Sheets in the "Total" column. The Total for each Part "A" Service represents the product of the Unit Price multiplied by Quantity listed for each line item. Bidders shall add the Totals for each line item under Part "A" and enter the subtotal for Part "A" Services where indicated for "SUBTOTAL Part "A".
3. The items and quantities from the Bid Sheets required for each Work Order will be determined on an as needed basis. Unit quantities and estimated values of incidental



work shown on the Bid Sheet are for estimate purposes only and actual usage will be determined by the individual job scope. For units of service not specifically mentioned on the Bid Sheet under Part “A” Services or quantities less than the minimum, the Contractor shall be paid for the actual labor and materials provided to HRA as specified in Part “B” Services below.

#### **D. PART “B” SERVICES**

1. Part “B” Services represent the cost allowance for labor and materials provided to perform services not listed as Part “A” Services. In these instances, HRA will pay Contractor for the actual labor provided in accordance with the Comptroller’s Prevailing Wage Rate Schedule and materials provided as determined by the individual job scope. The cost allowances for labor and materials are not biddable items, and the allowances for Part “B” labor and materials are listed on the Bid Sheets as item 9a and 9b, respectively. The total not-to-exceed amount for the Part “B” labor allowance, including the permitted 10% mark-up for overhead and 10% mark-up for profit, is \$75,000.00 for the term of the Contract and the total not-to-exceed amount for the Part “B” material allowance, including the permitted 10% mark-up for overhead and 10% mark-up for profit, is \$25,000.00 for the term of the Contract.
2. Catalogue Markup and/or Discount. Contractor shall purchase required materials from a standard catalogue identified by the Contractor (the “standard catalogue”) during the term of the Contract. Bidders are not required to use the standard catalogue, so long as the range of materials in the bidder’s catalogue is at a minimum equal to the range of materials in the standard catalogue, subject to the approval of the Agency. Part “B” of the Bid Sheets specifies the allowable markup percentage for items in the standard catalogue (or the bidders’ catalogue, if different) that are not listed on the bid sheet, or are less than the minimum unit of measure for that item. Any preferred customer discount shall be passed on to the City at the time of invoicing. The Agency shall receive the actual invoiced price.
3. Markup for Price Quotations. During the term of the Contract, if the Agency requires materials that are not included in the standard catalogue (or the bidder’s catalogue, if different), the bidder shall solicit at least three price quotations for such materials. The bidder shall purchase the materials from the supplier providing the lowest quote and shall be entitled to the materials markup percentages under Part “B” of the Bid Sheets, on the lowest quote. Upon request of the bidder and for good cause shown, the Agency may waive this procedure for a particular item provided that the bidder’s proposed price for the material is demonstrated to be cost reasonable.

#### **E. TOTAL BID AMOUNT**

The total bid amount will be determined by adding the subtotals for Part “A” and Part “B” Services, which bidders shall enter on the Bid Sheets where indicated on page 29 of the Bid Sheets.

## **F. ESCALATION CLAUSE**

1. In the event that the applicable New York State Labor Law establishing the Prevailing Wage Rates for services performed under this Contract is increased during the term of this Contract, Contractor may request a contract modification to address such payroll modifications and related contract expenditures. Any request for such change should be submitted in writing to the OCBM/Director of Contracts, along with any official notification and documentation supporting the modification request. Upon receipt of all necessary oversight approvals and subject to the availability of funding, the Contract Manager will prepare a contract modification.
2. Any increase will be limited only to the Prevailing Wage Rate increases, Supplemental Benefits and associated Statutory Benefits such as FICA, Workers' Compensation and State Unemployment Insurance, etc. No increase will be allowed for overhead and profit.

**G.** Bidders shall fill out each biddable section on the Bid Sheets and may not leave any blank spaces.

**H.** Upon notification of award, the selected Contractor shall provide HRA with proof of the Contractor's actual expenditures for statutory and supplemental benefits.

**I.** The following forms, if contained in this Bid Book, shall be completed and submitted with the Bid:

Bid form;  
Bid security (if required);  
Schedule B – M/WBE Utilization Plan;  
Vendor Information Sheet; and  
Tax Affirmation.

**J.** By submitting its bid, the Contractor certifies that they have read, understood, and fully accepts all the terms and conditions stated in these Specifications.

## **1.7 CONTRACT INITIATION MEETING**

**A.** Upon receipt of the Advice of Award, the awarded Contractor or its designated representative shall attend a Contract Initiation Meeting prior to the commencement of any work under this Contract. The meeting shall include, but not be limited to, discussion of the responsibilities of the parties; review and clarification of proper invoicing; response time and liquidated damages; and the project manager's and other Agency designees' respective contact names and phone numbers.

**B.** At any time subsequent to the Contract Initiation Meeting, HRA may change or add to the contact names and/or phone numbers established at the Contract Initiation Meeting,

upon ten (10) days written notice. However, in the event of an unanticipated and immediate change in HRA personnel, HRA shall endeavor to provide reasonable notice under the circumstances, verbal, or otherwise, followed-up in writing.

- C. The selected Contractor shall provide, and have available on a 24 hours-a-day, 7 days-a-week basis, a telephone number with answering machine where a company representative can be reached, a facsimile machine, a working email address and a cellular telephone for receipt of proposal requests, Work Order Letters, and communications pertaining to this Contract.

## **1.8 SCOPE OF WORK**

### **A. GENERAL**

1. The work shall be performed under the supervision of a Construction Project Manager (“CPM”) designated by the GSS/Director of the Bureau of Construction Management (“BCM”) or his/her designee. The Contractor shall refer to the CPM any questions and/or decisions regarding staging or the order of performance of the work; any questions regarding conflicts in the Contract documents and any requests from other agencies or personnel regarding the subject work.
2. The Contractor shall be required to request, from the designated CPM, an approved Change Order describing in detail any extra work, which will modify and/or change the original cost of the services. No changes or extra work shall be performed without an executed Change Order and approval from OCBM/Contract Manager (CM) who will be assigned to manage this Contract. HRA reserves the right to substitute or delete any part of a project required under the Contract.
3. The CM will provide the Contractor with a Work Order (WO), identifying the location, scope and nature of each specific project. A WO may involve multiple sites to be worked on simultaneously and coordinated with other trade Contractors performing under a similar agreement. The work site may or may not be occupied by HRA staff and/or clients. The Contractor shall be responsible for the proper coordination of all trades during the course of work. Contractor shall coordinate and cooperate with HRA as necessary to ensure that Contractor does not interfere with, and is not impeded by other operations or trades at work sites. Contractor shall schedule its work so as to allow Agency personnel and clients, to occupy a portion of the space during service, if the Agency so requires.
4. A typical Work Order may include, without limitation, the following activities:
  - a. Removal of tracks over ACM tiles

5. In accordance with these Specifications, Contractor shall provide all necessary resources, i.e., vehicles, supplies, equipment, and personnel to perform and complete the services described in these Specifications. The Contractor shall provide sufficient skilled tradespersons and supervisors to perform the various types of work assignments. Contractor must manage its staffing levels accordingly with respect to the amount of Services it regularly provides under this Contract. The Contractor may be expected to provide subcontracted labor for various specialty services that may be required for proper execution of the work.
6. The Contractor must arrive at each work location with all supplies required for the performance of the work. Contractor must use protective equipment required for the safe performance of work.
7. Services to be performed under this Contract shall include items not specifically mentioned in these Specifications, but which are obviously necessary for their proper execution. For all Work Orders, or where any services are not fully set forth in these Specifications or in the Plans, it shall be completed in a manner conforming to the best modern practices of work of this character.
8. Upon award of the Contract, the Contractor shall provide the CM with a telephone number where a Contractor's representative can be reached twenty-four (24) hours a day, seven (7) days a week.
9. The successful Contractor shall complete all work and leave it in first class condition, to the satisfaction of the Agency, and ready for use.
10. HRA reserves the right to have work performed by another contractor or HRA employee if the Contractor's work is deemed unsatisfactory or untimely by the Agency. Costs incurred by HRA will be deducted from any monies due or scheduled to become due to Contractor. Contractor shall be liable for the difference between what the services cost under the terms of this Contract and the cost of the services rendered by a substitute Contractor, if the latter cost is greater. In the event of untimeliness, the Agency may also assess liquidated damages in accordance with Section 1.14 of these Specifications.
11. Should any conflict, error, or omission occur between a Work Order and (a) method Contractor uses to perform any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the quantities required, in every such situation the Contractor shall be deemed to have estimated in the most expensive method of performing the work using only the best material and workmanship, unless the Contractor shall have asked for and obtained a clarification in writing from the CM prior to submission of its proposal for a Work Order.
12. The Contractor is responsible for clearing any violations during the Contract term regarding the scope of work of this Contract.

13. If Contractor's Services are performed in an unsatisfactory or defective manner, as reasonably determined by HRA, Contractor shall perform remedial Services within forty-eight (48) hours of notification from HRA, excluding Saturdays, Sundays and holidays, at no additional cost. Any property damaged in the removal or replacement of defective work shall be restored and made good in an approved manner and to the satisfaction of the Agency. All products must be used in strict accordance with the recommendations and directions of the manufacturer.
14. Where materials or workmanship are required by this Scope of Services to meet or exceed the specifically named code or standard, it is Contractor's responsibility to provide materials and workmanship that meet or exceed the specifically named code or standard. Workmanship shall be first class in every respect, performed in a most thorough manner and in keeping with the best practice of the trade.
15. Upon HRA request, Contractor shall promptly replace any of its employees with whom HRA is not satisfied. Contractor shall ensure that all replacement personnel meet the requirements of these Specifications, and are familiar with the work to be performed.

## **B. WORK PROCEDURE**

The Contractor shall provide its services to the Agency in accordance with the following protocol:

1. Routine (Non-Emergency) Part "A" and Part "B" Work Orders:
  - a. The CM will provide the Contractor with a Work Order, identifying the location, scope and nature of the services to be provided.
  - b. The Contractor is required to acknowledge receipt of the Work Order within forty-eight (48) hours of notification and provide a cost proposal based upon the Bid Sheets within forty-eight (48) hours from the acknowledged receipt of the Work Order, with exception of an emergency as described within Section 1.8 (B) (2). The Contractor shall not start a project without an approved proposal, with the exception of an emergency, as described within Section 1.8 (B) (2).
  - c. A designated Agency representative will approve the Contractor's estimate and coordinate Agency personnel and the Contractor to establish a schedule for the work.
  - d. The Contractor's employees must sign in and out at the work site daily on the Contractor Attendance Sheets (provided by the Agency). An HRA representative on-site must sign these sheets at the end of each day. Any problems or discrepancies with the sign-in sheets must be resolved with HRA's Construction Project Manager immediately; failure to do so may result in disputed labor charges.

- e. The Contractor shall not disconnect and/or remove any equipment or device from a location until they have received authorization to do so from the respective CM.
  - f. The Contractor shall notify the CM immediately when work on a job site is stopped or unable to start due to circumstances beyond the Contractor's control.
2. Emergency Work Orders for Part "A" and Part "B" Work:
- a. The CM will provide the Contractor with a verbal request for emergency service, identifying the location, scope and nature of the service, followed by a Work Order.
  - b. Only emergencies, as identified by the CM or his/her designee, may be performed without prior written approval.
  - c. Upon completion of the emergency service, the Contractor shall submit a detailed cost proposal to the CM. This proposal will result in a work authorization confirming the work already performed.
  - d. In the event of an emergency the Contractor shall be required to mobilize manpower to any borough, within four (4) hours of notification. If the Contractor fails to respond within four (4) hours of assignment of the work, the Agency will not be required to pay the four hours minimum labor charge as stated in Section 1.13, and shall pay the Contractor on an hour-by-hour basis for actual time worked or in the alternative, the Agency may engage the services of another contractor to perform the emergency service.
3. General Requirements for All Work Orders:
- a. The CM must give prior written approval for all work to be performed on Saturdays, Sundays and Agency Holidays. It is the Contractor's responsibility to obtain a listing of the dates of City holidays for the current year.
  - b. Upon completion of work, the Contractor shall so notify the CM.

### **C. PROTECTION OF EXISTING WORK**

The Contractor shall protect and be responsible for the existing buildings, facilities and improvements within the area of its operation under this Contract. Any disturbance or damage to the existing buildings and improvements or any impairment of facilities resulting directly or indirectly from the Contractor's operations shall be promptly restored, repaired or replaced to the satisfaction of the Agency, at no additional cost to the City.

## **D. DEMOLITION AND DEBRIS REMOVAL**

### **1. Demolition**

The Contractor shall demolish and remove all work and materials as specified herein.

### **2. Site Conditions**

- a. Demolition shall be performed in such a manner as to permit the owner to maintain full operation of all portions of the building not involved in the construction activities.
- b. The Contractor shall promptly repair damage caused to any adjacent surface by demolition operations and areas disturbed by Contractor's work hereunder at no additional cost to the City.

### **3. Job Site Protection**

- a. The Contractor shall protect and be responsible for the existing building, facilities, and improvements and for all surfaces and materials that are to be retained within the area of its operations, under this Contract.
- b. The Contractor shall provide, erect and maintain barriers, warning signs and other items, as required, for proper protection of workmen engaged in demolition operations, occupants of the building and pedestrians.
- c. Protection and care of all utilities shall be the responsibility of the Contractor. All materials and tools must be maintained in an orderly fashion, minimizing the inconvenience to tenants. Utilities shall not be left unattended while open. All materials and equipment scheduled to remain shall be properly supported, protected, secured and left in operating order, unless otherwise authorized.
- d. Demolition operations shall be performed in such a manner as to minimize disturbance of existing finishes and to keep patching and repair work to a minimum.
- e. The Contractor shall maintain unobstructed access to all public corridors, exit ways, stairwells and elevator lobbies on every floor. These areas shall be kept clear and free of all debris, building materials, tools, containers, etc.

### **4. Removal and Recycling Of Debris**

- a. Accumulation of old materials and/or debris shall not be permitted. Contractor shall be responsible for the prompt removal of debris at the site resulting from



demolition at the end of each day. Contractor shall provide all labor and supplies necessary to remove debris at no extra cost to the City. Contractor shall dispose and/or recycle these materials in accordance with best commercial practices. The premises and job site shall be left safe and orderly.

- b. Contractor is expected to be familiar with recycling of removed materials, in order that removed materials may be recycled as much as possible and disposal used as a last resort. Contractor shall find and engage, during performance of the Contract, only authorized recycling and disposal facilities.

#### **E. DETAILED DESCRIPTION OF THE WORK**

1. City of New York Building Code. The demolition/removal should be done in accordance with City of New York Building Code rules and regulations.
2. Shop Drawings. The Contractor's attention is directed to the requirements for Shop Drawings. The Contractor shall not begin work under any Work Order without Shop Drawings, if required, appropriate to the work thereunder, that have been submitted to, approved or approved "as noted" by a GSS Engineer.

#### **F. WORKING HOURS**

Normal business hours shall be 8:00 AM - 4:00 PM. However, the needs of the Agency may require that work under this Contract be scheduled and performed on weekends, evenings and/or holidays. If any such work is required, it shall be in accordance with Section 1.8 (B) (3) (a).

#### **G. PERSONNEL IDENTIFICATION**

1. The Agency requires all employees of the Contractor wear a Photo Identification Card during the performance of work under this Contract.
2. No employee of the Contractor shall be permitted on any of the premises unless the employee is wearing a Photo Identification Card, issued by the company they represent.

#### **H. SITE ACCESS**

1. For purposes of gaining access to the facilities which are to be serviced or to discuss/address site specific issues, the Contractor shall contact the Contract Manager.
2. Special instructions for persons and vehicles entering the building(s) may be provided by the designated HRA representative. Contractor shall ensure that these restrictions are adhered to and incorporated into Contractor's plan and schedule for all Services at each location.
3. All of Contractor's employees must follow the instructions of any on-site HRA supervisors. HRA or its contracted security company has the right to search, with



reasonable cause, all bags, tool boxes, containers, materials, etc., carried by each person entering and leaving the premises.

4. Only the Contractor's employees, or employees of subcontractors, may perform the Services under this Contract. No unauthorized persons may accompany Contractor's employees, or subcontractor's employees, on work sites.

## **I. SAFEKEEPING OF MATERIALS**

All Contract materials, whether required for the work or removed as a consequence of the work, shall always be attended by a Contractor employee or physically secured from unauthorized access while in the custody of the Contractor. The Contractor shall be responsible for the disposition of removed materials in a manner that is safe and in compliance with applicable laws and regulations. The Contractor shall be responsible for the safeguarding of their equipment. The Agency is not responsible for any stolen, misplaced, or missing materials, parts, tools or items.

### **1.9 SUBCONTRACTING**

- A. For the purposes of this Contract, subcontracting is limited to twenty-five percent (25%) of the Contract and for only those components of a project that requires a specialized skill, craft or service which is beyond the capabilities of a company doing business as an asbestos abatement contractor.
- B. All subcontracting requests must be made in writing to the OCBM/ Director of Contracts. The request must include the name of the subcontractor and the entity's Tax Identification Number or the individual's Social Security Number. The OCBM/Director of Contracts will either approve or disapprove the subcontracting request in writing.
- C. If, for any reason, it becomes necessary to subcontract more than twenty-five percent (25%) of the Contract amount, such approval can only be granted upon written request to the OCBM/Director of Contracts.
- D. Before entering into any subcontract hereunder, the Contractor shall inform the subcontractor, fully and completely, of all provisions and requirements of this Contract relating either directly or indirectly to the work to be performed and the materials to be furnished under such subcontract. Every such subcontractor shall expressly stipulate that all labor performed and materials furnished by the subcontractor shall strictly comply with the requirements of the Contract.
- E. The Agency's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the City of New York for acts or defaults of its subcontractor and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor, to the extent of its subcontract.

- F.** If an approved subcontractor elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be requested in the same manner as directed above.
- G.** The Contractor shall be responsible for ensuring that all subcontractors performing work at the site have either their own insurance coverage or are covered by the Contractor's insurance.
- H.** Payment to subcontractors: The agreement between the Contractor and its subcontractors shall contain the same terms and conditions as to method of payment for work, labor, materials and retained percentages, as are contained in this Contract.

**I. MWBE Requirements**

1. The City's Local Law 1 of 2013 provides for participation by Minority and Woman-owned Business Enterprises ("MWBE") in City contracting. The program addresses the impact of discrimination on the City's contracting process and promotes the City's interest in avoiding fraud and favoritism; increasing competition for City business and lowering contract costs.
2. The Contractor shall use every good faith effort to provide for meaningful participation by certified MWBEs in all purchasing, subcontracting and ancillary business-service opportunities associated with this Contract, including but not limited to the purchase of equipment, supplies and labor services. Toward this end, the contractor shall develop an MWBE Subcontractor Utilization Plan by using the attached Schedule B and following the guidelines in the "Notice to All Prospective Contractors."
3. Schedule B's MWBE Utilization Plan provides the Agency's Target Subcontracting Percentage and Subcontractor Participation Goals for this Contract. The Bidder/Proposer Subcontracting Plan, Sections I through IV, shall be used by the Contractor for submitting its Plan. These Sections must include the expected percentage of the total dollar value of the Contract that the Contractor expects to award to all subcontractors.
4. In the event the Contractor is seeking a full or partial waiver of the target Subcontracting Percentage, the Contractor must demonstrate, prior to submission of the bid, that it has legitimate business reasons for proposing a different level of subcontracting in its Utilization Plan. The Agency will then determine if the bidder has the capacity and the bona fide intention to perform the Contract without subcontracting or perform the Contract without awarding the amount of subcontracts for under \$1 million represented by the target subcontracting percentage.
5. Once a Contractor Utilization Plan has been submitted and approved, the Contractor shall, within 30 days of issuance of Advice of Award, submit a list of the actual subcontractors selected for each subcontract under the Plan. Any deviations from the Contractor's Utilization Plan are subject to approval by the Agency and must be

submitted in writing, 30 days prior to any action being taken, except under emergency conditions.

## **1.10 PERFORMANCE STANDARDS**

- A.** HRA shall evaluate Contractor performance to ensure Contract compliance. The evaluation process includes, but is not limited to, observation of quantity and quality of service delivery, conferencing with Contractor's staff on areas where improvement is needed, and reviewing records relating to Contractor's service, staff, and fiscal matters. The Contractor shall provide any reports, data and other information which might be required periodically by the Agency for monitoring and evaluation purposes.
- B.** When monitoring and evaluating the Contractor's performance, HRA will concentrate on such areas as quality of service, timeliness of performance, Contractor's supervision of the moves, fiscal administration and accountability and overall performance. Both announced and unannounced inspections, including compliance inspections of the Contractor's facility, will be part of the monitoring process. The Contractor's Performance Standards will be evaluated upon the following criteria:
  - 1. Accuracy and quality of communication with HRA personnel;
  - 2. Response time to both standard and emergency Work Orders; and
  - 3. Quality and timeliness of completion of requested service(s).

## **1.11 PERFORMANCE EVALUATION**

- A.** In accordance with Section 4-01 of the New York City Procurement Policy Board Rules, "Evaluation and Documentation of Vendor's Performance," failure to conform to all terms and conditions governing quality of service and fiscal management of this Contract will result in an unsatisfactory contract evaluation and notification of deficient performance. At a minimum, HRA shall evaluate Contractor's performance on an annual basis. If a Contractor fails to comply with their contractual obligations the Agency will document such occurrence(s) as necessary and required. HRA shall incorporate the evaluation and supporting documentation into an evaluation report which shall be sent to the Contractor. Within fifteen (15) days of receipt of a copy of the evaluation report (or any notification of deficient performance), the Contractor shall respond, in writing, to the Agency. Such response shall include a Corrective Action Plan ("CAP") identifying, with specificity, the steps the Contractor intends to take to remedy any deficiencies identified by the Agency. The CAP must be approved by HRA.
- B.** Contractor's failure to submit a written response within fifteen (15) days shall constitute the Contractor's agreement with the contents of the report, but will not release the Contractor from their obligations under this Section. An unsatisfactory evaluation noted in the City's database may adversely impact future contract awards with the City of New York.

## 1.12 INVOICING

- A.** The Contractor shall be required to submit monthly invoices by the 15th of each month for all labor and materials furnished in the previous month, or as otherwise directed by HRA. Invoices must be submitted on the Contractor's letterhead and must include the following information at minimum:

1. Invoice Date (must be current)
2. Invoice Number (must be unique)
3. Contract Number
4. Contract Procurement Identification Number (PIN)
5. Confirmed Work Order Number
6. Vendor Tax Identification Number
7. Date Actual Service Performed
8. Address of Work Location (including floor and room number)
9. Description of Work
10. Itemized price(s) for service performed/goods delivered
11. Billing Period

- B.** Contractor shall enclose the following attachments with each invoice:

1. Payroll Reports
2. Copies of Material Invoices (Part "B" work only)
3. Copy of Original Approved Proposal, along with any Change Orders
4. Service Slip (required for all time and material work), signed by an HRA authorized representative on site (Part "B" work only)
5. Equipment/Device checklist, if applicable
6. Daily-Sign-In Sheets Signed by Agency Representative

- C.** In order to facilitate prompt payment, Contractor shall submit one (1) original and two (2) copies of each invoice with all required back-up documentation to the following address:

**HUMAN RESOURCES ADMINISTRATION  
Office of Contracts and Budget Management  
375 Pearl Street, 24<sup>th</sup> Floor  
New York, NY 10038  
Attn: Accounts Payable**

- D.** Omission of any of the above referenced information and/or documentation, shall result in a returned invoice. Invoices returned to the Contractor shall be resubmitted with a current date.

- E.** Invoices shall not include services performed in multiple fiscal years. Contractor shall submit separate invoices for each fiscal year. The City's fiscal year begins July 1<sup>st</sup> and ends June 30<sup>th</sup> of the following year.
- F.** Maiden names, married names, aliases, or also-known-as (aka) may not be used interchangeably on any document. Multiple names for the same employee are not acceptable.

### **1.13 PAYMENT FOR SERVICES**

- A.** No payment for services will be made in excess of the registered Contract award. The Agency makes no representation that funds will be available to continue the Contract to its expected termination date if the registered Contract amount is exhausted before that date. The City of New York does not guarantee that all of the contract amount will be authorized.
- B.** HRA will not pay for services which HRA determines to be needed due to Contractor's failure to supply adequate personnel or equipment.
- C.** Payment is contingent upon Contractor's submission of a proper invoice and required documentation as described in Section 1.12 of these Specifications.
- D.** Emergency Work Orders are payable at the normal bid rates unless emergency work is performed during off-hours, weekends, or holidays.
- E.** For overtime, the Agency will pay any and only direct labor costs incurred by Contractor for overtime payments mandated by the Prevailing Wage Law and required employer contributions, and only if HRA has authorized the Contractor to perform such work.
- F.** HRA shall not pay for trades-persons performing work out-of-title. It shall be the sole responsibility of the Contractor to ensure that the appropriate trades-person is performing the proper respective task.
- G.** Payment for Part "A" Services: Unit Rate Work

Payment for each Part "A" Service will be calculated based on the product of Contractor's entered unit price for that service multiplied by the actual instances that unit service was performed for each item of service performed during the billing period covered on Contractor's invoice.

#### **H. Payment for Part "B" Services: Materials and Labor**

1. For services not specifically mentioned on the Bid Sheet or quantities less than the minimum unit of measure for that item, the Contractor shall be paid for the actual labor and materials provided to HRA. All work not covered by Part "A" must be requested of and approved by the CM prior to commencing. Compensation will not be allowed

- under Part “B” for any work determined to be caused by the failure to properly provide Part “A” services. Work invoiced as Part “B” will be billed on a time and material basis which totals shall not exceed the allowance totals indicated in Part “B” of the Bid Sheets.
2. The mark-up of 10% for overhead and 10% for profit for Labor Allowance shall be applied to the current Prevailing Wage Rate for labor performed, including Supplemental and Statutory Benefits.
  3. The Contractor shall provide to the Agency proof of his/her actual expenditures for Part “B” labor before the mark-up on these items will be allowed.
  4. All labor charges must be shown on Contractor letterhead, employee name, Social Security Number, date, number of hours worked and description of work performed.
  5. Payment for materials for additional or miscellaneous work performed during the billing period shall be calculated based on the applicable price indicated in the standard catalogue prices, or the Contractor’s actual and reasonable cost for materials (if the item is not listed in the standard catalogue), plus a mark-up of 10% for overhead and 10% for profit, minus any preferred customer discount, if applicable. The Contractor shall be required to submit an invoice from their supplier or distributor, where the materials were purchased, as verification of the Contractor’s actual cost.
  6. In the event that HRA determines that Contractor’s materials costs are unreasonably high based on market research, HRA reserves the right to pay only the market rates.
  7. When submitting an invoice for materials purchased in bulk, the Contractor shall highlight only those items and quantities used for this Contract.
  8. For materials purchased in bulk quantity, Contractor shall, at the Contract Initiation Meeting, establish a cost basis for commonly used items that shall remain in effect for the term of this Contract.
  9. Tools and equipment normally required for this type of work shall be the Contractor’s responsibility to provide. In the event that the Contractor is asked to rent a tool or piece of equipment, not normally required to properly execute this type of work, the Contractor shall be entitled to reimbursement for actual rental cost only (no overhead or profit will be allowed). Contractor must provide all original supplier invoices for tool or equipment rentals before any reimbursement is approved.
  10. Permits and fees, when incurred, shall be reimbursable to the Contractor’s actual costs only, which means the Contractor shall not be allowed to apply a mark-up or profit on such items. In addition, the Contractor shall be required to provide proof of the actual expenditure(s) for these items, before reimbursement will be approved.

11. The City reserves the option of supplying parts to the Contractor and directing the Contractor to install them. In the event that City parts are used, Contractor shall only be paid for labor provided.

**I. Electronic Funds Transfer**

1. In accordance with Section 6-107.1 of the New York City Administrative Code, Contractor agrees to accept payments under this Contract from the City by Electronic Funds Transfer. An Electronic Funds Transfer is any transfer of funds, other than a transaction originated by a check, draft, or similar paper instrument which is initiated through an electronic terminal, telephone instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Contract, Contractor shall designate one financial institution or other authorized payment agent and shall complete an "EFT Vendor Payment Enrollment Form" which can be provided by HRA in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Contract. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.
2. The Agency may waive the application of the requirements herein to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder for payments in the following circumstances: (1) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

**J. Minimum Labor Charge**

For services which require less than four (4) hours for the minimum amount of Contractor personnel to adequately perform and/or complete, the Contractor shall be entitled to bill a minimum of four (4) man-hours of labor for the respective trade(s), plus allowable material costs. The hourly rate shall be in compliance with the Comptroller's Prevailing Wage Rate Schedule for the respective trade(s), plus the actual material costs.



#### **1.14 LIQUIDATED DAMAGES**

- A.** In the event the Contractor fails to provide, either in whole or in part, any of the services required under this Agreement, including Part “A”, Part “B” or emergency response services, the Agency may impose Liquidated Damages of \$250 per day for such failure.
- B.** Liquidated Damages are not penalties against Contractor and are in addition to all other remedies allowed under this Contract or otherwise by law, including HRA’s right to obtain the required service from a different contractor and charge such cost to the Contractor in accordance with Section 1.8 (A).
- C.** HRA retains the option to require Contractor to directly pay HRA, or to deduct from any payment due or to become due to Contractor, such amount as may be assessed for Liquidated Damages. In no event shall Contractor be held liable for any delays which are due to HRA’s failure to perform; in such case, the delivery date may be adjusted to reflect a HRA-precipitated delay.
- D.** This Section shall apply, except in the case of delays resulting from Acts of God, natural disaster, or declaration of war.



## SECTION 2 - TECHNICAL SPECIFICATIONS

### ASBESTOS ABATEMENT

#### PART 2 - GENERAL

##### **2.01 DESCRIPTION OF WORK**

- A. Remove all asbestos containing materials that will be impacted by the proposed renovation and at all areas that will be damaged by the work in this Contract. All asbestos material is to be disposed of as Asbestos Containing Material (ACM) waste. The Asbestos Contractor shall provide all labor, equipment and materials complete for performance of the Work in accordance with the Contract Documents.

##### **1. Plaster Removal:**

- a. Remove asbestos-containing plaster in selected areas in the building.
- b. Method #1: Remove asbestos containing plaster material using full containment procedures (large projects) as described in this specification. The Contractor shall field verify the amount of ACM at the location before the submission of their proposal.
- c. Method #2: Remove plaster material as described in this specification and NYCDEP Applicable Variance

##### **2. Floor Tiles and Mastic Removal:**

Remove asbestos-containing floor tiles and mastic in selected areas in the building as described in this Specification and the NYCDEP Applicable Variance FV, "Procedures for Use of Foam or Similar Viscous Liquid in Removal of Potentially Friable Asbestos Floor Tile (VAT)".

##### **3. Fireproofing Material Removal:**

Remove asbestos containing fireproofing materials using full containment procedures in selected areas in the agency as described in this Specification.

##### **4. Thermal System Insulation (Pipe Lagging, Duct Insulation) Removal:**

- a. Remove asbestos containing thermal system insulation in selected areas in the agency as described in these Specifications.

- b. Method #1: Remove asbestos-containing thermal system insulation using full containment procedures (large projects) as described in this specification.
- c. Method #2 (Where applicable): Remove asbestos-containing thermal system insulation (small projects, multiple locations) as described in this specification and NYCDEP Applicable Variance -Attachment R. "Remote Worker and Waste Decontamination Units" and Attachment TM, "Requirements for Modified Tent Procedures (for gross abatement)".

**2.02 PHASING OF WORK:** The Asbestos Contractor shall perform and complete the abatement activities of asbestos-containing materials during non-office hours. No abatement operations will be allowed when employees are in the building. It is the Contractor's responsibility to ensure that all work including successful air clearance testing and analysis, as required, is completed prior to the return of building occupants.

**2.03 AGENCY TO STOP WORK:** The HRA representative shall have the Agency stop the abatement work at any time a determination is made that conditions are not within Specifications and applicable regulations. The stoppage of work shall continue until conditions have been corrected to the satisfaction of the agency's representative. Standby time to resolve the problems shall be at the contractor's expense.

**2.04 TERMINOLOGY:** The following commonly used terms are defined in the context of these Specifications:

- A. **Abatement:** Procedures to control or decrease fiber release from asbestos-containing building materials or insulation material containing asbestos. Includes removal, enclosure and encapsulation.
- B. **Asbestos-Containing Material (ACM):** Any material or product which contains more than one (1) percent asbestos.
- C. **Aggressive Sampling:** Air monitoring samples collected with a leaf blower, fans or other such devices are used to generate air turbulence within the work area.
- D. **Air Filtration Device (AFD):** A portable local exhaust system equipped with a HEPA filtration, capable of maintaining a constant low velocity air flow into contaminated areas from adjacent, uncontaminated areas and capable of maintaining a negative air pressure with respect to the adjacent, uncontaminated areas.
- E. **Air Lock:** A system for permitting ingress or egress to the work area while permitting minimal air movement between a contaminated area and an

uncontaminated area, typically consisting of two (2) curtained doorways placed a minimum of three (3) feet apart.

- F. **Air Monitoring:** The process of measuring the fiber content of a specific volume of air in a stated period of time. Personal air sampling results shall be calculated to reflect the employee's eight (8) hour time weighted average (TWA) exposure. Area sampling results are reported directly, without calculating the TWA.
- G. **Amended Water:** Water to which a surfactant has been added.
- H. **Asbestos Removal Encapsulant:** A chemical solution used in place of amended water during asbestos removal to penetrate, bind and encapsulate the asbestos-containing material.
- I. **Authorized Visitor:** Human Resources Administration (HRA) representative or Environmental Consultant (third party air monitoring contractor) or representatives of any regulatory or other agency having jurisdiction over the project.
- J. **Agency:** shall be the New York City Human Resources Administration, its agents, servants, employees or designees as the case may be.
- K. **Agency's Environmental Consultant:** The Agency's Environmental Consultant is the third-party air monitoring contractor and has been used interchangeably throughout the specifications.
- L. **Agency's Representative:** Agency's representative is the person, who is authorized to exercise general contract administration and industrial hygiene inspection of the work under the direction of the Agency.
- M. **Certified Industrial Hygienist (CIH):** One certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene.
- N. **Class II asbestos work:** Activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles and construction mastic. Class I asbestos work includes the removal of thermal system or surfacing materials.
- O. **Competent Person:** Definition and responsibilities as set down in 29 CFR 1926.1101(b) and as outlined herein.

- P. **Curtained Doorway:** A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.
- Q. **Decontamination Enclosure System:** A series of connected rooms for the decontamination of workers (a Personnel Decontamination Enclosure System) or of materials and equipment (Equipment Decontamination Enclosure System).
- R. **Equipment Decontamination Enclosure System:** A decontamination system for waste materials and equipment, typically consisting of a designated area of the work area, a washroom and a holding area, with an air lock between any two adjacent rooms and a curtained doorway between the holding area and the non-work area. Not to be used for personnel entry/exit.
- S. **Encapsulant (Sealant):** A liquid material which can be applied to ACM and which controls the possible release of asbestos fibers from the material, either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).
- T. **Encapsulation:** Application of an encapsulant to asbestos-containing building materials to control the possible release of asbestos fibers into the ambient air.
- U. **Enclosure:** Procedures necessary to completely enclose ACM behind air-tight, impermeable and permanent barriers.
- V. **Excursion Limit (EL):** The EL is an airborne concentration of asbestos to which no employee shall be exposed when not using respiratory protection. The EL is 1.0 f/cc as averaged over a 30-minute period.
- W. **Fixed Object:** A unit of equipment or furniture in the work area, which cannot be removed from the work area.
- X. **Friable:** Any material which, when dry, may be crumbled, pulverized or reduced to powder by hand pressure.
- Y. **Full-Face piece High Efficiency Respirator (FFHER):** A respirator which covers the wearer's entire face from the hairline to below the chin and which is equipped with a HEPA filter.
- Z. **Half Mask High Efficiency Respirator (HMHER):** A respirator which

covers one-half of the wearer's face, from the bridge of the nose to below the chin and is equipped with HEPA filters.

- AA. **HEPA Filter:** A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of the fibers of 0.3 micrometer or larger in diameter.
- AB. **HEPA Vacuum Equipment:** High efficiency particulate air (HEPA) filtered vacuuming equipment having a UL 586 filter system capable of collecting and retaining asbestos fibers.
- AC. **Large Asbestos Project:** Large asbestos project shall mean an asbestos project involving the disturbance (e.g. removal, enclosure, and encapsulation) of 260 linear feet or more of friable asbestos-containing material or 160 square feet or more of friable asbestos-containing material.
- AD. **Lockdown:** Procedure of applying an encapsulant as a protective coating or sealant to a surface from which ACM has been removed in order to control and minimize airborne asbestos fiber generation that might result from residual asbestos-containing debris.
- AE. **Minor Asbestos Project:** Minor project shall mean a project involving the disturbance (e.g. removal, enclosure, encapsulation, or repair) of 25 linear feet or less of friable asbestos-containing material or 10 square feet or more of friable asbestos-containing material.
- AF. **Monitor Representative:** Agency's Third-Party Monitor, who is authorized to perform industrial hygiene inspection of the work.
- AG. **Movable Object:** A unit of equipment or furniture which can be removed from the work area.
- AH. **Plasticize:** To cover floors and walls with plastic sheeting as herein specified.
- AI. **Permissible Exposure Limit (PEL):** The PEL is an airborne concentration of ACM to which no employee shall be exposed when not using respiratory protection. The OSHA PEL is 0.1 f/cc expressed on an 8-hour time weighted average (TWA).
- AJ. **Personnel Decontamination Enclosure System:** A decontamination system for personnel and limited equipment, typically consisting of an equipment room, shower room and clean room, with an air lock between any two adjacent rooms and a curtained doorway between the equipment

room and the work area and a curtained doorway between the clean room and the non-work area. The decontamination system serves as the only entrance/exit for the work area.

- AK. **Powered Air Purifying Respirator (PAPR):** Either a full face-piece, helmet or hooded respirator that powers breathing air to the wearer after the air has been purified through a HEPA filter.
- AL. **Regulated area:** An area established by the employer to demarcate areas where Class I, II and III asbestos work is conducted and any adjoining area where debris and waste from such asbestos work accumulate and a work area within which airborne concentrations of asbestos, exceed or there is a reasonable possibility they may exceed the permissible exposure limit.
- AM. **Removal:** The act of removing and transporting asbestos-containing or asbestos-contaminated materials from the work area to a suitable disposal site.
- AN. **Small Asbestos Project:** Small asbestos project shall mean an asbestos project involving the disturbance (e.g. removal, enclosure and encapsulation) of more than twenty-five (25) and less than two hundred sixty (260) linear feet of friable asbestos containing material or more than ten (10) and less than one hundred sixty (160) square feet of friable asbestos-containing material.
- AO. **Surfactant:** A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- AP. **Tent Procedure:** A method of limited application for the removal at any one time of less than two hundred sixty (260) linear feet or one hundred sixty (160) square feet of ACM. Tent procedures shall be accomplished in a constructed or commercially available plastic tent, plasticizing and sealing all surfaces not being abated within the periphery forming an enclosure. The tent shall be of two (2) layers of 6-mil plastic at a minimum with seams stapled and taped airtight and then taped flush with the adjacent tent wall. Engineering control shall include a HEPA unit to continuously exhaust the work area. Negative air shall be demonstrated by smoke test.
- AQ. **Type C Respirator:** A respirator which supplies air to the wearer from a source outside the work area by means of a compressor.
- AR. **Wet Cleaning:** The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops or other cleaning tools

which have been dampened with amended water or asbestos removal encapsulant and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.

- AS. **Work Area:** Designated rooms, spaces, or areas of the project where asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area has been sealed, plasticized and equipped with an airlock entrance or a decontamination enclosure system. A non-contained work area is an isolated or controlled-access area which has not been plasticized.

## 2.05 SITE REQUIREMENTS:

- A. **Noise Control:** Provide mufflers on all equipment to be used by the Contractor. Observe local laws regarding noise control.
- B. **Wastewater:** All water used by the Contractor during asbestos abatement activities shall be collected and passed through a water filtration system capable of filtering particles down to 5 microns prior to being discharged into the sanitary sewer. The Contractor shall contact the Custodian to determine the acceptable location(s) to access the sanitary sewer. The Contractor shall be responsible for connection to the sanitary sewer and for providing piping, pumps, water filtration systems and other items necessary to collect, transport, filter and dispose of the wastewater.

## 2.06 HEALTH AND SAFETY:

- A. **Toxic Effects:** The Contractor shall assume all responsibility for any toxic effects to workers from the air supplied to respirators or from toxic or damaging vapors or residues resulting from the use of encapsulant and/or wetting agents or other substances used by the Contractor during construction.
- B. **Chemical/Biological Hazards:** The known chemical/biological hazards on site include asbestos containing material and debris. The Contractor shall provide materials, equipment and training to its workers to ensure their protection from these and any other chemical/biological hazards, which may be identified during the course of this Work.
- C. **Physical Hazards:** The Contractor shall provide safety equipment and training to his workers to ensure their protection from any physical hazards including but not limited to trip/fall hazards, working at elevation, heat stress, contact with energized (hot) active equipment, noise, overhead bump hazards, and electrical shock that may be present during the Work.



- D. **Safety Act:** The Williams-Steiger Occupational and Safety Health Act (OSHA) of 1970, as amended, shall be strictly complied with during the course of this Contract. This Act shall govern the conduct of the Contractor's workmen, tradesmen, materialmen, subcontractors and of visitors to the project site.
- E. **Accident Prevention:** In order to protect the lives and health of his employees, the Contractor shall comply with all pertinent provisions of the latest edition of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all accidents which occur during the project. An injury or loss of life must be immediately reported by the Contractor to the Agency and a copy of the Contractor's report to his insurer of an accident must be provided to the Agency.
- F. **Emergency Response:** The Contractor shall establish an Emergency Response Team made up of members of his work force. Team members shall be trained, organized and capable of responding in the event of an accident, fire or other emergency. The Contractor shall designate a site Safety Coordinator to train team members regarding the location and use of site-specific fire/life safety equipment. As a minimum requirement, members of the Emergency Response Team shall be knowledgeable in standard first aid and CPR techniques, fire extinguisher use and evacuation procedures.
- G. **Workmen Protection:** The Contractor shall provide and maintain all safety measures necessary to properly protect workers.
- H. **Emergency Actions:** In an emergency affecting the safety of life, the work or adjoining property, the Contractor, to prevent such threatened loss or injury without special instruction or authorization from the agency's representative is hereby permitted to act at his discretion.
- I. **Hazard Communication Act:** The Contractor shall comply with the Hazard Communication Standard promulgated by the Occupational Safety and Health Administration (OSHA No. 29 CFR 1910.1200). This program ensures that all employers provide the information they need to inform and train employees properly and to design and put in place employee protection program. It also provides necessary hazard information to employees so, they can participate in and support, the protective measures needed at their work place. The contractor shall ensure that labels or other forms of warning are legible in English. Employer having employees, who speak other languages may add the information in their languages. See OSHA 29 CFR 1910.1200 for more details.

## 2.07 WORK SUPERVISION AND COORDINATION

- A. **Abatement Contractor's Supervisor:** From the start of work through project



completion, the Contractor shall have on-site a responsible and competent supervisor, who possesses valid NYSDOL and NYCDEP Supervisor certifications. As a minimum, the Asbestos Contractor's Supervisor shall meet the qualifications as required by Section 2.12, for a job supervisor. The Supervisor shall be on site during all working hours. When the Supervisor must leave the site during work, a temporary Supervisor shall be appointed.

- B. **Quality of Work:** The Supervisor shall supervise, inspect and direct the Work competently and efficiently, devoting such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Supervisor shall be responsible to see that Work complies accurately with the Contract Documents and that all Work installed is of good quality and workmanship.

## 2.08 **SUBMITTAL:**

Unless otherwise noted, the Contractor shall submit three (3) copies of each submittal to the Agency's representative for review and/or approval. The Contractor shall provide the following:

### A. **Pre-Project Submittal:**

1. Certificates of Insurance, as required by Article 22 and Schedule A of the Standard Construction Contract.
2. Bonds as required by this Contract.
3. List of Subcontractors
4. Proof of written notifications required by Paragraph "Permits, State Licenses and Notifications" of this Section. Proof that all required permits and variances have been obtained.
5. Documentation of compliance with all requirements by paragraph "Requirements and Qualifications" of this Section. Submittal shall include:
  - a. Proof that the job supervisors, foremen and asbestos abatement workers meet State certification and license requirements.
  - b. Proof of a current medical surveillance program for all Contractor's personnel to work on this project.
  - c. Completed and notarized Certificate of Worker's Release for each

asbestos abatement worker, workers of other trades, or supervisory personnel, who enter the work area or otherwise contact ACM.

6. Proof of a respiratory protection program. Submit level of respiratory protection intended for each operation required by the project.
7. Proof that a landfill site has been located and arrangements for transport and disposal of asbestos-containing or asbestos-contaminated materials have been made. Provide the name and location of the landfill, and waste transport company, if applicable. Landfill shall be an asbestos-only receptor.
8. Manufacturer's literature on all proposed job-related equipment and products to be used in this Contract. Include Material Safety Data Sheets (MSDS) for encapsulant, fire retardant plastics and other chemicals to be used on this project.
9. A detailed Asbestos Removal and Disposal Work Plan, which describes all aspects of the work to be performed for this project. The Plan shall include the following:
  - a. A detailed description of the work area enclosure. Provide drawings (with dimensions and locations of proposed decontamination facilities and work areas). These drawings shall indicate the following: 1. Areas to be sealed off and work area boundaries 2. Proposed layout and decontamination enclosure systems. Include a detailed description of any modifications or changes to be made to the specified negative pressure work area enclosure.
  - b. Specimen of the daily log proposed for use. Minimally, the log should include the date(s) and time(s) when all personnel enter and leave the work area(s).

**B. During Work Submittal:**

1. **Schedule of Work Changes:** Any changes in the Schedule of Work proposed by the Contractor shall be submitted for approval no later than seven days prior to the commencement date of the proposed change. A revised Schedule shall be submitted at the end of each week.
2. A "Request For Services" form shall be submitted at least 24 hours in advance of required air monitoring tests and inspections to be performed by the agency's authorized representative.
3. Results of all air monitoring performed by the Contractor shall be posted within 24

hours for regular abatement project after collection under DEP protocol, for all workers to see. Regular abatement applies for plaster removal, fire proofing removal, thermal system removal and floor tile and mastic removal. A copy of the results shall be given to the agency's representative at the same time.

4. A certified, signed and completed copy of each "Waste Shipment Record" form used, and receipts from the landfill operator which acknowledge the Contractor's delivery(ies) of material shall be submitted to the agency within thirty days following removal of ACM from building.
5. A copy of the bound log book.

## **2.09 FIRE PROTECTION, AND EMERGENCY EGRESS:**

The Contractor shall be responsible to the security and safeguarding of all areas turned over by the Agency to the Contractor. The Contractor shall designate to his workers and other building occupants the means of egress in case of emergency.

The Contractor shall establish emergency and fire exits from the work area. First Aid Kit, 2 full sets of protective clothing and respirators shall be provided for use by qualified emergency personnel in the clean room of the decontamination facility.

## **2.10 CLEAN-UP:**

- A. Asbestos Related Clean up: All clean-up work related to asbestos abatement work shall be in strict accordance with general technical requirements.
- B. Final Site Cleaning: Upon completion of the Work, the Contractor shall remove all temporary construction, decontamination facilities, and unused materials placed on site by the Contractor; put the premises in a neat and clean condition; and sweeping, cleaning and washing required to restore the condition of the site to its original condition.

## **2.11 CODES, PERMITS, AND STANDARDS:**

- A. The Contractor shall be solely responsible for compliance with all applicable Federal, State, and Local laws, ordinances, codes, rules, and regulations which govern asbestos abatement work or hauling and disposal of asbestos waste material. The current issue of each document shall govern. All work installed shall comply with all applicable codes and regulations as amended.

- B. Before starting the work, the Contractor shall examine the Technical Specification for compliance with codes and regulations applicable to the work and shall immediately report any discrepancy to the agency's representative.
- C. Where conflict among requirements or with these Specifications exists, the more stringent requirements shall apply.
- D. **Permits, State Licenses and Notifications:** The Contractor shall be responsible for obtaining necessary permits, variances, state licenses and certifications of personnel in conjunction with asbestos removal, hauling and disposition and shall provide timely notification of such actions as may be required by federal, state, regional and local authorities. Fees and/or charges for these licenses, permits, and notifications shall be paid by the Contractor. Contractor shall use all notification forms where applicable.
- E. **Agency Notification:** At least ten (10) days prior to commencement of any asbestos removal, the Contractor shall prepare written notification to EPA Region 2, to the New York State Department of Labor (NYSDOL) and to the New York City Department of Environmental Protection (NYCDEP) Asbestos Control Program and all other applicable agencies having jurisdiction.

## **2.12 REQUIREMENTS AND QUALIFICATIONS:**

- A. **Minimum Experience:** The Contractor shall have a minimum of three (3) years of experience with abatement work, in projects of complexity comparable to HRA's.
- B. **Experience and Training:** The Contractor's job supervisors, foremen and workers shall be adequately trained and knowledgeable in the field of asbestos abatement. All personnel engaged in asbestos abatement or related activities shall have both New York State DOL and NYC DEP certifications. All phases of the work shall be executed by skilled craftsmen experienced in each respective trade. Proof of such experience shall be submitted upon request by the Agency. Improperly trained, untrained or inexperienced personnel shall not be allowed in the work area(s). Personnel shall meet minimum training and experience requirements outlined in this Section.
  1. The Contractor's on-site job supervisor shall have successfully completed, within the last twelve months, the NYSDOH-approved course "Supervision of Asbestos Abatement Projects" and shall be qualified as a NYCDEP and NYSDOL-certified Contractor/Supervisor. Course must be provided by a

NYSDOH-approved training provider. The supervisor shall have experience with abatement work, as evidenced through participation in at least two asbestos abatement projects of complexity comparable to this project.

2. The job supervisors and foremen shall be thoroughly familiar with and experienced in asbestos removal and related work and shall meet the requirements of a competent person set down in OSHA Standard 29 CFR 1926.1101.
  3. All asbestos abatement workers shall be knowledgeable, qualified, and trained in the removal, handling and disposal of asbestos material and in subsequent cleaning of the affected environment. All asbestos abatement workers shall be certified as having attended and satisfactorily completed asbestos worker training in accordance with OSHA Standard 29 CFR 1926.1101(k)(3). Course must be provided by an NYSDOH-approved training provider.
  4. The Contractor's job supervisors, foremen, and asbestos abatement workers shall be certified and licensed as required by the NYCDEP and NYSDOL.
  5. Prior to commencement of work, all personnel, who are to enter the work area shall be instructed in and shall be knowledgeable of the appropriate procedures for personnel protection and asbestos abatement.
- C. Supervision Requirements:** The Contractor shall provide adequate job supervision for all phases of the asbestos abatement work.
1. The Contractor shall have a NYSDOL and NYCDEP job supervisor present on site whenever work described in this Section is in progress. If the job supervisor leaves the site for any reason a qualified and certified supervisor, who meets the requirements of this Section and is familiar with the current status of the work, shall be designated. The Agency's designated representative shall be informed of the substitution. The supervisor must be familiar and experienced with asbestos removal and its related work, safety procedures and equipment.

**2.13 TESTING AND INSPECTION REQUIREMENTS AND RESPONSIBILITIES:** Visual inspections and air monitoring will be performed before, during, and after asbestos abatement to document airborne asbestos fiber concentrations as defined in this specification. For window sash abatement projects utilizing approved NYCDEP protocol, no area monitoring is required provided that all OSHA results are below 0.01f/cc.

**A. The Agency's Responsibilities:**

1. The HRA (client) will employ a third-party air- monitoring contractor who shall be responsible for air monitoring and clearance testing. Contractor

asbestos abatement is contingent upon acceptable air monitoring sampling results.

**B. Contractor's Responsibilities:**

1. "PCM" air samples which fail to meet the re-occupancy clearance standard shall be paid for by the Contractor. Should a delay occur, due to failure(s) of clearance air testing, all associated expenses such as PCM analysis shall be the responsibility of the asbestos contractor.
2. The Contractor shall be advised whenever questions arise concerning compliance with standards of quality and completeness of the work, and shall use his best efforts to resolve any such questions to the satisfaction of the agency's rep. and a third-party air monitoring contractor.
3. The Contractor is responsible for ensuring the Work is complete to the level that meets the criteria of the inspection. The Contractor shall perform an inspection of the Work to evaluate completeness prior to requesting an inspection by the Agency's representative and third party environmental consultant.

**PART 3 - PRODUCTS**

**3.01 MATERIALS:** Materials provided under this section shall be standard products of manufacturers regularly engaged in the production of the items and shall conform to OSHA Standard 29 CFR 1926.1101; EPA Standard 40 CFR 61, Subpart M; Department of Transportation Standards 49 CFR 171, 172 and 173; applicable state regulations; and requirements specified herein. Materials listed under this section "or equal" shall be provided for work under this contract.

**A. Plastic:** Provide Fire retardant plastic of 6-mil thickness shall be provided in rolls of sizes which will minimize the frequency of joints. Fire retardant plastic sheet shall be used for plasticizing the enclosed work area, for preparation of the decontamination enclosure system and for waste packaging.

**B. Reinforced Fire-Retardant Plastic:** Provide reinforced polyethylene sheet for the floor area of the decontamination enclosure system. Reinforced plastic sheet provided for this project shall be a 19 mil, 3-ply, high density flame resistant-reinforced-polyethylene sheet. Plastic color shall be opaque. Provide Griffolyn T-55 as manufactured by Reef Industries, Inc., Houston, Texas (1-800-231-6074) or equal.

**C. Duct Tape:** Duct tape shall be capable of sealing joints of adjacent sheets of plastic and of

attaching plastic sheathing to finished surfaces without damage to existing finish and shall be capable of adhering under both dry and wet conditions, including use of amended water. When used on windows the tape shall be ultra violet light stable and shall not leave residue, when removed. Nashua 357 Black Duct Tape (or approved equal) shall be used for all window applications. This tape can be used for all applications relative to this project.

- D. **Surfactant: Surfactant** (Wetting Agent) shall consist of resin materials in a water base, which have been tested to ensure materials are non-toxic and non-hazardous. Surfactants shall be installed, according to the manufacturer's written instructions.
- E **Plywood:** Plywood used for temporary partitions, decontamination enclosure systems and tunnels shall be an exterior grade and a minimum 3/8-inch thick.
- F. **Spray Adhesive:** Spray Aerosol Adhesive shall be specially formulated to stick to sheet polyethylene (3M 76, 3M 77 or equivalent).
- G. **Other Materials:** All other materials, such as lumber, plywood, tools, scrapers, brushes, cleaning materials, adhesive, nails, hardware, etc., which are required to perform the work described in this Section shall be provided. Materials and equipment shall be new or used, uncontaminated by asbestos, in serviceable condition and appropriate for the intended purpose.
- H. **Disposal Bags:** Plastic Disposal Bags shall be a minimum of six mils in thickness. Bags shall be labeled in accordance with this Section.
- I. **Shipping Containers:** Impermeable Containers shall be suitable to receive and retaining asbestos-containing or asbestos-contaminated materials until they are disposed of at an approved landfill. The containers shall be labeled in accordance with this Section. Containers shall be both airtight and watertight and conform to DOT Standard 49 CFR 178.224. Each container shall be constructed of fiber, hard plastic or metal, with locking and airtight lids.
- J. **Markings and Labels:** Disposal bags and shipping containers shall bear danger labels, transportation packaging labels and generator identification information. Labels shall be permanently affixed to all bags and shipping containers containing ACM, in accordance with OSHA Standard 29 CFR 1926.1101(k)(2), DOT Standard 49 CFR Part 171 and 172, and EPA Standard 40 CFR Part 61.150(a)(1)(v).

- 1. Danger label format and color shall conform to OSHA Standard 29 CFR 1926.200. Danger labels shall display the following legend/information:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG



DISEASE HAZARD

2. DOT Marking and Labels: Markings and labels shall be permanently affixed to all bags and containers containing ACM, in accordance with DOT 49 CFR 172.304 and 172.407.

- a. Markings shall display the following text:

RQ, ASBESTOS, NA 2212

- b. Labels shall be diamond shape and shall be located near the Marking text. Labels will consist of a diamond a minimum of 100 millimeters (mm) on each side with each side having a solid line inner boarder 5.0 to 6.3 mm from the edge. The label shall be white with seven black vertical stripes on the top half. Black stripes and white spaces shall be equally spaced. The lower half of the label shall be white with the class number "9" underlined and centered at the bottom. Refer to DOT 40 172.446 for label format.

- c. Generator (contractor) identification information shall be affixed to each DOT label format and color shall conform to DOT Standard 49 CFR 172.304. Generator identification information labels shall display the following legend/information:

GENERATOR'S NAME: \_\_\_\_\_

GENERATOR'S 24-HOUR PHONE: \_\_\_\_\_

GENERATOR'S FACILITY ADDRESS: \_\_\_\_\_

- K. **Reuse of Containers:** If impermeable containers used to transport bagged asbestos waste to the landfill are to be reused, the empty containers shall display the following label:

RESIDUE:  
LAST CONTAINED ASBESTOS RQ

- L. **Warning Signs:** Warning Signs shall be posted at the perimeter of the work area prior to abatement operations in accordance with OSHA Standard 29 CFR 1926.1101. Danger sign format and color shall conform to OSHA Standard 29 CFR 1926.200. The signs shall display the legend indicated below:

**DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE-HAZARD  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE**



## CLOTHING ARE REQUIRED IN THIS AREA

### M. **Acceptable Foam or Viscous Liquid:**

1. Shall be non-toxic and not require special respiratory protection for handling.
2. Shall coat and maintained a stable blanket (minimum 1" thickness) for the duration of the removal process.
3. Shall wet the ACRM and remain wet through the bagging process.
4. Shall leave an identifiable colored residue when it dissipates.
5. Shall not require special disposal.

### 3.02 **EQUIPMENT:** Equipment provided under this section shall conform to applicable federal and state regulations, local codes and the requirements specified herein.

- A. **Communication Equipment:** Devices suitable for inter-room communications, such as "walkie-talkies" or "radio band" communicators shall be provided.
- B. **Spraying Equipment:** Equipment used to apply amended water or removal encapsulant shall be of a low-pressure type to prevent disturbance of the asbestos prior to physical controlled removal. Airless spray equipment shall be provided for the application of asbestos encapsulant.
- C. **Vehicles:** Trucks or Vans used for the transportation of asbestos waste shall be enclosed and suitable for loading, temporary storage, transit and unloading of asbestos-contaminated waste without exposure to persons or property.
- D. **Water Filtration System:** A system capable of filtering and retaining particles larger than 5.0 microns in size shall be provided.
- E. **Carts:** Provide water tight wheeled carts with tight fitting lids suitable for movement of non-contaminated waste or bagged asbestos waste from the decontamination enclosure system to the waste storage container or transport vehicle.
- F. **Power Tools:** Power tools used directly for asbestos removal shall be equipped with a dust collection system.

### 3.03 **WORKER PROTECTIVE CLOTHING AND EQUIPMENT:** Protective clothing and equipment shall conform to OSHA Standard 29 CFR 1926.1101

- A. **Protective Clothing:** Workers shall be provided with sufficient sets of properly fitting, full-body, disposable coveralls, head covers, gloves and 18-inch high boot-type foot covers. Disposable coveralls, head covers and 18-inch high boot-type foot covers shall be constructed of material equal to DuPont "TYVEK-Type 14" or Kimberly-Clark "Kleenguard", as a minimum requirement.

The Contractor shall provide authorized visitors and the Agency's Environmental Consultant suitable properly fitting protective disposable clothing, headgear, hard hats, eye protection, respiratory protection and footwear (up to four sets per 8-hour shift) whenever they are required to enter the work area.

- B. **Equipment:** Eye protection and hard hats required for job conditions or by applicable safety regulations shall be provided.

- C. **Respiratory Protection:** The Contractor shall be solely responsible for providing adequate respiratory protection at all times for all individuals in the work area. Types of respirators used shall be approved by MSHA/NIOSH for asbestos in accordance with OSHA Standard 29 CFR 1926.1101 and 29 CFR 1910.134. The Contractor shall provide a level of respiratory protection, which supplies an airborne fiber level inside the respirator below 0.01 fibers per cubic centimeter (f/cc), as the minimum level of protection allowed. Determine the proper level of protection by dividing the actual airborne fiber count in the work area by the "protection factors" given below for each respirator type:

**TABLE 3-1**

<u>Respirator Type</u>	<u>Protection Factor</u>
Air purifying: Negative-pressure respirator, High efficiency HEPA filter, Half-face piece	10
Air purifying: Negative-pressure respirator, High efficiency HEPA filter, Full-Face piece	50 (Quantitative) 10 (Qualitative)
Powered air purifying (PAPR): Positive pressure respirator High efficiency HEPA filter, Full-face piece	100

Type C supplied air: 1000  
Positive-pressure respirator,  
Pressure-demand,  
Full-face piece

Type C supplied air: 1000  
Pressure-demand,  
Full-face piece equipped with an auxiliary SCBA

1. The Contractor shall provide workers with individually issued and marked respiratory equipment. Respiratory equipment shall be suitable for the asbestos exposure level(s) in the work area(s), as specified in OSHA Standard 29 CFR 1926.1101 and as more stringently specified otherwise, herein.
2. During the use of supplied air systems, the Contractor shall provide authorized visitors, with individually issued and marked respiratory equipment (up to six units). Respiratory equipment shall be compatible with the supplied air system in use and shall be suitable for the asbestos exposure level(s) in the work area(s), as specified in OSHA Standard 29 CFR 1926.1101 and as more stringently specified otherwise, herein.
3. Where respirators with disposable filter parts are employed, the Contractor will provide sufficient filter parts for replacement as necessary or as required by the applicable regulation.
4. Breathing air supply systems shall conform to the USEPA NIOSH Document EPA-560-OPTS-86-001 (September 1986) entitled "A Guide to Respiratory Protection for the Asbestos Abatement Industry."
5. The Contractor shall have a minimum of two (2) spare air hoses with connectors to permit the Agency's Environmental Consultant or testing laboratory's representative to connect his assigned Type C respirator to the air system at any time without having to wait for personnel to exit the work area in order to obtain a spare hose.

## **PART 4 - EXECUTION**

### **4.01 DECONTAMINATION ENCLOSURE SYSTEMS:**

- A. **Remote Decontamination Facility:** For Thermal System Insulation Removal (Small Project), the Contractor shall provide a remote personnel decontamination enclosure system for small asbestos projects, asbestos projects that utilizes multiple tents in

accordance with OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein.

1. The decontamination enclosure system chambers shall be constructed to meet the criteria of the Specification. The decontamination enclosure shall be installed watertight to prevent water leaks. The interior shall be lined with two layers of 6mil fire-retardant plastic sheeting, with a minimum overlap of sixteen (16) inches at seams and sealed (airtight) by tape and adhesive. The interior floor shall be sheathed with (2) layers of reinforced fire-retardant plastic sheeting with a minimum overlap on the wall of sixteen (16) inches. Compliance with local building codes and other regulations governing temporary structures shall be ensured by the contractor.
2. **Curtained Doorways:** Three (3) overlapping sheets of 6-mil polyethylene shall be placed over a framed doorway and secured along the top of the doorway. Secure the vertical edge of the outer sheets along one (1) vertical side of the doorway and the vertical edge of the center sheet along the opposite vertical side of the doorway. The sheets shall be weighted, so that they close quickly after being released.
3. **Air Locks:** Air locks shall consist of two (2) curtained doorways placed a minimum of three (3) feet apart.
4. **Personnel Decontamination Enclosure System:** The decontamination enclosure system shall consist of, at least, a shower room and a clean room separated from each other by an airlock, as follows:
  - a. **Shower Room:** The shower room shall have two (2) common air locks: one (1) which separates it from the tent and one (1) which separates it from the clean room. The shower room shall contain at least one shower with hot and cold water adjustable at the tap for every six (6) workers in containment. Careful attention shall be given to the shower to ensure against leaking of any kind. The Contractor shall supply shampoo and soap in the shower room at all times.
  - b. **Clean Room:** The clean room shall share a common air lock with the shower room and shall have a curtained doorway. The clean room shall be sized to adequately accommodate the work crew. The clean room shall not be used for storage of tools, equipment or materials or as office space.
5. **Full (five room) Decontamination Facility:** For Plaster Removal (Large Project), Floor Tile and Mastic Removal, Fireproofing Material Removal, Thermal System Insulation Removal (Large Project) and Non-Structural Concrete Floor Fill Material Removal, the Contractor shall provide a full decontamination enclosure system for large asbestos projects in accordance with OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein.

- a. **Structure:** Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of twenty-four (24) inches on-center. Interior shall be sheathed with plywood caulked or taped airtight at joints and seams. Interior and exterior shall be lined with two layers of 6-mil plastic sheeting, with a minimum overlap of sixteen (16) inches at seams and sealed (airtight) by tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant plastic sheeting with a minimum overlap on the walls of sixteen (16) Inches.
  - b. **Curtained Doorways:** Two (2) overlapping sheets of 6mil polyethylene shall be placed over a framed doorway and secured along the top of the doorway. Secure the vertical edge of the outer sheet along one (1) vertical side of the doorway. The sheet shall be weighted so that they close quickly after being released.
6. **Air Locks:** Air locks shall consist of two (2) curtained doorways, placed a minimum of three (3) feet apart.
7. **Decontamination Enclosure System** shall be placed adjacent to the work area and shall consist of three (3) totally enclosed chambers, separated from work area and each other by airlocks, as follows:
- a. **Equipment Room:** The equipment room shall have a curtain doorway to separate it from the work area, and share a common curtain doorway with the shower room. The equipment room shall be large enough to accommodate at least one (1) worker (allowing them enough room to remove their protective clothing and footwear), and a 6-mil disposal bag for collection of discarded clothing and equipment.
  - b. **Shower Room:** The shower room shall have two (2) curtain doorways: one (1) which separates it from the equipment room and one (1) which separates it from the clean room. The shower room shall contain at least one (1) shower with hot and cold water per six (6) workers. Careful attention shall be given to the shower to ensure against leaking of any kind. The Contractor shall supply shampoo and soap in the shower room at all times.
  - c. **Clean Room:** The clean room shall share a common curtain doorway with the shower room and shall have a curtained doorway to separate it from outside non-contaminated areas. Lockable lockers for storage of workers' street clothing and shelves for storing respirators shall be provided in this area. Clean disposable clothing, replacement filters for respirators, clean dry towels and other necessary items shall also be provided in the clean room.

- 8. Waste/Equipment Decontamination Enclosure System:** This system is located adjacent to the work area and personnel decontamination system. The equipment decontamination enclosure system, consisting of two (2) totally enclosed spaces shall be constructed as follows:
- a. **Equipment Washroom:** An equipment washroom shall have two (2) air locks: one (1) adjacent to the work area and one (1) common air lock which separates it from the holding area. The washroom shall have facilities for washing material containers and equipment. Gross removal of dust and debris from contaminated material containers and equipment shall be accomplished in the work area, prior to moving to the washroom.
  - b. **Holding Area:** A holding area shall share a common air lock with the equipment washroom and shall have a curtained doorway to outside areas. A hinged, lockable door shall be placed at the holding area entrance to prevent unauthorized access into the work area.
  - c. **Decontamination Enclosure System Utilities:** Lighting, heat and electricity shall be provided as necessary by the Contractor and as specified herein.

#### **4.02 PERSONNEL PROTECTION AND DECONTAMINATION PROCEDURES:**

- A. **General:** The Contractor shall take all safety measures and precautions necessary to protect his employees and building occupants in accordance with OSHA Standard 29 CFR 1926, EPA Standard 40 CFR, Part 61, Subpart M, and applicable state regulations. The Contractor shall be solely responsible for enforcing personnel protection requirements. Table 4.1. summarizes the minimum levels of personnel protection required during work of this Section.
1. Workers shall be fully protected with respirators and protective clothing from the time of first disturbance of asbestos-containing or asbestos-contaminated materials prior to commencing actual asbestos abatement until final cleanup is completed.
  2. Workers or authorized visitors shall not eat, smoke, drink or chew gum or other substances while in the work area(s) or decontamination area(s).
  3. Contaminated worker footwear, eye protection and hard hats shall be stored in the equipment room when not in use in the work area and, upon completion of asbestos abatement, disposed of as asbestos-contaminated waste or decontaminated for reuse.

**TABLE 4.1**

**MINIMUM PERSONAL PROTECTION REQUIREMENTS**

ACTIVITY	RESPIRATORY PROTECTION	DISPOSABLE CLOTHING	SHOWER REQUIRED	DECONTAMINATION UNIT
1. Removal of Hose prior to work - no potential asbestos exposure	None	No	No	No
2. Removal of "loose items" prior to work - potential asbestos exposure	HMHER	Yes	Yes	Yes
3. Precleaning prior to abatement	HMHER	Yes	Yes	Yes
4. Sealing openings prior to abatement no potential asbestos exposure	HMHER	Yes	Yes	Yes
5. Plasticizing prior to abatement - no potential asbestos exposure	HMHER	Yes	Yes	Yes
6. Plasticizing prior to abatement - potential asbestos exposure	HMHER	Yes	Yes	Yes
7. Gross removal (Uncontained work area)	HMHER	Yes	Yes	Yes
8. Gross removal (Contained work area)	PAPR	Yes	Yes	Yes
9. Preliminary cleanup (after gross removal)	HMHER	Yes	Yes	Yes
10. Plastic removal after initial clearance	HMHER	Yes	Yes	Yes
11. Lockdown	HMHER	Yes	Yes	Yes
12. Cleaning and plastic removal after lockdown before final clearance	HMHER	Yes	Yes	Yes
13. Activities after final clearance	None	No	No	No
14. Loading ACM on truck outside	HMHER	Yes	No	No

- a. These are minimum requirements only. The Contractor is fully responsible for the personal protection of all workers at the site. Where conflict or interpretational differences arise, the text of the Specification apply.

PAPR Full face mask powered air purifying respirator.

HMHER Half face mask high efficiency respirator.

FFHER Full face mask high efficiency respirator.

4. Except for government inspectors with jurisdiction, no visitors except those authorized by the Agency shall be allowed in work area.
5. Asbestos workers shall not wear any jewelry; e.g. watch, necklace, etc. while in the work area or decontamination area.

**B. Worker Respiratory Protection:** With approval from the Agency's Environmental



Consultant or rep., historical airborne fiber level data may serve as the basis for selection of the level of respiratory protection to be used for the time interval prior to the Contractor establishing the eight-hour time weighted average (TWA) for an abatement task. Historical data provided by the Contractor shall be based on personal air monitoring of the "breathing zone" of his employees for other asbestos abatement projects, and the data were obtained during work operations conducted under work place conditions closely resembling the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the Contractor's current operations. Documentation of aforementioned results shall be presented to the Agency's Environmental Consultant for review of applicability. (See "Submittal, Pre-Project Information." This will not relieve the Contractor in providing personal air monitoring to determine the TWA for the work under contract. The TWA shall be determined in accordance with 29 CFR 1926.1101. After the TWA is established, the Contractor may provide respirators as presented in the Specification.

Review material safety data sheets (MSDS) for products to be used during the work. Follow recommendations as given by the product manufacturer for personnel protection required to be worn during product application.

**Personal Air Monitoring Requirements:** The Contractor's CIH monitor shall be responsible for development and implementation of a personal air monitoring program in accordance with OSHA Standard 29 CFR 1926.1101, good industrial hygiene practices, and the requirements herein for gross removal and/or glove bag-tent removal. Personal air monitoring may be performed by an IH monitor supervised by the Contractors' CIH. Documentation of air sampling shall include as a minimum, calculations of minimum sample volume to achieve necessary detection limits; sampling time; sampling location (or subject); evidence of periodic inspection of sampling equipment; documentation of daily pre- and post-calibration of sampling equipment; detailed description of worker protective devices; description of any typical environmental conditions; and a description of work practices/procedures/controls in operation during the sampling period. Documentation of sample analysis shall include, as a minimum, sample identification; total sample duration, sample flow rate; the "Limit of Reliable Quantitation"; total air volume; total fibers counted (with work sheets); total fields counted; blank filter analysis; and reticule field area. Airborne fiber concentrations in fibers per cubic centimeter (f/cc) shall be calculated and reported at the 95 percent confidence level.

Full-shift personal exposure air sampling of workers shall be performed to establish the 8-hour (TLV-TWA) exposure. Such sampling shall be conducted for each employee (or representative group of employees, at least one sample per eight-man crew) expected to evidence the highest exposure in each work area for each type of activity on the first shift that site preparation, removal, or cleanup activities occur. Similarly, 30-minute personal exposure air sampling shall be conducted during activities anticipated to produce the highest airborne concentrations to determine the Excursion Limit. Personal exposure sampling shall be repeated everyday as per protocol requirements where removal and



cleanup operations are conducted for the duration of the project, or at any time that conditions indicate to the Contractor or the Contractor's CIH that the most recent personal sampling results are no longer indicative of employee exposure. PCM personal samples shall be collected and analyzed according to the OSHA Reference Method in OSHA Standard 29 CFR 1926.1101, Appendix B.

**C. Personnel Entrance and Decontamination Procedures for Removal Operations utilizing remote decon:** For Thermal System Insulation Removal (Small Project), the following entry/exit procedures shall be used for removal work areas.

1. All individuals who enter the Work Area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, contractor(s), the project, each Work Area, and worker respiratory protection employed. The job supervisor shall be responsible for the maintenance of the log during the abatement activity.
2. Each worker shall remove street clothes in the clean room; wear two (2) disposable suits, including gloves, hoods and non-skid footwear and put on a clean respirator (with new filters) before entering the work area.
3. Each worker or authorized visitor shall, before leaving the work area or tent, shall clean the outside of the respirators and outer protective clothing by wet cleaning and/or HEPA vacuuming. The outer disposable suit shall be removed in the work area and the worker shall then proceed to the shower room. The inner disposable suit and respirator shall be wet wiped and HEPA vacuumed thoroughly before removing and prior to aggressive shower.
4. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes and exit the decontamination enclosure system immediately.

**D. Personnel Entrance and Decontamination Procedures for Gross Removal Operations Utilizing Full Decontamination Facility:** For Floor Tile and Mastic Removal, Fireproofing Material Removal, Thermal System Insulation Removal (Large Project), the following entry/exit procedures shall be used for gross removal using full containment.

1. All workers and authorized visitors shall enter the work area through the worker decontamination enclosure system.
2. All individuals who enter the work area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, contractor(s), the project, each work area and worker respiratory protection employed. The site supervisor shall be responsible for the maintenance of the log during the abatement activity.

3. Each worker or authorized visitor shall, upon entering the job site, remove street clothes in the clean room, wear two disposable suits, including gloves, hood and non-skid footwear and put on a clean respirator (with new filters, if appropriate) and clean protective clothing before entering the work area through the shower room and equipment room.
4. Each worker or authorized visitor shall, each time he leaves the work area or tent: remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove all clothing except the respirator; still wearing the respirator, proceed to the shower room; clean the outside of the respirator with soap and water while showering; remove filters, wet them, and dispose of them in the container provided for that purpose; wash and rinse the inside of the respirator and thoroughly shampoo and wash himself/herself.
5. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes and exit the decontamination enclosure system immediately. Disposable clothing of the type worn inside the work area is not permitted outside the work area.

**4.03 PREPARATION OF WORK AREA:** The following Paragraph "General Preparations" outlines procedures applicable to all work areas. Work procedures specific for preparing each asbestos removal area is addressed in its respective Subparagraph.

**A. General Preparations:** For Floor Tile and Mastic Removal.

1. Request that the Agency's Environmental Consultant perform area monitoring and establish a background count prior to the preparatory operations for each removal area, as applicable.
2. Erect barricades; post notices and warning signs.
3. Provide and install decontamination enclosure systems in accordance with Section 4.01, "Decontamination Enclosure Systems" of this Section.
4. Seal floor drains, sumps, shower tubs, and other collection devices with 6-mil plastic and plywood, as necessary and provide a system to collect all water used by the Contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer.
5. Ensure that the Contractor's communication equipment is in place, in operating condition and in operation during work described in this Section.
6. Maintain emergency and fire exits from the work areas or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established

and clearly marked with florescent paint or other effective designations to permit easy location from anywhere within the work area. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.

7. Temporary lighting within the work area and decontamination system shall be provided as required to achieve minimum illumination levels.
8. Hand power tools used to drill, cut into or otherwise disturb ACM shall be equipped with HEPA filtered local exhaust ventilation.
9. When elevators are running through the work area, the elevator door in the work area shall be enclosed with conventional 2 x 4 stud framing, covered with 3/8" plywood sheathing and sealed at all edges and seams. The barrier shall be covered and lapped for eight (8) inches with two (2) layers of 6-mil fire retardant plastic adhered individually with edges taped for air tightness. Elevators that remain on operation shall be modified to bypass the work area.

**B. General Procedures for Gross Removal of Fire-Proofing Material Using Full Containment Procedures:** The Contractor shall perform the following general and gross area preparations for each work area to undergo gross removal using full containment.

1. Request that the Agency's Environmental Consultant perform area monitoring and establish a background count prior to the preparatory operations for each removal area.
2. Erect barricades; post notices and warning signs.
3. Shut down, isolate, and lock out or tag heating, ventilating and air conditioning (HVAC) systems which serve or which pass through the work area. Vents within the work area and seams in HVAC components shall be sealed with tape and two layers of plastic sheeting. Filters in HVAC systems shall be removed and treated as asbestos-contaminated waste.
4. Shut down, disconnect and lock out or tag all electric power to the work area, so that there is no possibility of its reactivation until after clearance testing of the work area.
5. Provide and install decontamination enclosure systems in accordance with Section 4.01 (B), "Decontamination Enclosure Systems". Prior to installation of decontamination enclosure system, the floor area shall be covered with one (1) layer of 6-mil plastic sheeting and then 1/2-inch rigid flooring prior to normal decon construction. This procedure (when required) is necessary to protect the existing

carpet from being contaminated.

6. Seal floor drains, sumps and other collection devices with two (2) layers of 6-mil plastic and plywood, as necessary and provide a system to collect all water used by the Contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer.
7. Ensure that the Contractor's communication equipment is in place, in operating condition and in operation during work described in this Section.
8. Separate by means of airtight barriers (isolation barriers) parts of the building that are not included in the work area(s) from parts of the building that will undergo asbestos abatement.
9. Seal with isolation barriers: open doorways, cased openings and corridors which will not be used for passage during work. Any opening equal to or more than 32 square feet shall be sealed with solid isolation barriers.
10. Isolation barriers shall extend from the floor to the drop ceiling and form an airtight seal. They shall be built using wood or metal framing at 24-inch on-center faced with plywood sheathing and shall be braced as necessary. Both sides of the isolation barrier shall be covered with a double layer of 6-mil plastic sheeting, with joints staggered and sealed with tape. Edges of the temporary partition at the floor, walls and ceiling shall be taped and caulked airtight. Isolation barriers larger than thirty-two (32) square feet shall be sheathed on the work area side with 3/8-inch plywood sheathing.
11. Completely seal airtight and isolate the work area. All openings, including, but not limited to, doorways, windows, tunnels, ducts, grilles, cracks, diffusers, openings through which pipe conduit passes and any other penetrations of the work area, shall be covered with plastic sheeting taped or caulked airtight.
12. Maintain emergency and fire exits from the work areas or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established and clearly marked with fluorescent paint or other effective designations to permit easy location from anywhere within the work area. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.
13. Temporary lighting within the work area and decontamination system shall be provided as required to achieve minimum illumination levels.
14. After sealing and plasticizing the area install and initiate operation of air filtration

devices to provide a negative pressure of at least -0.02 inches of water and four (4) changes per hour within the work area relative to surrounding non-work areas. Do not shut down Air Filtration Devices (AFD) until the work area is released to the Owner following final clearance procedures.

15. Hand power tools used to drill, cut into or otherwise disturb ACM shall be equipped with HEPA filtered local exhaust ventilation.
16. Scaffolds shall be provided for workers engaged in work that cannot safely be performed from the ground or other solid work area surface.
17. Work Area Pre-Cleaning Procedures: After establishing the decontamination enclosure systems prepare and pre-clean the work area as specified below and as indicated by the drawing notes:
  - a. Movable and loose items not removed by the Agency from work areas shall be cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate and shall be removed from the work area and stored according to Owner's direction.
  - b. Movable and loose items contaminated with asbestos shall be removed from the work areas and properly discarded as asbestos-contaminated waste.
  - c. Fixed objects within the work area shall be pre-cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate. Joints of covers or casings shall be sealed with tape and fixed objects enclosed with a minimum of two layers of 6-mil plastic sheeting sealed airtight with tape. Disassembly of these fixed objects is not required unless otherwise noted. Fixed objects shall include, but not be limited to, light fixtures, junction boxes, hangers and black carrying channels.
  - d. Prior to being plasticized, the work areas shall be cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters shall not be used. Carpeting in all work areas to remain in place. It shall be covered with one (1) layer of 6-mil plastic sheeting and then ½" inches of rigid flooring prior to normal plasticizing.
18. Plasticize the area after pre-cleaning, using the following procedure:
  - a. Cover floor with one layer of 6-mil plastic sheet, turning layer a minimum of twelve (12) inches up wall, and seal layer to wall.
  - b. Cover walls with one layer of 6-mil plastic sheet, lapping wall layer a

minimum of twelve (12) inches and seal layer to floor layer.

- c. Repeat procedure for second layer. All joints in plastic sheets shall be glued and taped in such a manner as to prohibit air passage. Joints on plastic layers shall be staggered to reduce the potential for water to penetrate.
19. Suspended ceiling tiles and T-grid components shall remain in place until the preparation of the work area below the ceiling tiles are completed and personnel and equipment decontamination enclosures have been constructed.
20. As soon as the preparation of the work area below the drop ceiling are completed to the satisfaction of the Agency's representative or the consultant, the contractor and consultant shall locate and identify the limits of the boundary in the phase area they are working. They shall extend the isolation barriers up to the ceiling deck by using the following procedures:
  - a. Two-man team shall conduct spot removal where isolation barriers need to be extended up to the deck.
  - b. The Contractor shall remove at least two (2) rows of existing drop ceiling to gain access to the plenum to identify boundary of the work area.
  - c. The Contractor shall spray-mist and remove section of the spray-applied fireproofing at least one (1) foot wide along the work area boundary. One (1) handler shall scrape the materials while the other handler holds the ACM waste bag directly below.
  - d. No spray-applied fireproofing shall be allowed to fall in the drop ceiling or floor area.
21. As soon as the extension of isolation barriers are completed, contractor shall remove the existing ceiling tiles, cross runners and main runners. All materials shall be disposed as ACM waste. As demolition of ceiling tiles progresses, seal any penetrations along the perimeter in the work area as they are exposed. Seal openings with isolation barrier.
22. When removals of suspended ceiling tiles are completed, pre-clean and seal airtight ceiling support systems and metal ductwork prior to beginning of asbestos abatement.
23. Areas immediately adjacent to removal areas, such as corridors or hallways which

are not in work areas but are necessary routes to and from work areas, shall be protected with two (2) layers of 6-mil plastic sheet on floors and two (2) layers of 6-mil plastic sheet on walls and ceilings.

**C: General Procedures for Gross Removal of Thermal System Insulation Using Full Containment Procedures:** The Contractor shall perform the following general and gross area preparations for each work area to undergo gross removal using full containment.

1. Request that the Agency's Environmental Consultant perform area monitoring and establish a background count prior to the preparatory operations for each removal area, as applicable.
2. Erect barricades; post notices and warning signs.
3. Provide and install decontamination enclosure systems in accordance with Paragraph "Full Decontamination Enclosure Systems" of this Section.
4. Seal floor drains, sumps, shower tubs and other collection devices with 6-mil plastic and plywood, as necessary and provide a system to collect all water used by the Contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer.
5. Ensure that the Contractor's communication equipment is in place, in operating condition and in operation during work described in this Section.
6. Maintain emergency and fire exits from the work areas or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established and clearly marked with florescent paint or other effective designations to permit easy location from anywhere within the work area. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.
7. Temporary lighting within the work area and decontamination system shall be provided as required to achieve minimum illumination levels.
8. Hand power tools used to drill, cut into or otherwise disturb ACM shall be equipped with HEPA filtered local exhaust ventilation.

**D. Work Area Pre-Cleaning Procedures:** After establishing the decontamination enclosure systems prepare and pre-clean the work area as specified below and as indicated by the drawing notes:

- a. Movable and loose items not removed by the Agency from work areas shall



be cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate and shall be removed from the work area and stored at the Owner's direction.

- b. Movable and loose items contaminated with asbestos shall be wrapped or placed in labeled ACM bags. Sealed ACM bags shall be removed from the work areas and properly discarded as asbestos-contaminated waste.
  - c. Fixed objects within the work area shall be pre-cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate. Joints of covers or casings shall be sealed with tape and fixed objects enclosed with a minimum of two (2) layers of 6-mil plastic sheeting sealed airtight with tape. Disassembly of these fixed objects is not required unless otherwise noted. Fixed objects shall include, but not be limited to, light fixtures, junction boxes, hangers and black carrying channels.
  - d. Prior to being plasticized, the work areas shall be cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall not be used.
10. Plasticize the area after pre-cleaning, using the following procedure:
- a. Cover floor with one (1) layer of 6-mil plastic sheet, turning layer a minimum of twelve (12) inches up wall and seal layer to wall.
  - b. Cover walls with one (1) layer of 6-mil plastic sheet, lapping wall layer a minimum of twelve (12) inches and seal layer to floor layer.
  - c. Repeat procedure for second layer. All joints in plastic sheets shall be glued and taped in such a manner as to prohibit air passage. Joints on plastic layers shall be staggered to reduce the potential for water to penetrate.
11. Areas immediately adjacent to removal areas, such as corridors or hallways which are not in work areas but are necessary routes to and from work areas, shall be protected with two layers of 6-mil plastic sheet on floors and two (2) layers of 6-mil plastic sheet on walls and ceilings.

#### **4.04 PRE-REMOVAL INSPECTIONS:**

- A. Prior to removal of any ACM the Contractor shall notify the Agency's representative and Environmental Consultant and request a pre-removal inspection. Posting of warning signs, plasticizing of work area, building of decontamination enclosure systems should be done in accordance to the protocols of all regulatory agencies. The



contractor shall not begin asbestos removal until the agency's Environmental Consultant and agency representative approve the work area preparations.

**4.05 MAINTENANCE OF CONTAINED WORK AREA AND DECONTAMINATION ENCLOSURE SYSTEMS:**

- A. Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon their discovery. Visually inspect enclosures at the beginning and end of each work period.
  
- B. Visually inspect non-work areas and the decontamination enclosure system for water leakage. Check the floor below, ceiling and walls, and view beneath/or around the decontamination enclosure system, for signs of leakage. Perform the visual inspection a minimum of twice each eight (8) hour work shift.

**4.06 REMOVAL OF ASBESTOS-CONTAINING MATERIAL:** General - The Contractor shall be responsible for the proper removal of ACM from the work area using standard abatement industry removal techniques. Work shall be observed by the Agency's on-site representative. Approval of the Contractor's abatement techniques is required by the Agency's field representative.

**A. Plaster Removal:**

- 1. Removal of asbestos-containing plaster material using full Containment procedures (large projects).**
  - a. Prepare the area as described in Subparagraph "Gross Removal Area Preparations" of this Section. Spray asbestos materials with a fine mist of amended water or removal encapsulant, saturating materials to substrate. Spray the asbestos material repeatedly during work process to maintain a wet condition and to minimize asbestos fiber dispersion.
  - b. Remove any obstruction on walls or ceiling such as lights as asbestos-contaminated waste.
  - c. Cut wire lath into manageable sections. Cut hanger wires supporting lath and remove asbestos containing material and ceiling intact without dropping them to the floor. Materials shall not be allowed to dry out. As it is removed, pack the material in seal-able plastic bags which shall be placed in labeled drums for transport.
  - d. After removal of lath and asbestos containing material, either remove any over-spray on decking and any structures above using a stiff nylon bristled brush or clean by some equivalent method to remove all visible

residue.

- e. After the ACM removal and bagging, the bagged waste shall be HEPA-vacuumed then wet cleaned and transferred into the shower room for double bagging. The goose-neck and double-bagged waste shall be transferred outside the clean room for its final transfer for storage in an enclosed waste container.
- f. Upon completion of the abatement, the enclosed surfaces shall be wet cleaned by using rags, mops or sponges and be lightly encapsulated with clear encapsulant to lockdown residual asbestos.

2. **Removal of asbestos plaster materials utilizing Modified Tent Procedures (For Gross Removal) as follows:**

- a. All tent enclosures and contiguous spaces within a radius of ten (10) feet shall be roped off and regulated to allow only certified workers and authorized visitors to enter.
- b. 15 RCNY § 1-141 shall be complied with except that (1) all tents shall be lined with two (2) layers of plastic sheeting (6-mil thickness at a minimum), (2) the amounts of ACM that may be abated in each modified tent shall NOT EXCEED (a) one hundred sixty (160) square feet or (b) two hundred sixty (260) linear feet or one hundred sixty (160) combined feet (square plus linear) and (3) the total amount of ACM that may be abated at any one time in several modified tents shall **NOT EXCEED ONE THOUSAND (1,000) combined** square feet plus linear feet.
- c. All modified tents shall be fully framed (including horizontally across the top, if applicable) with 2x3 (minimum) wood or metal studs spaced not more than thirty-six (36) inch center-to center vertically around all sides (except at the entry/exit which shall not exceed thirty six (36) inch width); and
- d. A minimum of one (1) air volume change per fifteen (15) minutes through each modified tent shall be maintained.
- e. An airlock having at least three (3) feet length between the two (2) curtained doorways shall be constructed at the entrance to each and every tent if the decontamination unit is not attached to the tents and
- f. If a decontamination unit is not attached to each tent, located within each airlock there shall be extra clean and uncontaminated disposable

protective suits (e.g., Tyveks) and one such clean suit shall be worn by each worker in the airlock, immediately after removal of the outer suit as per 15 RCNY § 1141(k), before each worker exits any airlock.

- g. Any decontamination unit that is not attached to a tent (i.e., that is remote from a tent) shall be constructed in compliance with the requirements of Attachment R.
- h. Decontamination units that are attached to tents shall comprise of at least a shower room and a clean room, with one curtained doorway separating them, and with a second curtained doorway separating the tent from the shower room.
- I. Scrape asbestos containing materials completely from the substrate surfaces. No residue shall remain on substrate after the stripping work is completed.
- j. After the ACM removal and bagging, the bagged waste shall be HEPA-vacuumed then wet cleaned and transferred into the airlock or into the shower room for double bagging, and thereafter the double-bagged waste shall be transferred outside the airlock or outside the clean room for its final transfer for storage in an enclosed waste container.
- k. Upon completion of the abatement, the tent work area shall be wet cleaned by using rags, mops or sponges and be lightly encapsulated with clear encapsulant to lockdown residual asbestos.

**G. Floor Tiles and Mastic Removal:** Removal of asbestos containing floor tiles and mastic shall be accomplished as described in this specification and the NYCDEP Applicable Variance FV, "Procedures for Use of Foam or Similar Viscous Liquid in Removal of Potentially Friable Asbestos Floor Tile (VAT)."

1. The electric power and HVAC system shall be shut down and isolated.
2. All movable objects shall be removed from the floor tiles.
3. The work area shall be sealed off with isolation barriers.
4. All penetration in and along the floor shall be sealed.
5. Baseboards and wall surfaces up to a minimum height of four (4) feet above the floor shall be covered with a layer of 6-mil plastic sheeting.

6. Negative air pressure ventilation shall be provided to allow make up air into the work area, and air outlet from the work area shall be at or near the floor level.
  7. Prior to actual removal, the floor tiles and mastic shall be blanketed and wetted with a minimum 1" - 3" coating of the acceptable foam or viscous liquid which shall be maintained for the duration of the removal until the material is bagged.
  8. Remove floor tiles and all underlying layers using a flat hoe or scraper. Remove adhesive backing using a mastic removal solvent approved for use and compatibility by the manufacturer(s) of flooring components. Do not grind or sand floor.
  9. Completely remove floor tile and adhesive backing using appropriate tools and materials. As material is removed, wrap it in two layers of plastic and place it in labeled containers for transport.
  10. Completely remove all bulk mastic using an approved mastic solvent in accordance with manufacturers' recommendation. Product application shall be in accordance with the manufacturer's instructions and the Material Safety Data Sheet (MSDS) for the product. Do not allow solvent to stand or to be absorbed by sub-floor. Prevent the uncontrollable flow of solvent under walls or into other materials and areas by placing impermeable absorbent materials specified for use by the manufacturer which act as a preventive impermeable barrier against seepage of liquid and/or vapor into unwanted areas.
  11. After completion of mastic removal, the Contractor shall thoroughly wash and clean the floor to remove any residue or fumes of mastic remover in accordance with manufacturer's guidelines. Place waste in sealed drums dedicated for the disposal of floor tile mastic waste. No bulk mastic residue shall remain on the floor surface following removal and cleaning. It is not necessary to remove asphaltic stain from pores of concrete.
  12. Spent mastic removal agents must be properly stored, categorized and disposed. Refer to Paragraph 3.07 ACM Waste Packing and Load out Procedures.
  13. On completion of floor mastic removal, the floor shall be smooth, free from ridges and bumps and suitable to receive replacement flooring.
- H. **Fireproofing Material Removal:** The Contractor shall use work methods and equipment which will keep the fiber count during abatement operations inside the work area to less than 0.1 fibers/cc of air when tested by NIOSH Method 7400. Removal of fire proofing materials shall be accomplished by utilizing full containment procedures.
1. Remove mounted objects: remove, clean and store outside the work area or

remove and dispose as asbestos waste ceiling mounted objects that interfere with asbestos abatement.

2. Spray areas of asbestos material with a fine mist of amended water or removal encapsulant. Do not over-saturate and cause excess dripping. Spray the asbestos material repeatedly during ceiling demolition process to maintain wet condition and to minimize dust and asbestos fiber dispersion.
3. Removal of ACM from substrate: Remove saturated asbestos material in small sections, minimizing free fall. Provide a drop chute to contain materials through descent if fall exceeds ten (10) feet. Vertical chutes are prohibited. Maximum inclination from horizontal shall be sixty (60) degrees. Material shall not be allowed to dry out. As it is removed, pack the material plastic sheeting or in seal-able plastic bags and place it in labeled drums for transport. Metal shovels shall not be used to pick up or move accumulated ACM waste in the vicinity of plastic floor and wall barriers.

I. **Thermal System Insulation Removal:** The Contractor shall use work methods and equipment which will keep the fiber count during abatement operations inside the work area to less than 0.1 fibers/cc of air when tested by NIOSH Method 7400.

1. Removal of asbestos-containing thermal system insulation using full containment procedures (large projects).
  - a. Prepare the area as described in Subparagraph "Gross Removal Area Preparations" of this Section. Remove aluminum lagging from piping and equipment while providing a continual mist of amended water or removal encapsulant to the insulation, leaving it intact. Spray asbestos materials with a fine mist of amended water or removal encapsulant, saturating materials to substrate. Spray the asbestos material repeatedly during work process to maintain a wet condition and to minimize asbestos fiber dispersion.
  - b. Remove the saturated asbestos material in small sections. As it is removed, pack the material in sealable plastic bags which shall be placed in labeled drums for transport. Remove insulation materials carefully from equipment; do not permit them to fall to the floor.
  - c. After completion of all stripping work, surfaces from which ACM have been removed shall be wet brushed and sponged or cleaned by some equivalent method to remove all visible residue. (Do not use wire brushes.)
  - d. After the ACM removal and bagging, the bagged waste shall be

HEPA-vacuumed then wet cleaned and transferred into the shower room for double bagging. The gooseneck and double-bagged waste shall be transferred outside the clean room for its final transfer for storage in an enclosed waste container.

- e. Upon completion of the abatement, the enclosed surfaces shall be wet cleaned by using rags, mops or sponges and be lightly encapsulated with clear encapsulant to lockdown residual asbestos.
7. Removal of thermal system insulation utilizing Modified Tent Procedures (For Gross Removal of Small Project) shall be accomplished as follows:
- a. All tent enclosures and contiguous spaces within a radius of ten (10) feet shall be roped off and regulated to allow only certified workers and authorized visitors to enter.
  - b. 15 RCNY § 1-141 shall be complied with except that (1) all tents shall be lined with two (2) layers of plastic sheeting (6-mil thickness at a minimum), and two (2) the amounts of ACM that may be abated in each modified tent shall NOT EXCEED (a) one hundred sixty (160) square feet, or (b) two hundred sixty (260) linear feet, or one hundred sixty (160) combined feet (square plus linear).
  - c. The total amount of ACM that may be abated at any one time in several modified tents shall NOT EXCEED 1,000 combined square feet plus linear feet.
  - d. All modified tents shall be fully framed (including horizontally across the top, if applicable) with 2x3 (minimum) wood or metal studs spaced not more than thirty-six (36) inch center-to center vertically around all sides (except at the entry/exit which shall not exceed thirty-six (36) inch width).
  - e. A minimum of one (1) air volume change per fifteen (15) minutes through each modified tent shall be maintained.
  - f. An airlock having at least three (3) feet length between the two (2) curtained doorways shall be constructed at the entrance to each and every tent if the decontamination unit is not attached to the tents, and
  - g. If a decontamination unit is not attached to each tent, located within each airlock there shall be extra clean and uncontaminated disposable protective suits (e.g., Tyveks), and one such clean suit shall be worn by each worker in the airlock, immediately after removal of the outer suit as per 15 RCNY § 1141 (k), before each worker exits any airlock.

- h. Any decontamination unit that is not attached to a tent (i.e., that is remote from a tent) shall be constructed in compliance with the requirements of Attachment R.
- i. Decontamination units that are attached to tents shall comprise at least a shower room and a clean room, with one curtained doorway separating them, and with a second curtained doorway separating the tent from the shower room.
- j. After the ACM removal and bagging, the bagged waste shall be HEPA-vacuumed then wet cleaned and transferred into the airlock or into the shower room for double bagging, and thereafter the double-bagged waste shall be transferred outside the airlock or outside the clean room for its final transfer for storage in an enclosed waste container.
- k. Upon completion of the abatement, the tent work area shall wet cleaned by using rags, mops or sponges and be lightly encapsulated with clear encapsulant to lock down residual asbestos.

**4.07 ACM WASTE PACKAGING AND LOAD OUT PROCEDURES:** Packaging of ACM shall conform to OSHA Standard 29 CFR 1926.1101, DOT 49 CFR 171,172, and 173, EPA Standard 40 CFR Part 61, New York City Department of Sanitation (in relation to transport, storage, and disposal of ACM) and the requirement as heretofore specified. ACM waste shall be placed in a wet condition into properly labeled disposal bags or sealed in two layers of 6mil plastic sheeting wrapped airtight and properly labeled. Materials to be transported through a non-work area building space shall be placed in hard wall shipping containers for handling. Specific requirements for decontamination of waste containers and load out through decontamination enclosure systems is outlined below:

- A. Decontamination of Impermeable Containers and Plastic Disposal Bags:** For Plaster Removal, and Thermal System Insulation (Small Project Removal), the following procedure shall be used when removing ACM from the work area for load out through the personnel decontamination enclosure system (remote decon).
  - 1. Waste removal shall not occur during worker shift changes or when workers are showering or changing.
  - 2. Place asbestos waste in disposal bags. Large items not able to fit into disposal bags shall be wrapped in two (2) layers of 6-mil thick plastic sheeting. Clean outer covering of asbestos waste package by wet cleaning and/or HEPA vacuuming in the work area before transferring such items into the decontamination enclosure system.
  - 3. The clean containerized items or wrapped window sashes shall be moved into a



lockable waste container.

**B. Waste Load-out through Equipment Decontamination Enclosure (Full Decontamination Facility):** For Plaster Removal (Large Project), Floor Tile and Mastic Removal, Fireproofing Material Removal, Thermal System Insulation Removal (Large Project), the following waste packaging and decontamination procedures shall be used when removing ACM from the work area by load out through the equipment decontamination enclosure system:

1. Place asbestos waste in disposal bags. Large items not able to fit into disposal bags shall be wrapped in one (1) layer of 6-mil thick plastic sheeting. Clean outer covering of asbestos waste package by wet cleaning and/or HEPA vacuuming in a designated part of the work area. Move wrapped asbestos waste to the equipment washroom, wet clean each bag or object and place it inside a second disposal bag, or a second layer of 6-mil plastic sheeting, as the item's physical characteristics demand. Air volume shall be minimized, and the bags or sheeting shall be sealed airtight with tape.
2. The clean containerized items shall be moved to the equipment decontamination enclosure holding area pending load-out to storage or disposal facilities.
3. Load-out of containers from the decontamination enclosure holding area shall be performed by workers who have entered the equipment decontamination enclosure system from the uncontaminated non-work area. Dress workers moving asbestos waste to storage or disposal facilities in clean overalls of a color different than from that of coveralls used in the work area. Ensure that workers do not enter from uncontaminated areas into the equipment washroom or the work area. Ensure that contaminated workers do not exit the work area through the equipment decontamination enclosure system.
4. Thoroughly clean the equipment decontamination enclosure system immediately upon completion of the waste load-out activities and at the completion of each work shift.
5. Labeled ACM waste containers or bags shall not be used for non-ACM debris or trash. Any materials placed in labeled containers or bags, whether turned inside out or not, shall be handled and disposed of as ACM waste.

**C. Plaster Removal:**

1. Clearance procedure for areas completed utilizing full enclosures is described in the following four step method:

Step 1. First Cleanup Visual Inspection  
Step 2. Second Cleanup Visual Inspection



Step 3. Third Cleanup Visual Inspection

Step 4. Final Re-occupancy Visual Insp., fiber count of <0.01 fiber/cc of air using NIOSH method 7400.

a. **First Clean up:**

1. Remove any visible accumulation of asbestos material and debris. All sealed drums, plastic bags and equipment used in the work area shall be removed from the work area.
2. Upon request of the Contractor the IH will perform a visual inspection. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.
3. Remove first layer of plastic sheathing inside the work area.

b. **Step 2: Second Cleanup:**

1. Twelve (12) hours after the First Cleanup, a thin coat of lockdown encapsulant shall be applied to all plastic covered surfaces in the work area.
2. When the encapsulant is dry, second layer of plastic sheets on the walls, ceiling and floors shall be removed. Do not remove seals from doors, windows, critical barriers or disconnect the negative pressure equipment.

c. **Step 3: Third Cleanup:**

1. Four (4) hours after the second cleanup, the Contractor shall wet-cleaned and HEPA vacuumed all surfaces inside the work area.
2. All containerized waste shall be removed from the work area through the decontamination enclosures and the holding area.
3. All tools and equipment shall be removed from the work area and decontaminated in the waste decontamination enclosure system.

d. **Step 4: Final Re-occupancy:**

1. Sampling shall not begin until at least one (1) hour after the area is dry from the third cleaning.
2. Final visual inspection for re-occupancy will be done for the purpose of observing whether cleaned areas are free of dust, dirt, and debris. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.

3. A minimum of five (5) PCM air samples will be collected inside the work area to determine final air clearance re-occupancy, provided that the amount of ACM is greater than one hundred sixty (160) square feet or two hundred sixty (260) linear feet. All PCM results must satisfy the clearance criteria for re-occupancy.
4. When volumes greater than or equal to one thousand eight hundred (1800) liters for a twenty-five (25) mm filter have been collected, the abatement work shall be considered complete without comparing the inside samples to the outside samples.
5. When the work area passes the IH's visual re-occupancy inspection, the third-party air monitoring contractor shall perform final air test inside the work area. Aggressive air sampling procedures shall be used within the work area and the final air test samples shall be submitted to the testing lab for analysis. Re-occupancy will be approved by the IH if the submitted final air test sample meets the regulatory agencies standards.
6. When the work area passes the re-occupancy test, all controls and seals established shall be removed.

**D. Clearance Procedure Utilizing Modified Tent Procedure:** Cleaning of the work areas and other contaminated areas shall be conducted in accordance with procedure described below:

Step 1. Clean-up Visual inspection

Step 2. Final Re-occupancy: Visual Inspection and fiber Clearance count of less or equal to 0.01 fiber/cc of air using NIOSH Method 7400.

- a. Area air samples will be collected prior, during and after abatement according to established air clearance criteria per New York State ICR 56.
- b. To determine final air clearance re-occupancy, the following air samples shall be collected for each tent (provided that the amount of ACM is less than or equal to one hundred sixty (160) square feet or two hundred sixty (260) linear feet):

Five (5) PCM samples - inside work area.

Three (3) PCM samples - outside work area.

All PCM results must satisfy the clearance Criteria for re-occupancy.

- c. When volumes greater than or equal to one thousand eight hundred (1,800) liters for a twenty-five (25) mm filter. The abatement work shall be considered complete without comparing the inside samples to the outside samples.

**E. Floor Tiles and Mastic Removal:**

1. Clearance procedure for areas completed utilizing full enclosures is described in the following four step method:

Step 1. First Cleanup Visual Inspection

Step 2. Second Cleanup Visual Inspection

Step 3. Third Cleanup Visual Inspection

Step 4. Final Re-occupancy Visual Insp., fiber count  
of <0.01 fiber/cc of air using NIOSH method 7400

a. First Cleanup:

1. Remove any visible accumulation of asbestos material and debris. All sealed drums, plastic bags, and equipment used in the work area shall be removed from the work area.
2. Upon request of the Contractor the IH will perform a visual inspection. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.
3. Remove first layer of plastic sheathing inside the work area.

b. Step 2: Second Cleanup:

1. Twelve (12) hours after the First Cleanup, a thin coat of lockdown encapsulant shall be applied to all plastic covered surfaces in the work area.
2. When the encapsulant is dry, second layer of plastic sheets on the walls, ceiling and floors shall be removed. Do not remove seals from doors, windows and critical barriers or disconnect the negative pressure equipment.

c. Step 3: Third Cleanup:

1. Four (4) hours after the second cleanup, the Contractor shall HEPA vacuum and wet clean all surfaces inside the work area.
2. All containerized waste shall be removed from the work area through the decontamination enclosures and the holding area.
3. All tools and equipment shall be removed from the work area and

decontaminated in the waste decontamination enclosure system.

d. Step 4: Final Re-occupancy:

1. Sampling shall not begin until at least one (1) hour after the area is dry from the third cleaning.
2. Final visual inspection for re-occupancy will be done by the IH for the purpose of observing whether cleaned areas are free of dust, dirt and debris. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.
3. A minimum of five (5) PCM air samples will be collected inside the work area to determine final air clearance re-occupancy, provided that the amount of ACM is greater than one hundred sixty (160) square feet or two hundred sixty (260) linear feet. All PCM results must satisfy the clearance criteria for re-occupancy.
4. When volumes greater than or equal to one thousand eight hundred (1800) liters for a twenty-five (25) mm filter have been collected, the abatement work shall be considered complete without comparing the inside samples to the outside samples.
5. When the work area passes the Project Monitor visual re-occupancy inspection, the third-party air monitoring contractor shall perform final air test inside the work area. Aggressive air sampling procedures shall be used within the work area and the final air test samples shall be submitted to the testing lab. for analysis. Re-occupancy will be approved by the IH if the submitted final air test samples meet the regulatory agencies standards.
6. When the work area passes the re-occupancy test, all controls and seals established shall be removed.

**F. Fireproofing Material Removal:**

1. Clearance procedure for areas completed utilizing full enclosures is described in the following four step method:

Step 1. First Cleanup Visual Inspection  
Step 2. Second Cleanup Visual Inspection  
Step 3. Third Cleanup Visual Inspection

Step 4. Final Re-occupancy Visual Insp., fiber count of <0.01 fiber/cc of air using

NIOSH method 7400.

a: First Clean:

1. Remove any visible accumulation of asbestos material and debris. All sealed drums, plastic bags and equipment used in the work area shall be removed from the work area.
2. Upon request of the Contractor the IH will perform a visual inspection. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.
3. Remove first layer of plastic sheathing inside the work area.

b: Step 2: Second Cleanup:

1. Twelve (12) hours after the First Cleanup, a thin coat of lockdown encapsulant shall be applied to all plastic covered surfaces in the work area.
2. When the encapsulant is dry, second layer of plastic sheets on the walls, ceiling and floors shall be removed. Do not remove seals from doors, windows, and critical barriers or disconnect the negative pressure equipment.

c. Step 3: Third Cleanup:

1. Four (4) hours after the second cleanup, the Contractor shall HEPA vacuum and wet clean all surfaces inside the work area.
2. All containerized waste shall be removed from the work area through the decontamination enclosures and the holding area.
3. All tools and equipment shall be removed from the work area and decontaminated in the waste decontamination enclosure system.

d: Step 4: Final Re-occupancy:

1. Sampling shall not begin until at least one (1) hour after the area is dry from the third cleaning.
2. Final visual inspection for re-occupancy will be done by the IH for the purpose of observing whether cleaned areas are free of dust, dirt and debris. Evidence of asbestos

contamination identified during the inspection will necessitate further cleaning as heretofore specified.

3. A minimum of five (5) PCM air samples will be collected inside the work area to determine final air clearance re-occupancy, provided that the amount of ACM is greater than one hundred sixty (160) square feet or two hundred sixty (260) linear feet. All PCM results must satisfy the clearance criteria for re-occupancy.
4. When volumes greater than or equal to one thousand eight hundred (1800) liters for a twenty-five (25) mm filter have been collected, the abatement work shall be considered complete without comparing the inside samples to the outside samples.
5. When the work area passes the IH's visual re-occupancy inspection, the third-party air monitoring contractor shall perform final air test inside the work area. Aggressive air sampling procedures shall be used within the work area and the final air test samples shall be submitted to the testing lab. for analysis. Re-occupancy will be approved by the IH if the submitted final air test samples meet the regulatory agencies standards.
6. When the work area passes the re-occupancy test, all controls and seals established shall be removed.

#### **G. Thermal System Insulation Material Removal:**

1. Clearance procedure for areas completed utilizing full enclosures is described in the following four step method:

Step 1. First Cleanup Visual Inspection

Step 2. Second Cleanup Visual Inspection

Step 3. Third Cleanup Visual Inspection

Step 4. Final Reoccupancy Visual Insp., fiber counts of <0.01 fiber/cc of air using NIOSH method 7400.

a: First Cleanup:

1. Remove any visible accumulation of asbestos material and debris. All sealed drums, plastic bags, and equipment used in the work area shall be removed from the work area.
2. Upon request of the Contractor the Industrial Hygienist (IH) will perform visual inspection. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.

3. Remove first layer of plastic sheathing inside the work area.

b. Step 2: Second Cleanup:

1. Twelve (12) hours after the First Cleanup, a thin coat of lockdown encapsulant shall be applied to all plastic covered surfaces in the work area.
2. When the encapsulant is dry, second layer of plastic sheets on the walls, ceiling and floors shall be removed. Do not remove seals from doors, windows and critical barriers or disconnect the negative pressure equipment.

c. Step3: Third Cleanup:

1. Four (4) hours after the second cleanup, the Contractor shall HEPA vacuum and wet-clean all surfaces inside the work area.
2. All containerized waste shall be removed from the work area through the decontamination enclosures and the holding area.
3. All tools and equipment shall be removed from the work area and decontaminated in the waste decontamination enclosure system.

d. Step 4: Final Re-occupancy:

1. Sampling shall not begin until at least one (1) hour after the area is dry from the third cleaning.
2. Final visual inspection for re-occupancy will be done by the IH for the purpose of observing whether cleaned areas are free of dust, dirt and debris. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.
3. A minimum of five (5) PCM air samples will be collected inside the work area to determine final air clearance re-occupancy, provided that the amount of ACM is greater than one hundred sixty (160) square feet or two hundred sixty (260) linear feet. All PCM results must satisfy the clearance criteria for re-occupancy.
4. When volumes greater than or equal to one thousand eight hundred (1800) liters for a twenty-five (25) mm filter have been collected, the abatement work shall be considered complete without comparing the inside samples to the outside samples.
5. When the work area passes the IH's visual re-occupancy inspection, the third-party air monitoring contractor shall perform a final air test inside the work area. Aggressive air

sampling procedures shall be used within the work area and the final air test samples shall be submitted to the testing lab for analysis. Re-occupancy will be approved by the IH if the submitted final air test samples meet the regulatory agencies standards.

6. When the work area passes the re-occupancy test, all controls and seals established shall be removed.
7. Clearance Procedure Utilizing Modified Tent Procedure - Cleaning of the work areas and other contaminated areas shall be conducted in accordance with procedure described below:

Step 1. Clean-up Visual inspection

Step 2. Final Re-occupancy Visual Inspection and fiber Clearance count of less or equal to 0.01 fiber/cc of air using NIOSH Method 7400.

- a. Area air samples will be collected prior, during and after abatement according to establish air clearance criteria per New York State ICR 56.
- b. To determine final air clearance re-occupancy, the following air samples shall be collected for each tent (provided that the amount of ACM is less than or equal to one hundred sixty (160) square feet or two hundred sixty (260) linear feet):

Five (5) PCM samples - inside work area.  
Five (5) PCM samples - outside work area.

All PCM results must satisfy the clearance criteria for reoccupancy.

- c. When volumes greater than or equal to one thousand eight hundred (1,800) liters for a twenty five (25) mm filter, the abatement work shall be considered complete without comparing the inside samples to the outside samples.

#### **4.08 DISPOSAL AND TRANSPORTATION OF ASBESTOS-CONTAMINATED WASTE:**

- A. Storage of Containerized ACM: As the work progresses, remove sealed and labeled bags of ACM from the work area and place in a lockable trailer, dumpster, or other container approved for storage or transport of asbestos waste. The waste container shall be lined with two (2) layers of fire retardant plastic. Asbestos-containing waste shall remain under the positive control of the Contractor and must never be left unattended in an area or on a vehicle where unauthorized persons could gain access.
- B. Sealed and labeled disposal bags or waste wrapped in two (2) layers of plastic sheeting



sealed airtight shall be used to transport asbestos-contaminated waste to the landfill. Procedures for hauling and disposal shall comply with 40 CFR, Part 61, 49 CFR, Part 171 and 172, and other applicable state, regional, and local government regulations. Procedures for removal from the work area and disposal of waste are outlined below:

1. A properly completed and original "Waste Shipment Record" form shall accompany asbestos waste which is transported to a disposal site. This form shall be signed and dated by each party who has control over the asbestos waste, and a copy retained by each party as responsibility for the waste is transferred to the next party. All original manifest forms and waste receipts shall be provided to the Agency's Environmental Consultant (see Paragraph "Submittal").
2. Trucks hauling asbestos waste shall be totally enclosed to prevent loss or damage to waste containers enroute to approved landfill. The interior of the vehicles shall be lined with two layers of 6-mil plastic.
3. Mark with a visible warning sign during the loading and unloading of asbestos-containing waste of all vehicles used to transport the waste material. Danger sign legend, text size, style and arrangement shall conform to the requirements of EPA Standard 40 CFR Part 61.149 (d)(1).
4. Only sealed plastic bags or completely sealed window are permitted to be deposited in landfill. Damaged, broken sealed windows or leaking plastic bags shall be resealed prior to being deposited in the landfill. Workers shall place asbestos waste in the landfill. Throwing or dumping of containers shall not be allowed. Workers unloading and handling the sealed bags/drums or sealed windows at the disposal site shall wear appropriate personnel protective equipment including respirators and protective clothing.
5. After the vehicle is unloaded at the landfill, the plastic sheeting that was taped to the floor, sides and top of the truck shall be carefully removed and placed in properly labeled bags for disposal with the rest of the waste.

**END OF SPECIFICATIONS**

**CITY OF NEW YORK**  
**STANDARD CONSTRUCTION CONTRACT**

**March 2017**

**CITY OF NEW YORK  
STANDARD CONSTRUCTION CONTRACT**

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**WITNESSETH:**

The parties, in consideration of the mutual agreements contained herein, agree as follows:

**CHAPTER I: THE CONTRACT AND DEFINITIONS**

**ARTICLE 1. THE CONTRACT**

1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this **Contract**:

1.1.1 All provisions required by law to be inserted in this **Contract**, whether actually inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;

1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.

1.2 Should any conflict occur in or between the Drawings and Specifications, the **Contractor** shall be deemed to have estimated the most expensive way of doing the **Work**, unless the **Contractor** shall have asked for and obtained a decision in writing from the **Commissioner** of the **Agency** that is entering into this **Contract**, before the submission of its bid, as to what shall govern.

**ARTICLE 2. DEFINITIONS**

2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

2.1.1 “**Addendum**” or “**Addenda**” shall mean the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 “**Agency**” shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

2.1.3 “**Agency Chief Contracting Officer**” (**ACCO**) shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO, or his/her duly authorized representative.

2.1.4 **“Allowance”** shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, *e.g.*, lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

2.1.5 **“City”** shall mean the City of New York.

2.1.6 **“City Chief Procurement Officer” (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.

2.1.7 **“Commissioner”** shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.8 **“Comptroller”** shall mean the Comptroller of the City of New York.

2.1.9 **“Contract”** or **“Contract Documents”** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.10 **“Contract Drawings”** shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.11 **“Contract Work”** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.12 **“Contractor”** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.13 **“Days”** shall mean calendar days, except where otherwise specified.

2.1.14 **“Engineer”** or **“Architect”** or **“Project Manager”** shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.

2.1.15 **“Engineering Audit Officer” (EAO)** shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.16 **“Extra Work”** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

- 2.1.17 **“Federal-Aid Contract”** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.
- 2.1.18 **“Final Acceptance”** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.
- 2.1.19 **“Final Approved Punch List”** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.
- 2.1.20 **“Law”** or **“Laws”** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.
- 2.1.21 **“Materialman”** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.
- 2.1.22 **“Means and Methods of Construction”** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.
- 2.1.23 **“Notice to Proceed”** or **“Order to Work”** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.
- 2.1.24 **“Other Contractor(s)”** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.
- 2.1.25 **“Payroll Taxes”** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).
- 2.1.26 **“Project”** shall mean the public improvement to which this Contract relates.
- 2.1.27 **“Procurement Policy Board” (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.
- 2.1.28 **“Required Quantity”** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.
- 2.1.29 **“Resident Engineer”** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.
- 2.1.30 **“Site”** shall mean the area upon or in which the Contractor’s operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.



2.1.31 “**Small Tools**” shall mean items that are ordinarily required for a worker’s job function, including but not limited to, equipment that ordinarily has no licensing, insurance or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

2.1.32 “**Specifications**” shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.33 “**Subcontractor**” shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.

2.1.34 “**Substantial Completion**” shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the **Final Approved Punch List**.

2.1.35 “**Work**” shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

## **CHAPTER II: THE WORK AND ITS PERFORMANCE**

### **ARTICLE 3. CHARACTER OF THE WORK**

3.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications, and Addenda**, the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the **Commissioner**.

### **ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION**

4.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications, and Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **Engineer’s** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **Engineer’s** approval of the **Contractor’s Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor**

of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

## **ARTICLE 5. COMPLIANCE WITH LAWS**

5.1 The **Contractor** shall comply with all **Laws** applicable to this **Contract** and to the **Work** to be done hereunder.

5.2 Procurement Policy Board Rules: This **Contract** is subject to the Rules of the **PPB** (“**PPB Rules**”) in effect at the time of the bid opening for this **Contract**. In the event of a conflict between the **PPB Rules** and a provision of this **Contract**, the **PPB Rules** shall take precedence.

5.3 Noise Control Code provisions.

5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the **City** (“Administrative Code”), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this **Contract** and which are subject to the provisions of the **City** Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the **City** Department of Environmental Protection.

5.3.2 The **Contractor** agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York (“RCNY”) Section 28-100 *et seq.* In accordance with such provisions, the **Contractor**, if the **Contractor** is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each **Site**, in which the **Contractor** shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the **Contractor** cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the **City** Department of Environmental Protection. In addition, the **Contractor**’s certified Construction Noise Mitigation Plan is subject inspection by the **City** Department of Environmental Protection in accordance with Section 28-101 of Title 15 of RCNY. No **Contract Work** may take place at a **Site** unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the **Contractor** shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.

5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the **Contractor** specifically agrees as follows:

5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:

5.4.1(a) “Contractor” means any person or entity that enters into a Public Works Contract with a **City Agency**, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.

5.4.1(b) “Motor Vehicle” means any self-propelled vehicle designed for transporting persons or property on a street or highway.

5.4.1(c) “Nonroad Engine” means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) “Nonroad Vehicle” means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.

5.4.1(e) “Public Works Contract” means a contract with a **City Agency** for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a **City Agency** for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a **City Agency** for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

5.4.1(f) “Ultra Low Sulfur Diesel Fuel” means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

#### 5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All **Contractors** shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the **City Department of Environmental Protection** (“DEP Commissioner”) has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the

requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) **Contractors** may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at [www.dep.nyc.gov](http://www.dep.nyc.gov) or by contacting the **City Agency** letting this **Contract**.

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

#### 5.4.3 Best Available Technology

5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the **City** Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for

reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

#### 5.4.5 Compliance

5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand (\$1,000) and ten thousand (\$10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand (\$20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

#### 5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:

5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the **City** known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.



5.5.1(c) “Nonroad Engine” means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.5.1(d) “Nonroad Vehicle” means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

5.5.1(e) “Ultra Low Sulfur Diesel Fuel” means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor**, and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

## **ARTICLE 6. INSPECTION**

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor’s** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be

considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

## **ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY: NOTICES AND INDEMNIFICATION**

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect all persons and the property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor's** own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is



being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured.”

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller**, the **Commissioner** and the **City** Corporation Counsel. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller’s Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys’ fees, arising from an insurer’s disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the “Indemnitees”) harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys’ fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor’s** and/or its **Subcontractors’** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

### CHAPTER III: TIME PROVISIONS

#### **ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK**

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from

the date specified in the **Notice to Proceed** or the **Order to Work**. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified in this Contract, or on the date to which the time for completion may be extended.

#### **ARTICLE 9. PROGRESS SCHEDULES**

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Method in the form of a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

#### **ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL**

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

## **ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY**

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the **Contractor** of its obligation to comply with the provisions of Article 44.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

### 11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contract** necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the progress schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be

compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

- 11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the **City** shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.
- 11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.
- 11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**.
- 11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the **Work** will be or is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or that would be generally recognized by a reasonably prudent contractor as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of Construction**, or by third parties, unless such order, injunction or judgment was the result of an act or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

#### 11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

#### 11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

- 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
- 11.7.1.4 Additional insurance and bond costs;
- 11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project**-specific storage, field office utilities and telephone, and field office consumables;
- 11.7.1.6 Labor escalation costs based on actual costs;
- 11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;
- 11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and
- 11.7.1.9 Extended home office overhead calculated based on the following formula:
  - (1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);
  - (2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
  - (3) Multiply the result of item (2) by 7.25% for the total home office overhead;
  - (4) Multiply the result of item (3) by 7.25% for the total profit; and
  - (5) The total extended home office overhead will be the total of items (3) and (4).

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
- 11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
- 11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
- 11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and
- 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.



- 11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.
- 11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

## **ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS**

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**

**Contractor** under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

### **ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE**

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB Rules**.

13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective



of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

#### 13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

#### 13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

#### **ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK**

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's/Resident Engineer's** inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

#### **ARTICLE 15. LIQUIDATED DAMAGES**

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

#### **ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION**

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

## CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

### ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at [www.nyc.gov/pip](http://www.nyc.gov/pip).<sup>1</sup> For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor's** industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of \$100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such

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<sup>1</sup> In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at [www.nyc.gov/pip](http://www.nyc.gov/pip). Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at [pip@fisa.nyc.gov](mailto:pip@fisa.nyc.gov).



**Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand (\$50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

## **ARTICLE 18. ASSIGNMENTS**

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

## **CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE**

### **ARTICLE 19. SECURITY DEPOSIT**

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the

**Contract** and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor**'s faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

## **ARTICLE 20. PAYMENT GUARANTEE**

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.



20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City's** review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

## **ARTICLE 21. RETAINED PERCENTAGE**

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and

retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

## **ARTICLE 22. INSURANCE**

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office (“ISO”) Form CG 0001. Such insurance shall be “occurrence” based rather than “claims-made” and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a “per project” aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City’s** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

**Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this



**Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

## 22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

## 22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

#### 22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor Insurance**: In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner**'s address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or



not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

### **ARTICLE 23. MONEY RETAINED AGAINST CLAIMS**

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

- (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or
- (b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
- (c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

## **ARTICLE 24. MAINTENANCE AND GUARANTY**

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

## CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

### ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

### ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of

the item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with



Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

## **ARTICLE 27. RESOLUTION OF DISPUTES**

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner's Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.



27.5.2 Response. Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 **Form and Content of Petition by Contractor.** The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner**, (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the **City** Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the **City** Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency Response.** Within thirty (30) **Days** of its receipt of the Petition by the **City** Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) **Days**.

27.7.3 **Further Proceedings.** The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the **City** Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 **Contract Dispute Resolution Board Determination.** Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the **CCPO**, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

## **ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS**

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,

and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

### **ARTICLE 29. OMITTED WORK**

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

### **ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES: PRODUCTION OF FINANCIAL RECORDS**

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.



## **CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER**

### **ARTICLE 31. THE RESIDENT ENGINEER**

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

### **ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER**

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

### **ARTICLE 33. THE COMMISSIONER**

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

#### **ARTICLE 34. NO ESTOPPEL**

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

### **CHAPTER VIII: LABOR PROVISIONS**

#### **ARTICLE 35. EMPLOYEES**

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or



35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor's** officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor's Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

### 35.5 Paid Sick Leave Law.

#### 35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.<sup>2</sup> Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

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<sup>2</sup> Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSL and Rules.

35.5.1(e) The PSL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSL and Rules in their entirety. On the website [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) there are links to the PSL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSL. The **Contractor** acknowledges that it is responsible for compliance with the PSL notwithstanding any inconsistent language contained herein.

#### 35.5.2 Pursuant to the PSL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

35.5.2(c) An employee entitled to sick time pursuant to the PSL may use sick time for any of the following:

- i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

- illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
- iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSL must be treated by the employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSL are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSL for such employee;

35.5.3(e) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSL.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

35.5.6 Records. An employer must retain records documenting its compliance with the PSL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 **Days** of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous Policies and Other Legal Requirements. Nothing in the PSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,



collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of \$1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including “Hire-on-the-Spot” events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at [www.nyc.gov/sbs](http://www.nyc.gov/sbs), within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor's** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **Contract** and this Article 35.6 (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars (\$500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other parts of the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on a monthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this **Contract**), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.



## ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) (“E.O. 50”), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner’s race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

### **ARTICLE 37. LABOR LAW REQUIREMENTS**

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor **Law**.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by **Law**.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the



performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.



37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

### **ARTICLE 38. PAYROLL REPORTS**

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

### **ARTICLE 39. DUST HAZARDS**

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

## **CHAPTER IX: PARTIAL AND FINAL PAYMENTS**

### **ARTICLE 40. CONTRACT PRICE**

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

### **ARTICLE 41. BID BREAKDOWN ON LUMP SUM**

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

### **ARTICLE 42. PARTIAL PAYMENTS**

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

#### **ARTICLE 43. PROMPT PAYMENT**

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

#### **ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT**

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

**Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

## **ARTICLE 45. FINAL PAYMENT**

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

#### **ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT**

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the



verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

#### **ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION**

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

### **CHAPTER X: CONTRACTOR'S DEFAULT**

#### **ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT**

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.



## **ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT**

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a “Notice of Default”).

49.2 The **Commissioner’s** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

## **ARTICLE 50. OUTTING THE SITE**

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

## **ARTICLE 51. COMPLETION OF THE WORK**

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor’s** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

## **ARTICLE 52. PARTIAL DEFAULT**

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

### **ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK**

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

### **ARTICLE 54. OTHER REMEDIES**

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

## **CHAPTER XI: MISCELLANEOUS PROVISIONS**

### **ARTICLE 55. CONTRACTOR'S WARRANTIES**

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

#### **ARTICLE 56. CLAIMS AND ACTIONS THEREON**

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

#### **ARTICLE 57. INFRINGEMENT**

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

## **ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES**

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

## **ARTICLE 59. SERVICE OF NOTICES**

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

## **ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT**

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

## **ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED**

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

## **ARTICLE 62. TAX EXEMPTION**

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the



**Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

### **ARTICLE 63. INVESTIGATION(S) CLAUSE**

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.



63.8.3 The term “entity” as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term “member” as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days**’ written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations (“DOI”) of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

#### **ARTICLE 64. TERMINATION BY THE CITY**

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City**’s materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the

**Commissioner.** For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

## **ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE**

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

## **ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT**

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

## **ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM**

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

## **ARTICLE 68. ANTITRUST**

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

## **ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS**

### 69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:



69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.



## **ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB**

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at [www.nyc.gov/buildings](http://www.nyc.gov/buildings).

## **ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS**

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

## **ARTICLE 72. CONFLICTS OF INTEREST**

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

## **ARTICLE 73. MERGER CLAUSE**

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

## **ARTICLE 74. STATEMENT OF WORK**

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

## **ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR**

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

## **ARTICLE 76. ELECTRONIC FUNDS TRANSFER**

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any

transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

#### **ARTICLE 77. RECORDS RETENTION**

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

#### **ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS**

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner**'s written approval.



**NEW YORK CITY HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF  
HOMELESS SERVICES/ DEPARTMENT SOCIAL SERVICES GENERAL  
CONDITIONS**

**ARTICLE 1. APPROVALS**

1. City of New York

This Contract shall not become effective or binding unless:

- A. Authorized by the Mayor and endorsed by the Comptroller's certificate that there remains unexpended and unapplied a balance of the appropriation of funds applicable hereto sufficient to pay the estimated expense of executing this Contract; and
- B. Approved by the Mayor pursuant to Executive Order No.42, dated October 9, 1975, if the terms of the Executive Order require such approval; and
- C. Certified by the Mayor (i.e. the Mayor's Fiscal Committee created pursuant to Executive Order No. 43, dated October 14, 1975) that performance of this Contract will be in accordance with the City's Financial Plan.
- D. Approved by the New York State Financial Control Board ("the Board") pursuant to the New York State Financial Emergency Act for the City of New York, as amended, ("the Act"), in the event regulations of the Board pursuant to the Act require such approval.

3. Other Approvals or Authorizations

The requirements of this Article shall be in addition to, not in lieu of, any approval or authorization otherwise required for this Contract to become effective, and for the expenditure of City Funds.

**ARTICLE 2. EXECUTORY CONTRACT**

This Contract shall be deemed executory only to the extent of the money appropriated and available for purposes of the Contract and the Contractor shall incur no liability on account of the Contract beyond such appropriated and available amount. The parties mutually understand and agree that neither this Contract nor any representation by any public employee or officer create any legal or moral obligation to request, appropriate or otherwise make money available for purposes of the Contract.

**ARTICLE 3. WAIVER**

A waiver by the Agency of a breach of any provision of this Contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of the Contract, unless and until agreed to in writing by the Agency or the City, as required, and as attached to the original Contract.

#### **ARTICLE 4. AUDIT BY THE DEPARTMENT AND CITY**

1. All vouchers or invoices presented for payment hereunder and the books, records and accounts upon which said vouchers or invoices are based, are subject to audit by the Agency and by the Comptroller of the City of New York pursuant to the powers and responsibilities conferred upon said Agency and said Comptroller by the New York City Charter and the Administrative Code of the City of New York and the orders and regulations promulgated pursuant thereto.
2. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Contract as the Agency and/or the Comptroller may require, so that they may evaluate the reasonableness of the charges, and the Contractor shall make its records available to the Department and to the Comptroller, as they deem necessary.
3. To the extent that the Contractor is a not-for-profit organization and receives an amount of twenty-five thousand dollars (\$25,000.00) or more pursuant to this Contract, or, in the aggregate, from all other Contracts, the source of which amount is derived from federal funding, the Contractor shall be subject to a global audit at least annually, but not less frequently than every two (2) years. Such audit shall be conducted in accordance with the directive of the Comptroller of the City of New York and/or the Human Resources Administration and Federal Office of Management and Budget Circular A-133, "Audits of Institution of Higher Education and other Non-profit Organizations".
4. All books, vouchers, records, reports, cancelled checks and any and all similar materials related to this Contract and the Work hereunder may be subject to periodic inspection, review and audit by the State of New York, the Federal Government, and other persons duly authorized by the City, including the Department's Office of the Inspector General ("IG"). Such audit may include examination and review of the source and application of all funds received by the Contractor, whether from the City, from any State, from the Federal Government, from a private source, or otherwise. The Contractor shall not be entitled to final payment under this Contract until all such requirements have been satisfactorily met.

#### **ARTICLE 5. BOOKS AND RECORDS**

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall, upon reasonable notice to the Contractor, be subject to review, audit, inspection and photocopying by City, State and Federal personnel, subject to all relevant provisions of this Contract.

#### **ARTICLE 6. INSPECTOR GENERAL REVIEWS**

Notwithstanding any provision herein regarding notice of inspection, all records of the Contractor kept pursuant to this Contract shall be subject to immediate inspection, review and photocopying by the Office of the Agency's Inspector General ("IG"), without prior notice.

**ARTICLE 7. EXCISE AND TRANSPORTATION TAXES.**

Pursuant to the relevant sections of the within Information For Bidders (Section 38), the Contractor may be exempted from the payment of Federal Excise Transportation Taxes, in accordance with the following:

- a. An Excise Tax Exemption Certificate will be given by the Department where requested by the Contractor for items falling within the scope of the Contract that may be exempt from the Federal Excise Tax.
- b. The Contractor shall, in order to obtain exemption from the Federal Transportation Tax, notify all its suppliers that their shipping papers must be worded as follows: "To the City of New York, consignee c/o A.B., Contractor". No Certificate of exemption is required.

**ARTICLE 8. EXAMINATION.**

- 1. The Commissioner shall bear no responsibility for any misunderstanding on the part of any Bidder regarding the nature, quantity or quality of the Work to be performed under this Contract. Each Bidder is required to visit the Site of the proposed Work, to carefully read the Bid Specifications and to ascertain for itself the nature, quantity and quality of the Work to be performed, and shall not, at any time after the submission of its Bid, dispute or complain thereof.
- 2. The Contractor shall proceed with the Work as rapidly as is consistent with good construction practice and good workmanship as required to meet the date of completion. The Contractor shall acquaint itself with the hours and the procedure of any offices located in the building, as the Work must be done at such times and in such a manner as not to interfere with the orderly procedure of their work. The Contractor shall remove any physical obstructions that will interfere with its carrying out the Work specified herein or that is shown in the plans therefor.

**ARTICLE 9. TESTS**

Should the tests of the work and materials performed and provided by the Contractor as a result of inspections made under Article 6 herein show that any of the materials, appliances or workmanship used in the Work hereunder are not first class or are not in compliance with the Bid Specifications, the Contractor, upon written notice from the Commissioner and as directed by the Commissioner or his or her designee, shall remove and promptly replace such non-complying items with materials, appliances or workmanship that conforms to the Bid Specifications, at no cost to the City or the Department.

**ARTICLE 10. MATERIALS**

All materials required for the Work herein shall be free from all defects, shall be of the best grade and quality, shall be entirely satisfactory for the purpose intended, and shall be furnished to the Site in ample quantities to prevent unnecessary delays in completing the Work.

**ARTICLE 11. MEASUREMENTS**

The Contractor shall take sufficient measurements and shall obtain other such information at the Site as is necessary to insure that any new Work done by the Contractor conforms completely to

the pre-existing condition of the Site, so that any new Work and any pre-existing Work fit together neatly and accurately as one.

#### **ARTICLE 12. SUPERINTENDENT/FOREMAN**

The Contractor shall give its undivided attention to the Work and shall employ and retain at the premises while the Work is in progress a competent foreperson or superintendent. The Contractor shall keep copies of all relevant plans and Specifications at the Work Site during the performance of the Contract. Instructions given by the Commissioner or his/her designated representative to the Contractor's foreperson or superintendent shall be deemed to be delivered directly the Contractor.

#### **ARTICLE 13. PROTECTION OF OCCUPANTS OR EMPLOYEES IN THE WORK SITE AREA**

1. All Work herein shall be carried out so as to cause as little interference as possible with the functioning of occupants and their employees at the Site of the Work, so as to minimize any danger to the said occupants and employees, and so as to cause a minimum of noise disturbance to the said occupants and employees. In any room where Work involving construction is to be done, the Contractor shall cover all existing floor surfaces with building paper, and shall keep them so covered until all construction Work is finished. The Contractor shall also suitably protect any furniture, equipment, appliances or supplies that cannot be removed from the Site during construction Work, and, where necessary, shall carefully move such items and replace them after the Work has been completed.
2. The Contractor shall properly protect the Work during installation. The Contractor shall guard all potentially hazardous locations with appropriate and substantial guards, railings, lights and other preventive devices, with the understanding that the Contractor shall be held responsible for any injury to life and limb, or to the Work, that results from its default of this provision. Any of the Contractor's Work that has been damaged by the elements or for any reason whatsoever, shall be removed and reconstructed by the Contractor according to the terms set forth herein.

#### **ARTICLE 14. DAMAGE**

Any part of any building located at the Site of the Work, or the contents thereof, which are damaged by the Contractor during its performance of the Work, shall be fully restored to its original state by the Contractor, at its own expense, in a manner satisfactory to the Commissioner.

#### **ARTICLE 15. STORAGE OF MATERIALS**

The Contractor shall carefully store and protect from damage. all materials delivered to the Work Site. No damaged materials shall not be used in the Work. The Contractor shall be assigned designated areas of any building at the Site or surrounding grounds where its materials may be stored, and shall keep its materials within the space so allotted. The Contractor shall be responsible for protecting and safeguarding all its tools and materials and shall take every precaution to prevent fire at the Site from any cause whatsoever. All oily cloths or rags shall be removed by the Contractor from the Work Site each Day and shall be kept in an approved



covered steel receptacle until so removed. Advance arrangements for materials deliveries shall be made by the Contractor with the Custodian of any building located at the Work Site.

#### **ARTICLE 16. RULES AND PERMITS**

1. The Contractor shall give all necessary notices, obtain all required permits and pay all necessary fees in connection with the Work, and shall comply with all applicable rules and regulations of the Federal Government, the State of New York, and the City of New York affecting the Work. In the event of a conflict, such rules and regulations shall take precedence over any requirements contained in the Bid Specifications. This Article shall not be interpreted to permit the use of material or equipment that is inferior to those specified herein, unless the materials or equipment so specified would violate any applicable rule or regulation referenced in this Article.
2. The Contractor shall be responsible for obtaining the required approval of all Agencies having jurisdiction over the Work, and shall make and file all required applications to obtain such approvals. It shall obtain all certificates of inspection for the Work and shall deliver them to the Commissioner.

#### **ARTICLE 17. INTERRUPTION OF SERVICE**

Where it is necessary to interrupt any service, the Work shall timely progress and be completed in such a manner that any shut-down of services will be for the minimum necessary period of time. Any shut-down of services shall be timed so as to cause the minimum inconvenience possible to the occupants of any building located at the Site of the Work, as determined by the Commissioner or his/her delegate.

#### **ARTICLE 18. CUTTING AND PATCHING**

Any cutting or patching of new or existing Work necessary to complete the Work hereunder shall be done as directed, using only persons of the applicable trade(s), where such cutting and patching is required.

#### **ARTICLE 19. DEBRIS**

1. During the progress of the Work, the Contractor shall remove from the premises any rubbish or debris created by the Work as frequently as may be necessary to avoid interference with the functioning of any building located at the Site of the Work or its occupants, so as to avoid interference with the work of any other Contractor, and so as to avoid any fire, safety or health hazard. Upon completion of the Work, the premises shall be left broom-clean by the Contractor, unless otherwise specified by the Commissioner or designee.
2. The clauses of the GENERAL CONDITIONS AND SPECIFICATIONS shall govern the Work to be done pursuant to this Contract as they apply to conditions now existing or that may arise as the Work progresses.

#### **ARTICLE 20. EQUIVALENT QUALITY OF MATERIALS**

1. All materials and equipment designated in the Specifications by a number in the catalog of any manufacturer or by a manufacturer's grade or trade name, are designated for the purpose of describing the article and fixing the standard of the quality and finish.

Materials and equipment which, in the opinion of the Commissioner, are equivalent to that specified, will be accepted.

2. The submission of any material or article as the equal of the materials or articles set forth in the Specifications as a standard, shall be accompanied by illustrations, drawings, descriptions, catalogs, records of tests, samples and any and all other information essential for judging the equality of the materials, finish and durability of that specified as standard, as well as information indicating satisfactory use under similar operating conditions.

### **ARTICLE 21. EXCAVATED MATERIAL**

1. First Alternative: "Disposal of Excavated Material by the Contractor at the Contractor's Site": Excess material excavated by the Contractor becomes the Contractor's property and shall be properly disposed of at the Contractor's expense.

2. Second Alternative: "Disposal of Excavated Material by Contractor at a City-Designated Site":

(a) Description of Work:

Under this Section, as part of other Work under this Contract, the Contractor shall be required to deliver suitable excess material excavated from the Site to an appropriate Department of Sanitation facility, as designated by the Department of Sanitation, hereinafter known as the "Facility", or to such other Site designated by the City.

(b) Excess Material Suitability and Construction Methods:

- (1) All suitable excess material ("Suitable Excess Material") excavated from the Site shall remain the sole property of the City of New York and shall be transported by the Contractor to the Department of Sanitation's ("DOS") Facility to be deposited in areas designated by the DOS's Engineer-in-Charge of Landfills. When the City orders the Contractor to excavate during other than normal construction hours, the Engineer may allow the Contractor to dispose of the suitable excavated material at a location other than the Facility.

- (2) Suitable Excess Material shall consist of one or more of the following items and estimated volumes:

ITEM A - CLEAN FILL:

The Material shall be clean earthen fill subject to all conditions stated herein, and shall be composed of a mixture of stone, gravel, sand, clay and/or silt. The maximum allowable size for this Material shall be no more than twelve (12) inches in its largest dimension. No more than twenty (20%) per cent of the load shall be asphalt or concrete. In addition, excessively wet material will not be accepted by DOS. The Contractor shall transport to the Department of Sanitation's Facility a minimum of \_\_\_\_\_ cubic yards of clean fill.

ITEM B - ASPHALT:

This Material will be accepted subject to all conditions stated herein and will not be restricted in particle size. The Contractor shall excavate the asphalt in a separate removal and transportation operation from the clean fill. Unstripped asphalt attached to concrete shall be treated as concrete rubble subject to the restrictions set forth under Item C below. The Contractor shall transport to the Department of Sanitation's Facility a minimum of \_\_\_\_\_ cubic yards of Asphalt.

ITEM C - CONCRETE RUBBLE:

This Material will be accepted subject to all the conditions stated herein and shall be composed of non-reinforced concrete devoid of rebars, structural steel members, etc. with a maximum length and width no greater than thirty-six (36) inches, and a maximum depth no greater than eighteen (18) inches. The Contractor shall transport to the Department of Sanitation's Facility a minimum of \_\_\_\_\_ cubic yards of concrete rubble.

- (3) All delivered loads of clean fill, asphalt or concrete rubble as provided in the above Items A through C must be free of wood, garbage, steel or any metal, unsuitable construction waste or other toxic, hazardous or deleterious material.
- (4) All Material excavated and removed from the Project Site and delivered to the landfill which is deemed unsuitable as excess excavated material, as described below, shall be disposed of by the Contractor in a legal and appropriate manner.

The Department of Sanitation facilities may be used for the disposal of all Material deemed unsuitable, but such Material shall be disposed of in accordance with the rules and regulations of the Department of Sanitation. The Contractor shall submit an affidavit to the Commissioner indicating that it has complied with said rules and regulations, the disposal Site used, and proof of payment for disposal privileges.

- (5) The acceptance of suitable excess excavated material ("Excess Excavated Material"), as described herein, is conditioned on the following:
  - a. The Contractor or Subcontractor must comply with all rules and regulations of the Department of Sanitation governing the use of its facilities.
  - b. All truck deliveries to the designated Facility must be between 7:30 am and 3:30 p.m. Monday through Friday. No deliveries will be accepted on Saturday, Sunday and New York City legal holidays.
  - c. Prior to the commencement of delivery, the Contractor must furnish a list approved by the Agency that identifies the Make, Model, Truck Number and Registration Plate Number of each truck that will transport the Material to the Sanitation Facility. Any change of trucks or additional trucks must have prior approval at least twenty-four (24) hours in advance from the Landfill Engineering Division (Telephone No. 718-983-0150).

- d. The Contractor must also furnish a list, approved by the Agency, of the water-level volume of each truck, regardless of whether the truck possesses a DOS truck permit number indicating truck volume.
- e. Existing portions of internal dirt haul roads leading to designated areas within the Landfill operations may contain exposed garbage. The Contractor is therefore advised that a portion of its travel route used in delivering this suitable excavated Material within the landfill will likely have over-exposed and/or protruding refuse.
- f. The safeguarding of the Contractor's vehicles is the sole responsibility of the Contractor and the cost of repairs of towing is deemed to be the Contractor's responsibility. The New York City Department of Sanitation, HRA, and their representatives or employees, shall be held harmless for any damages incurred to the Contractor's vehicles while on City property.
- g. The Contractor hereby warrants and agrees that each truckload of such Material shall originate only from the Site of the Project hereunder and shall not be mixed with Material from any other non-Project Site.
- h. The Contractor shall deliver the estimated quantities of clean fill, asphalt and/or concrete rubble in separate vehicles, no mixing of the Material types being permitted. However, the Department is aware that during the pavement removal or construction process, a certain quantity of clean fill will be mixed with asphalt and/or concrete rubble. As such, all vehicles delivering asphalt and/or concrete rubble will be permitted to contain a maximum of twenty (20%) percent by volume of clean fill Material.
- i. No lead will be accepted unless accompanied by a ticket-receipt slip, consecutively numbered and signed by an authorized Agency representative at the generating Site. Such pre-numbered receipts will be provided by the DOS to the Agency.
- j. All loads, upon arrival at the facility, will proceed to the resident inspector's inspection trailer. The driver shall present the ticket-receipt to the Sanitation representative who will sign, noting the date, the time of ticket receipt and the condition of acceptance, and will retain the first copy of the ticket receipt. The second copy shall be returned by the Contractor to the Agency. The third copy is the Contractor's receipt. All incoming trucks shall be directed to the landfill area as designated by the DOS representative. No Contractor's truck entering the landfill facility shall go over the Department of Sanitation scales but shall proceed directly to the resident inspector's trailer adjacent to the scales.
- k. Upon completion of delivery of all Suitable Excess Material, the Agency or its authorized representative shall notify the Department

of Sanitation's representative at (Telephone No. 718-983-0150) and return all unused ticket receipts to DOS.

1. Any Material that can be classified by City, State, or Federal Regulatory Agencies as being hazardous, toxic or otherwise dangerous (e.g. asbestos) in nature will not be accepted at any Sanitation Facility, under any conditions. Should any investigation indicate that the Contractor has willfully concealed the nature of the delivered Material, the matter will be referred to the State Department of Environmental Conservation, the Federal Environmental Protection Administration ("EPA"), the Department of Investigation ("DOI"), and the appropriate District Attorneys.

(c) Payment

No separate payment will be made for any Work associated with the requirements stated herein for the disposal of Suitable or Unsuitable Excavated Material, the cost of which is deemed included in the various applicable Contract items.

**ARTICLE 22. PRICING**

1. The Contractor shall, whenever required during the Contract, including but not limited to the time of bidding, submit cost or pricing data and formally certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a specified date. The Contractor shall be required to keep its submission of cost and pricing data current until the Contract has been completed.
2. The price of any change order or contract modification subject to the conditions of subsection 1. shall be adjusted to exclude any significant sums by which the City finds that such price was based on cost or price data furnished by the Contractor which was inaccurate, incomplete or out-of-date as of the date agreed upon between the parties.
3. Time for Certification. The Contractor shall certify that the cost or pricing data submitted is accurate, complete and current as of a mutually-determined date.
4. Refusal to Submit Data. When the Contractor refuses to submit the required data to support a price, the Contracting Officer shall not allow the price.
5. Certificate of Current Cost or Pricing Data: Form of Certificate. In those cases when cost or pricing data is required, a certificate shall be made using a certificate substantially similar to the one contained in relevant section of the Procurement Policy Board ("PPB") Rules and such certification will be retained in the Agency's Contract file.

**ARTICLE 23. REDUCTION OF FEDERAL, STATE OR CITY FUNDING**

1. The Contractor acknowledges that this Agreement is funded in whole or in part by funds secured from the Federal, State or City government, and agrees that, should such funds be reduced or discontinued by action of the Federal, State or City government, the City of New York and the Department shall have, in their sole discretion, the right to terminate this Agreement, wholly or in part, or to reduce the funding and level of services hereunder, caused by such Federal, State or City Government action, including, in the case of reduction, but not limited to, reducing or eliminating programs, services or

service components, reducing or eliminating contract-reimbursable staff or staff-hours, and making corresponding reductions in the budget and in the total amount payable under the Agreement.

2. In the case of termination, any such termination shall take effect immediately upon written notice thereof to the Contractor. In the case of reduction, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than thirty (30) Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised, and afford the Contractor an opportunity to make, within seven (7) Days, any suggestion(s) it may have as to which program(s) service(s), service component(s), staff or staff hours might be reduced or eliminated, *provided that* the Contractor expressly understands and agrees that the Department shall not be bound to utilize any of the Contractor's suggestions, and that the Department shall have sole and exclusive discretion to decide how to effectuate any such reductions.
3. The termination and reduction options of the Department and City, above, are independent and separate rights in addition to any other rights of termination or modification provided by this Agreement, by Law, or by relevant regulation, and supersede any and all contrary rights or actions that the Contractor may have under any provision of this Agreement.

IN WITNESS WHEREOF, the Commissioner of the Department of Social Services of the Human Resources Administration, on behalf of The City of New York, and the Contractor, have executed this Agreement in quadruplicate originals, two of which shall remain with the Commissioner, one of which shall be filed with the Comptroller of the City of New York, and one of which shall be delivered to the Contractor.

THE CITY OF NEW YORK  
DEPARTMENT OF HOMELESS SERVICES/  
DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR

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

By: \_\_\_\_\_  
Member of Firm/Corporate Officer

Title \_\_\_\_\_

Title \_\_\_\_\_  
[Corporate President/Vice President]

[If a Corporation, affix seal and add]:

(      )

(Corporate Seal)

(      )

Attest:

\_\_\_\_\_  
Corporate Secretary



**A C K N O W L E D G E M E N T S**

**Department of  
Social Services**

*State, City and County of New York, ss:*

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, known to me and known by me to be the \_\_\_\_\_ of the Department of Social Services of the Human Resources Administration of the City of New York, the person described in and who executed the foregoing instrument and acknowledged to me that s/he executed the same as \_\_\_\_\_ for the purposes therein mentioned.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds  
**Corporation**

*State, City and County of New York, ss.:*

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, and, being by me duly sworn, deposed and said that s/he resides in the City of \_\_\_\_\_, that s/he is \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that it was so affixed by order of the Board of Directors of said corporation; and that s/he signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.  
**Partnership**

*State, City and County of New York, ss.:*

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, known to me and known to me to be a member of \_\_\_\_\_, the firm described in and which executed the foregoing instrument and acknowledged to me that s/he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.  
**Individual**

*State, City and County of New York, ss. :*

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, known to me and known by me to be the person described in and who executed the foregoing instrument and acknowledged to me that s/he executed the same for the purposes therein mentioned.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**AUTHORITY**

MAYOR'S CERTIFICATE NO. OBX: \_\_\_\_\_

DATED: \_\_\_\_\_

BUDGET DIRECTOR'S CERTIFICATE NO: \_\_\_\_\_

DATED: \_\_\_\_\_

\*\*\*\*\*  
\*\*\*\*\*

**APPROPRIATION COMMISSIONER'S CERTIFICATE**

In conformity with the provisions of Section 93c-3.0 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the Work, materials and supplies required by this Contract, amounting

to: \_\_\_\_\_  
(\$ \_\_\_\_\_) dollars is chargeable to the fund of the Department of Social Services of the Human Resources Administration, entitled Code

\_\_\_\_\_.

\_\_\_\_\_  
Deputy Administrator, Office of Purchasing & Materials Management ("OPMM") HRA Department of Social Services

I hereby certify that the specifications contained herein comply with the terms and conditions of the EXPENSE BUDGET.

\_\_\_\_\_  
Agency Chief Contracting Officer / Executive Deputy Administrator

**COMPTROLLER'S CERTIFICATE**

The City of New York \_\_\_\_\_ 20\_\_\_\_\_.

Pursuant to Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above-mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same, viz:

\$ \_\_\_\_\_.

\_\_\_\_\_  
Comptroller

## M/WBE PRICE PREFERENCE RIDER

In accordance with the New York City Charter, the PPB Rules, and the terms and conditions of the Invitation for Bids (IFB), the responsive and responsible bidder whose bid meets the requirements and objectively measurable evaluation criteria set forth in the IFB, and whose bid represents the best value to the City by optimizing quality, cost, and efficiency, will be selected for the contract. In making such determination, the Agency Chief Contracting Officer (ACCO) or an ACCO-convened committee must consider the lowest responsive bid and the next lowest responsive bids within 10% of the lowest responsive bid in price, after providing all City and State Certified M/WBEs a price preference of 10% (such that bids from all City and State Certified M/WBEs will be evaluated as if the bid price were 10% lower).

**APPENDIX I**  
**SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL**  
**BENEFITS**

**Wage Rates Required**

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 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 § 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 New York State 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.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law § 220 (3-a) (a).

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).

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.



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

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 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

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

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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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$55.86**

Supplemental Benefit Rate per Hour: **\$44.48**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.00**

Supplemental Benefit Rate per Hour: **\$44.48**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.17**

Supplemental Benefit Rate per Hour: **\$44.48**

#### **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.65**

Supplemental Benefit Rate per Hour: **\$44.48**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$21.33**

Supplemental Benefit Rate per Hour: **\$44.48**

#### **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$59.17**

Supplemental Benefit Rate per Hour: **\$44.59**

Supplemental Note: For time and one half overtime - \$66.44 For double overtime - \$88.28

## 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**

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

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## **BRICKLAYER**

### **Bricklayer**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$56.32**

Supplemental Benefit Rate per Hour: **\$33.11**

### **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.

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



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

Thanksgiving Day  
Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

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## **CARPENTER - BUILDING COMMERCIAL**

### **Building Commercial**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$52.50**

Supplemental Benefit Rate per Hour: **\$46.38**

### **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**

The employer may work two (2) shifts with the first shift at the straight time wage rate starting at the established time between 7 a.m. and 9 a.m. The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight (8) hours pay for seven (7) hours of work, nine (9) hours pay for eight (8) hours of work.

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

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.

(Carpenters District Council)

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**CARPENTER - HEAVY CONSTRUCTION WORK**  
**(Construction of Engineering Structures and Building Foundations)**

**Heavy Construction Work**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.68**

Supplemental Benefit Rate per Hour: **\$51.73**

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

### **Carpenter High Rise A**

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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**

The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

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

### **Carpenter - Hod Hoist**

(Assisted by Mason Tender)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$39.56**

### **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.

(Carpenters District Council)

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## **CARPENTER - WOOD WATER STORAGE TANK**

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

**Tank Mechanic**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$34.14**  
Supplemental Benefit Rate per Hour: **\$19.00**

**Tank Helper**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$27.30**  
Supplemental Benefit Rate per Hour: **\$19.00**

**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.  
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: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$43.53**

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

Supplemental Benefit Rate per Hour: **\$28.95**

Supplemental Note: \$32.45 on Saturdays; \$35.95 on Sundays & Holidays

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$33.05**

Supplemental Benefit Rate per Hour: **\$20.95**

Supplemental Note: \$22.45 on Saturdays; \$23.95 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: 7/1/2019 - 6/30/2020

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

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.

### **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 an off shift day, (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. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

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## **CORE DRILLER**

### **Core Driller**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$40.44**

Supplemental Benefit Rate per Hour: **\$26.70**

### **Core Driller Helper**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$32.12**

Supplemental Benefit Rate per Hour: **\$26.70**



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

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.91**

Supplemental Benefit Rate per Hour: **\$26.70**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$25.70**

Supplemental Benefit Rate per Hour: **\$26.70**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$22.48**

Supplemental Benefit Rate per Hour: **\$26.70**

**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**

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. 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.

(Carpenters District Council)

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## **DERRICKPERSON AND RIGGER**

### **Derrick Person & Rigger**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.91**

Supplemental Benefit Rate per Hour: **\$54.11**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$55.53 - 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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.59**

Supplemental Benefit Rate per Hour: **\$42.37**

### **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)**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$69.22**

Supplemental Benefit Rate per Hour: **\$51.73**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.14**

Supplemental Benefit Rate per Hour: **\$51.73**

### **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.63**

Supplemental Benefit Rate per Hour: **\$51.73**

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.

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: 7/1/2019 - 6/30/2020

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

### Driver - Tractor Trailer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.84**

Supplemental Benefit Rate per Hour: **\$49.03**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$19.80; at double time rate - \$26.40

### Driver - Euclid & Turnapull Operator

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$44.40**

Supplemental Benefit Rate per Hour: **\$49.03**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$19.80; at double time rate - \$26.40

### **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 single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and be paid 117.3% of the straight time hourly wage rate.

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### **Driver Redi-Mix (Sand & Gravel)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$39.00**

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

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 be 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 Holidays

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" (Regular Day / Day Shift)

Effective Period: 7/1/2019 - 6/30/2020

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

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$56.54**

**Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$84.00**

Supplemental Benefit Rate per Hour: **\$60.07**

**Electrician "A" (Swing Shift)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$65.71**

Supplemental Benefit Rate per Hour: **\$64.36**

**Electrician "A" (Swing Shift Overtime After 7.5 hours)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$98.57**

Supplemental Benefit Rate per Hour: **\$68.51**

**Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$73.60**

Supplemental Benefit Rate per Hour: **\$70.94**

**Electrician "A" (Graveyard Shift Overtime After 7 hours)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$110.40**

Supplemental Benefit Rate per Hour: **\$75.59**

**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 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



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

Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:  
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

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 \$24.92.

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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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$23.43**

First and Second Year "M" Wage Rate Per Hour: \$24.50

First and Second Year "M" Supplemental Rate: \$21.07

## **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.50**

Supplemental Benefit Rate per Hour: **\$25.26**

First and Second Year "M" Wage Rate Per Hour: \$36.75

First and Second Year "M" Supplemental Rate: \$22.62

## **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

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

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: 7/1/2019 - 3/9/2020

Wage Rate per Hour: **\$33.40**

Supplemental Benefit Rate per Hour: **\$17.68**

Supplemental Note: \$16.06 only after 8 hours worked in a day

Effective Period: 3/10/2020 - 6/30/2020

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.

Double time the regular rate for Sunday.

**Paid Holidays**

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  
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 8:00 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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$58.44**

### Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.66**

Supplemental Benefit Rate per Hour: **\$43.52**

### Electrician - Electro Pole Maintainer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$36.61**

Supplemental Benefit Rate per Hour: **\$39.16**

### Overtime Description

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

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: 7/1/2019 - 3/16/2020

Wage Rate per Hour: **\$66.95**

Supplemental Benefit Rate per Hour: **\$36.65**

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate per Hour: **\$69.56**

Supplemental Benefit Rate per Hour: **\$37.47**

### 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.

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

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

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: 7/1/2019 - 3/16/2020

Wage Rate per Hour: **\$52.44**

Supplemental Benefit Rate per Hour: **\$36.55**

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate per Hour: **\$54.56**

Supplemental Benefit Rate per Hour: **\$37.37**

### **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.

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

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

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$70.71**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$113.14**

### 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 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.

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$68.58**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$109.73**

### **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$65.00**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$104.00**

### **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$68.25**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$109.20**

### **Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$90.00**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$144.00**

### **Engineer - Heavy Construction Maintenance Engineer III**



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

On Generators, Light Towers

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$44.64**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$71.42**

**Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$45.83**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$73.33**

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$65.31**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$104.50**

**Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$61.05**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$97.68**

**Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.18**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$73.89**

**Overtime Description**

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

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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$48.26**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

## **Engineer - Building Work Oilers I**

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

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: 7/1/2019 - 6/30/2020

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, Guniting Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2019 - 6/30/2020

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.

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**

Off Shift: double time the regular hourly rate.

(Local #15)

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## ENGINEER - CITY SURVEYOR AND CONSULTANT

### Party Chief

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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**

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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$74.18**

Supplemental Benefit Rate per Hour: **\$36.51**

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

### **Field Engineer - HC Instrument Person**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.47**

Supplemental Benefit Rate per Hour: **\$36.51**

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

### **Field Engineer - HC Rodperson**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$45.70**

Supplemental Benefit Rate per Hour: **\$36.51**

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

### **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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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.

### **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)



## **ENGINEER - OPERATING**

### **Operating Engineer - Road & Heavy Construction I**

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$81.17**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$129.87**

### **Operating Engineer - Road & Heavy Construction II**

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$84.01**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$134.42**

### **Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$86.69**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$138.70**

### **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$84.62**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$135.39**

### **Operating Engineer - Road & Heavy Construction V**

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

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

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$82.96**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: **\$132.74**

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$78.85**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: **\$126.16**

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$63.81**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: **\$102.10**

**Operating Engineer - Road & Heavy Construction VIII**

Utility Compressors

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$49.67**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: **\$62.44**

**Operating Engineer - Road & Heavy Construction IX**

Horizontal Boring Rig

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$75.02**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: **\$120.03**

**Operating Engineer - Road & Heavy Construction X**

Elevators (manually operated as personnel hoist).

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

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$69.01**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: **\$110.42**

**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: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$53.74**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: **\$85.98**

**Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$79.68**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: **\$127.49**

**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$77.19**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: **\$123.50**

**Operating Engineer - Road & Heavy Construction XIV**

Concrete Mixer

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$73.82**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: **\$118.11**

**Operating Engineer - Road & Heavy Construction XV**

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

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.99**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: **\$79.98**

### **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$70.53**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: **\$112.85**

### **Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$71.06**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: **\$113.70**

### **Operating Engineer - Road & Heavy Construction XVIII**

Tower Crane

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$101.71**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: **\$162.74**

### **Operating Engineer - Paving I**

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$78.85**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

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

Shift Wage Rate: **\$126.16**

**Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$76.83**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$122.93**

**Operating Engineer - Paving III**

Asphalt Plants

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$65.08**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$104.13**

**Operating Engineer - Concrete I**

Cranes

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$84.25**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

**Operating Engineer - Concrete II**

Compressors

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.37**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$67.45**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

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

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$87.14**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$139.42**

**Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$83.75**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$134.00**

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.95**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$79.92**

**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$47.58**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$76.13**

**Operating Engineer - Building Work I**

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$69.51**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

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

**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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$83.68**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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



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

Effective Period: 7/1/2019 - 6/30/2020

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

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

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)

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

## Floor Coverer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$45.98**

## **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

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

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**

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.

There must be a first shift to work the second shift.

(Carpenters District Council)

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## **GLAZIER**

(New Construction, Remodeling, and Alteration)

## Glazier

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.05**

Supplemental Benefit Rate per Hour: **\$43.39**

Supplemental Note: Supplemental Benefit Overtime Rate: \$65.10

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

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, whenever performed, where the total cumulative contract value is under \$141,750)

### 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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$25.64**

Supplemental Benefit Rate per Hour: **\$22.29**

## 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).

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

Time and one half the regular hourly rate after 40 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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$36.50**

Supplemental Benefit Rate per Hour: **\$16.45**

### **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 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

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

(Local #78 and Local #12A)

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## HEAT AND FROST INSULATOR

### Heat & Frost Insulator

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$61.46**

Supplemental Benefit Rate per Hour: **\$40.46**

### 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

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.

(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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$37.18**

Supplemental Benefit Rate per Hour: **\$29.77**

### House Wrecker - Tier B

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$26.41**

Supplemental Benefit Rate per Hour: **\$22.18**

### **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**

None

(Mason Tenders District Council)

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## IRON WORKER - ORNAMENTAL

### Iron Worker - Ornamental

Effective Period: 7/1/2019 - 6/30/2020

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

Wage Rate per Hour: **\$45.15**

Supplemental Benefit Rate per Hour: **\$55.62**

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

### Paid Holidays

None

### Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

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## IRON WORKER - STRUCTURAL

### Iron Worker - Structural

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$51.05**

Supplemental Benefit Rate per Hour: **\$76.89**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### Overtime Description



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

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.

### 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.

### 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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.65**

Supplemental Benefit Rate per Hour: **\$44.48**

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).

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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## LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of 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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$31.75**

Supplemental Benefit Rate per Hour: **\$16.05**

### Landscaper (Year 3 - 5)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$30.72**

Supplemental Benefit Rate per Hour: **\$16.05**

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

**Landscaper (up to 3 years)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.14**

Supplemental Benefit Rate per Hour: **\$16.05**

**Groundperson**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.14**

Supplemental Benefit Rate per Hour: **\$16.05**

**Tree Remover / Pruner**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$36.92**

Supplemental Benefit Rate per Hour: **\$16.05**

**Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$26.59**

Supplemental Benefit Rate per Hour: **\$16.05**

**Watering - Plant Maintainer**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$21.40**

Supplemental Benefit Rate per Hour: **\$16.05**

**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**

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

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.44**

Supplemental Benefit Rate per Hour: **\$40.77**

### **Marble Finisher**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.86**

Supplemental Benefit Rate per Hour: **\$38.22**

### **Marble Polisher**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$39.81**

Supplemental Benefit Rate per Hour: **\$30.35**

### **Marble Maintenance Finisher**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$24.31**

Supplemental Benefit Rate per Hour: **\$13.34**

## **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

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

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: 7/1/2019 - 6/30/2020

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.

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

(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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$36.44**

Supplemental Benefit Rate per Hour: **\$24.50**

### **Mason Tender Tier B**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$25.63**

Supplemental Benefit Rate per Hour: **\$18.82**

### **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.23**

Supplemental Benefit Rate per Hour: **\$46.67**

Supplemental Note: Overtime Supplemental Benefit rate - \$57.92

### 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).

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

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

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## MILLWRIGHT

### Millwright

Effective Period: 7/1/2019 - 6/30/2020



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

Wage Rate per Hour: **\$54.20**

Supplemental Benefit Rate per Hour: **\$53.81**

### **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

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**

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. 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%) per cent for weekday hours.

(Local #740)

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## **MOSAIC MECHANIC**

### **Mosaic Mechanic - Mosaic & Terrazzo Mechanic**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.91**

Supplemental Benefit Rate per Hour: **\$43.24**

### **Mosaic Mechanic - Mosaic & Terrazzo Finisher**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$48.31**

Supplemental Benefit Rate per Hour: **\$43.24**

**Mosaic Mechanic - Machine Operator Grinder**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$48.31**

Supplemental Benefit Rate per Hour: **\$43.24**

**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

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: 7/1/2019 - 6/30/2020

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

Supplemental Benefit Rate per Hour: **\$32.49**

Supplemental Note: \$ 37.75 on overtime

**Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.00**

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

Supplemental Benefit Rate per Hour: **\$32.49**

Supplemental Note: \$ 37.75 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

(District Council of Painters #9)

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## PAINTER - LINE STRIPING (ROADWAY)

### Striping - Machine Operator

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

### Lineperson (Thermoplastic)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

### Overtime Description

For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the weekday before and the weekday after the holiday.

### 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.  
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  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.  
Friday may be used as a make-up 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. Vacation must be taken during winter months.

(Local #1010)

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**PAINTER - METAL POLISHER**

**METAL POLISHER**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$30.58**  
Supplemental Benefit Rate per Hour: **\$7.16**

**METAL POLISHER - NEW CONSTRUCTION**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$31.53**  
Supplemental Benefit Rate per Hour: **\$7.16**

**METAL POLISHER - SCAFFOLD OVER 34 FEET**

Effective Period: 7/1/2019 - 6/30/2020

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

Wage Rate per Hour: **\$34.08**

Supplemental Benefit Rate per Hour: **\$7.16**

### **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.

### **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

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**

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

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## **PAINTER - SIGN**

### **Sign Painter**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$41.98**

Supplemental Benefit Rate per Hour: **\$20.10**

### **Assistant Sign Painter**

Effective Period: 7/1/2019 - 6/30/2020

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

Wage Rate per Hour: **\$35.67**

Supplemental Benefit Rate per Hour: **\$18.47**

**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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.50**

Supplemental Benefit Rate per Hour: **\$41.83**

**Painter - Power Tool**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$55.50**

Supplemental Benefit Rate per Hour: **\$41.83**

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.

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

## 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

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

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# PAPERHANGER

## Paperhanger

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$45.40**

Supplemental Benefit Rate per Hour: **\$34.74**

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



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

## **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.85**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

### **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.98**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

### **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$47.45**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

### **Production Paver & Roadbuilder - Raker**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.85**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

## **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.98**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

## **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.

## **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.

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

(Local #1010)

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## PLASTERER

### Plasterer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$45.93**

Supplemental Benefit Rate per Hour: **\$26.52**

### 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

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 per cent (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

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

Effective Period: 7/1/2019 - 6/30/2020

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

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$69.00**

Supplemental Benefit Rate per Hour: **\$37.20**

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.

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$55.28**

Supplemental Benefit Rate per Hour: **\$29.68**

### **Overtime Description**

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

### **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

Day after Thanksgiving

Christmas Day

### **Shift Rates**

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.05**

Supplemental Benefit Rate per Hour: **\$17.71**

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

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$47.89**

Supplemental Benefit Rate per Hour: **\$26.74**

### 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

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

## **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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$67.45**

Supplemental Benefit Rate per Hour: **\$25.26**

### **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



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

(Plumbers Local #1)

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**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,  
STEAMBLASTER  
(Exterior Building Renovation)**

**Journey person**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$53.42**

Supplemental Benefit Rate per Hour: **\$26.52**

**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.

**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 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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**ROOFER**

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

**Roofer**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.50**

Supplemental Benefit Rate per Hour: **\$33.81**

**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

**Shift Rates**

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

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**SHEET METAL WORKER**

**Sheet Metal Worker**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.15**

Supplemental Benefit Rate per Hour: **\$50.55**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$40.12**

Supplemental Benefit Rate per Hour: **\$50.55**

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

**Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$16.08**

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

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**

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

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.30**

Supplemental Benefit Rate per Hour: **\$25.95**

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

Veteran's Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

(Local #28)

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## **SHIPYARD WORKER**

### **Shipyard Mechanic - First Class**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.50**

Supplemental Benefit Rate per Hour: **\$3.95**

### **Shipyard Mechanic - Second Class**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$19.07**

Supplemental Benefit Rate per Hour: **\$3.59**

### **Shipyard Laborer - First Class**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$23.40**

Supplemental Benefit Rate per Hour: **\$3.75**

### **Shipyard Laborer - Second Class**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$17.38**

Supplemental Benefit Rate per Hour: **\$3.52**

### **Shipyard Dockhand - First Class**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$21.57**

Supplemental Benefit Rate per Hour: **\$3.68**

### **Shipyard Dockhand - Second Class**

Effective Period: 7/1/2019 - 6/30/2020

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 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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.35**

Supplemental Benefit Rate per Hour: **\$54.63**

### **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

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 I**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$57.50**

Supplemental Benefit Rate per Hour: **\$57.29**

Supplemental Note: Overtime supplemental benefit rate: \$113.84

### **Steamfitter -Temporary Services**

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

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.70**

Supplemental Benefit Rate per Hour: **\$46.54**

## Overtime

Double time the regular rate after a 7 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

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

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## Steamfitter II

For heating, ventilation, air conditioning and mechanical public work contracts with a dollar value not to exceed \$30,000,000 and for fire protection/sprinkler public work contracts not to exceed \$3,000,000.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$57.50**

Supplemental Benefit Rate per Hour: **\$57.29**

Supplemental Note: Overtime supplemental benefit rate: \$113.84

## Steamfitter -Temporary Services



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

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.70**

Supplemental Benefit Rate per Hour: **\$46.54**

### **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**

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. 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**

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

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$42.35**  
Supplemental Benefit Rate per Hour: **\$17.46**

**Refrigeration and Air Conditioner Service Person V**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$34.80**  
Supplemental Benefit Rate per Hour: **\$15.59**

**Refrigeration and Air Conditioner Service Person IV**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$28.83**  
Supplemental Benefit Rate per Hour: **\$14.05**

**Refrigeration and Air Conditioner Service Person III**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$24.74**  
Supplemental Benefit Rate per Hour: **\$12.91**

**Refrigeration and Air Conditioner Service Person II**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$20.51**  
Supplemental Benefit Rate per Hour: **\$11.83**

**Refrigeration and Air Conditioner Service Person I**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$15.01**  
Supplemental Benefit Rate per Hour: **\$10.60**

**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  
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

## 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 #638B)

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## STONE MASON - SETTER

### Stone Mason - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.17**

Supplemental Benefit Rate per Hour: **\$42.65**

### 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

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

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.

(Bricklayers District Council)

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## **TAPER**

### **Drywall Taper**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$47.82**

Supplemental Benefit Rate per Hour: **\$26.81**

### **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.

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

(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.)

### **Telecommunication Worker**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$44.75**

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

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

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.

(C.W.A.)

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## TILE FINISHER

### Tile Finisher

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.72**

Supplemental Benefit Rate per Hour: **\$33.57**

### 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

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

Off shift work day (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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.84**

Supplemental Benefit Rate per Hour: **\$38.32**

### 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 day (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



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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.05**

Supplemental Benefit Rate per Hour: **\$51.03**

### **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.

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

Time and one half the regular hourly rate after 40 hours in any work week.

### **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.

(Local #1536)

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## **TUNNEL WORKER**

### **Blasters, Mucking Machine Operators (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$65.42**

Supplemental Benefit Rate per Hour: **\$56.42**

### **Tunnel Workers (Compressed Air Rates)**

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2019 - 6/30/2020

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

Wage Rate per Hour: **\$63.21**  
Supplemental Benefit Rate per Hour: **\$54.60**

**Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$62.02**  
Supplemental Benefit Rate per Hour: **\$53.57**

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$60.84**  
Supplemental Benefit Rate per Hour: **\$52.63**

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$60.84**  
Supplemental Benefit Rate per Hour: **\$52.63**

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$53.40**  
Supplemental Benefit Rate per Hour: **\$49.60**

**Blasters (Free Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$62.41**  
Supplemental Benefit Rate per Hour: **\$54.17**

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$59.72**  
Supplemental Benefit Rate per Hour: **\$51.89**

**All Others (Free Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$55.18**  
Supplemental Benefit Rate per Hour: **\$48.03**

**Microtunneling (Free Air Rates)**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$41.51

### 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

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$31.56

Supplemental Benefit Rate per Hour: \$1.93

### Utility Locator (Year 5 - 6)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$22.85

Supplemental Benefit Rate per Hour: \$1.93

### Utility Locator (Year 4)

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

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$21.54**  
Supplemental Benefit Rate per Hour: \$1.93

**Utility Locator (Year 3)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$20.30**  
Supplemental Benefit Rate per Hour: \$1.93

**Utility Locator (Year 2)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$19.13**  
Supplemental Benefit Rate per Hour: \$1.93

**Utility Locator (Year 1)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$18.04**  
Supplemental Benefit Rate per Hour: \$1.93

**Utility Locator (Up to 1 year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$17.00**  
Supplemental Benefit Rate per Hour: \$1.93  
Supplemental Note: No benefits for the first 90 days of employment.

**Overtime**

Time and one half the regular rate for work on the following Paid Holiday(s).  
Time and one half the regular hourly rate after 40 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

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

**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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**WELDER**

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE  
PERFORMING THE WORK.**

**OFFICE OF THE COMPTROLLER**

**CITY OF NEW YORK**

**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 and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

## ADDENDUM

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### List of Amended Classifications

1. BOILERMAKER
2. CARPENTER
3. ELECTRICIAN
4. FLOOR COVERER
5. HOUSE WRECKER
6. IRON WORKER – STRUCTURAL
7. MASON TENDER
8. PAINTER - METAL POLISHER
9. PLASTERER – TENDER
10. PLUMBER
11. POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
12. SHEET METAL WORKER
13. SIGN ERECTOR

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

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## **BOILERMAKER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

### **Boilermaker (First Year)**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$31.76

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$32.44

### **Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$33.59

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$34.32

### **Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$35.43

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$36.21

### **Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$37.25

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$38.07

### **Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate Per Hour: 85% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$39.08

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

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 85% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$39.97

**Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$40.93

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$41.86

**Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$42.75

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$43.73

(Local #5)

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**BRICKLAYER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Bricklayer (First 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$20.61

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

**Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$20.61

(Bricklayer District Council)

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**CARPENTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Carpenter (First Year)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44  
Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour For Building Apprentice: \$19.00  
Supplemental Benefit Rate Per Hour For Building Apprentice: \$15.35

Wage Rate Per Hour For Heavy Apprentice: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

**Carpenter (Second Year)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44  
Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

Effective Period: 1/13/2020 - 6/30/2020

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

Wage Rate Per Hour For Building Apprentice: \$22.00  
Supplemental Benefit Rate Per Hour For Building Apprentice: \$16.85

Wage Rate Per Hour For Heavy Apprentice: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

**Carpenter (Third Year)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44  
Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour For Building Apprentice: \$26.25  
Supplemental Benefit Rate Per Hour For Building Apprentice: \$20.45

Wage Rate Per Hour For Heavy Apprentice: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

**Carpenter (Fourth Year)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44  
Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour For Building Apprentice: \$34.13  
Supplemental Benefit Rate Per Hour For Building Apprentice: \$22.45

Wage Rate Per Hour For Heavy Apprentice: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

(Carpenters District Council)

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**CARPENTER - HIGH RISE CONCRETE FORMS**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)**

**Carpenter - High Rise (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$17.52  
Supplemental Benefit Rate per Hour: \$16.30

**Carpenter - High Rise (Second Year)**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$23.95**

Supplemental Benefit Rate per Hour: **\$16.43**

**Carpenter - High Rise (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$30.53**

Supplemental Benefit Rate per Hour: **\$16.56**

**Carpenter - High Rise (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$38.15**

Supplemental Benefit Rate per Hour: **\$16.71**

(Carpenters District Council)

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**CEMENT MASON**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cement Mason (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Cement Mason (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Cement Mason (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

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## **CEMENT AND CONCRETE WORKER** (Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Cement & Concrete Worker (First 1333 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.00

### **Cement & Concrete Worker (Second 1333 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$25.45

### **Cement & Concrete Worker (Last 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$26.95

### **Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 53% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.04

### **Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 69% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$18.97

### **Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 85% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.05

(Cement Concrete Workers District Council)

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## **DERRICKPERSON & RIGGER (STONE)** (Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

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

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Second Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Second Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

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**DOCKBUILDER/PILE DRIVER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$34.12

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$34.12

**Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

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

Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$34.12

**Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$34.12

(Carpenters District Council)

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**ELECTRICIAN**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Electrician (First Term: 0-6 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$15.75**  
Supplemental Benefit Rate per Hour: **\$14.03**  
Overtime Supplemental Rate Per Hour: **\$15.07**

Effective Period: 1/13/2020 - 4/8/2020  
Wage Rate per Hour: **\$15.75**  
Supplemental Benefit Rate per Hour: **\$13.99**  
Overtime Supplemental Rate Per Hour: **\$15.04**

Effective Period: 4/9/2020 - 6/30/2020  
Wage Rate per Hour: **\$16.50**  
Supplemental Benefit Rate per Hour: **\$14.54**  
Overtime Supplemental Rate Per Hour: **\$15.63**

**Electrician (First Term: 7-12 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$16.25**  
Supplemental Benefit Rate per Hour: **\$14.28**  
Overtime Supplemental Rate Per Hour: **\$15.36**

Effective Period: 1/13/2020 - 4/8/2020  
Wage Rate per Hour: **\$16.25**  
Supplemental Benefit Rate per Hour: **\$14.25**  
Overtime Supplemental Rate Per Hour: **\$15.32**

Effective Period: 4/9/2020 - 6/30/2020



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

Wage Rate per Hour: **\$17.00**  
Supplemental Benefit Rate per Hour: **\$14.80**  
Overtime Supplemental Rate Per Hour: **\$15.93**

**Electrician (Second Term: 0-6 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$17.25**  
Supplemental Benefit Rate per Hour: **\$14.79**  
Overtime Supplemental Rate Per Hour: **\$15.94**

Effective Period: 1/13/2020 - 4/8/2020  
Wage Rate per Hour: **\$17.25**  
Supplemental Benefit Rate per Hour: **\$14.75**  
Overtime Supplemental Rate Per Hour: **\$15.90**

Effective Period: 4/9/2020 - 6/30/2020  
Wage Rate per Hour: **\$18.00**  
Supplemental Benefit Rate per Hour: **\$15.31**  
Overtime Supplemental Rate Per Hour: **\$16.51**

**Electrician (Second Term: 7-12 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$18.25**  
Supplemental Benefit Rate per Hour: **\$15.30**  
Overtime Supplemental Rate Per Hour: **\$16.51**

Effective Period: 1/13/2020 - 4/8/2020  
Wage Rate per Hour: **\$18.25**  
Supplemental Benefit Rate per Hour: **\$15.26**  
Overtime Supplemental Rate Per Hour: **\$16.47**

Effective Period: 4/9/2020 - 6/30/2020  
Wage Rate per Hour: **\$19.00**  
Supplemental Benefit Rate per Hour: **\$15.83**  
Overtime Supplemental Rate Per Hour: **\$17.09**

**Electrician (Third Term: 0-6 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$19.25**  
Supplemental Benefit Rate per Hour: **\$15.81**  
Overtime Supplemental Rate Per Hour: **\$17.09**

Effective Period: 1/13/2020 - 4/8/2020  
Wage Rate per Hour: **\$19.25**  
Supplemental Benefit Rate per Hour: **\$15.77**  
Overtime Supplemental Rate Per Hour: **\$17.05**

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

Effective Period: 4/9/2020 - 6/30/2020  
Wage Rate per Hour: **\$20.00**  
Supplemental Benefit Rate per Hour: **\$16.35**  
Overtime Supplemental Rate Per Hour: **\$17.68**

**Electrician (Third Term: 7-12 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$20.25**  
Supplemental Benefit Rate per Hour: **\$16.32**  
Overtime Supplemental Rate Per Hour: **\$17.67**

Effective Period: 1/13/2020 - 4/8/2020  
Wage Rate per Hour: **\$20.25**  
Supplemental Benefit Rate per Hour: **\$16.28**  
Overtime Supplemental Rate Per Hour: **\$17.62**

Effective Period: 4/9/2020 - 6/30/2020  
Wage Rate per Hour: **\$21.00**  
Supplemental Benefit Rate per Hour: **\$16.87**  
Overtime Supplemental Rate Per Hour: **\$18.26**

**Electrician (Fourth Term: 0-6 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$21.25**  
Supplemental Benefit Rate per Hour: **\$16.83**  
Overtime Supplemental Rate Per Hour: **\$18.24**

Effective Period: 1/13/2020 - 4/8/2020  
Wage Rate per Hour: **\$21.25**  
Supplemental Benefit Rate per Hour: **\$16.78**  
Overtime Supplemental Rate Per Hour: **\$18.19**

Effective Period: 4/9/2020 - 6/30/2020  
Wage Rate per Hour: **\$22.00**  
Supplemental Benefit Rate per Hour: **\$17.38**  
Overtime Supplemental Rate Per Hour: **\$18.84**

**Electrician (Fourth Term: 7-12 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$23.25**  
Supplemental Benefit Rate per Hour: **\$17.85**  
Overtime Supplemental Rate Per Hour: **\$19.39**

Effective Period: 1/13/2020 - 4/8/2020  
Wage Rate per Hour: **\$23.25**  
Supplemental Benefit Rate per Hour: **\$17.80**  
Overtime Supplemental Rate Per Hour: **\$19.34**

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

Effective Period: 4/9/2020 - 6/30/2020  
Wage Rate per Hour: **\$24.00**  
Supplemental Benefit Rate per Hour: **\$18.42**  
Overtime Supplemental Rate Per Hour: **\$20.01**

**Electrician (Fifth Term: 0-12 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$24.50**  
Supplemental Benefit Rate per Hour: **\$21.07**  
Overtime Supplemental Rate Per Hour: **\$22.62**

Effective Period: 1/13/2020 - 4/8/2020  
Wage Rate per Hour: **\$24.50**  
Supplemental Benefit Rate per Hour: **\$21.02**  
Overtime Supplemental Rate Per Hour: **\$22.57**

Effective Period: 4/9/2020 - 6/30/2020  
Wage Rate per Hour: **\$26.00**  
Supplemental Benefit Rate per Hour: **\$22.06**  
Overtime Supplemental Rate Per Hour: **\$23.70**

**Electrician (Fifth Term: 13-18 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$29.00**  
Supplemental Benefit Rate per Hour: **\$23.43**  
Overtime Supplemental Rate Per Hour: **\$25.26**

Effective Period: 1/13/2020 - 4/8/2020  
Wage Rate per Hour: **\$29.00**  
Supplemental Benefit Rate per Hour: **\$23.36**  
Overtime Supplemental Rate Per Hour: **\$25.20**

Effective Period: 4/9/2020 - 6/30/2020  
Wage Rate per Hour: **\$30.50**  
Supplemental Benefit Rate per Hour: **\$24.45**  
Overtime Supplemental Rate Per Hour: **\$26.38**

**Overtime Description**

Overtime Wage paid at time and one half the regular rate

(Local #3)

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## **ELEVATOR CONSTRUCTOR** **(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**

### **Elevator (Constructor) - First Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.52

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.14

### **Elevator (Constructor) - Second Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.03

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.67

### **Elevator (Constructor) - Third Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.06

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.74

### **Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.08

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.80

(Local #1)

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## **ELEVATOR REPAIR & MAINTENANCE** **(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**

### **Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Per Hour: \$31.47

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Per Hour: \$32.09

### **Elevator Service/Modernization Mechanic (Second Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Benefit Per Hour: \$31.98

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Benefit Per Hour: \$32.62

### **Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Per Hour: \$32.99

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Per Hour: \$33.67

### **Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Per Hour: \$34.01

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Per Hour: \$34.73

(Local #1)

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## **ENGINEER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)**

### **Engineer - First Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$25.38**

Supplemental Benefit Rate per Hour: **\$26.69**

### **Engineer - Second Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$31.72**

Supplemental Benefit Rate per Hour: **\$26.69**

### **Engineer - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$34.89**

Supplemental Benefit Rate per Hour: **\$26.69**

### **Engineer - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$38.06**

Supplemental Benefit Rate per Hour: **\$26.69**

(Local #15)

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## **ENGINEER - OPERATING**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)**

### **Operating Engineer - First Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour 40% of Journeyman's Rate

Supplemental Benefit Per Hour: **\$22.45**

### **Operating Engineer - Second Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyman's Rate

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

Supplemental Benefit Per Hour: \$22.45

**Operating Engineer - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 60% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$22.45

(Local #14)

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**FLOOR COVERER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Floor Coverer (First Year)**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.24

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: \$24.00

Supplemental Benefit Rate per Hour: \$15.35

**Floor Coverer (Second Year)**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.24

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$16.85

**Floor Coverer (Third Year)**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.24

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: \$31.25

Supplemental Benefit Rate per Hour: \$20.45

**Floor Coverer (Fourth Year)**

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

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.24

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: \$39.13  
Supplemental Benefit Rate per Hour: \$22.45

(Carpenters District Council)

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**GLAZIER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Glazier (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Glazier (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Glazier (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Glazier (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1281)

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**HAZARDOUS MATERIAL HANDLER**  
(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)



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

**Handler (First 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 78% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$14.25

**Handler (Second 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$14.25

**Handler (Third 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 83% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$14.25

**Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 89% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$14.25

(Local #78)

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**HEAT & FROST INSULATOR**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 35% of Journeyperson's rate

**Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

**Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

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

**Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

(Local #12)

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**HOUSE WRECKER  
(TOTAL DEMOLITION)  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

**House Wrecker - First Year**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate per Hour: **\$21.17**

Supplemental Benefit Rate per Hour: **\$19.09**

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: **\$20.20**

Supplemental Benefit Rate per Hour: **\$9.67**

**House Wrecker - Second Year**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate per Hour: **\$22.32**

Supplemental Benefit Rate per Hour: **\$19.09**

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: **\$22.15**

Supplemental Benefit Rate per Hour: **\$9.67**

**House Wrecker - Third Year**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate per Hour: **\$23.97**

Supplemental Benefit Rate per Hour: **\$19.09**

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: **\$23.65**

Supplemental Benefit Rate per Hour: **\$9.67**

**House Wrecker - Fourth Year**

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

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$26.53**  
Supplemental Benefit Rate per Hour: **\$19.09**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$26.15**  
Supplemental Benefit Rate per Hour: **\$9.67**

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Iron Worker (Ornamental) - 1st Ten Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: **\$40.20**

**Iron Worker (Ornamental) - 11 -16 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: **\$41.44**

**Iron Worker (Ornamental) - 17 - 22 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: **\$42.68**

**Iron Worker (Ornamental) - 23 - 28 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: **\$45.17**

**Iron Worker (Ornamental) - 29 - 36 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: **\$47.65**

(Local #580)

**IRON WORKER - STRUCTURAL**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Iron Worker (Structural) - 1st Six Months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$26.62**  
Supplemental Benefit Rate per Hour: **\$53.09**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$27.07**  
Supplemental Benefit Rate per Hour: **\$54.87**

**Iron Worker (Structural) - 7- 18 Months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$27.22**  
Supplemental Benefit Rate per Hour: **\$53.09**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$27.67**  
Supplemental Benefit Rate per Hour: **\$54.87**

**Iron Worker (Structural) - 19 - 36 months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$27.83**  
Supplemental Benefit Rate per Hour: **\$53.09**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$28.28**  
Supplemental Benefit Rate per Hour: **\$54.87**

(Local #40 and #361)

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**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE  
LAYER & COMMON)**  
(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

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

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$44.48

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$44.48

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$44.48

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Rate Per Hour: \$44.48

(Local #731)

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**MARBLE MECHANICS**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Cutters & Setters - Second 750 Hours**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

**Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

**Cutters & Setters - Seventh 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

**Cutters & Setters - Eighth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Cutters & Setters - Ninth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Cutters & Setters - Tenth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

**Polishers & Finishers - First 900 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

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

**Polishers & Finishers - Second 900 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

**Polishers & Finishers - Third 900 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

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**MASON TENDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Mason Tender - First Year**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate per Hour: **\$21.39**

Supplemental Benefit Rate per Hour: **\$19.90**

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: **\$20.20**

Supplemental Benefit Rate per Hour: **\$9.67**

**Mason Tender - Second Year**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate per Hour: **\$22.54**

Supplemental Benefit Rate per Hour: **\$19.90**

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: **\$22.15**

Supplemental Benefit Rate per Hour: **\$9.67**

**Mason Tender - Third Year**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate per Hour: **\$24.29**

Supplemental Benefit Rate per Hour: **\$19.90**

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: **\$23.65**

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

Supplemental Benefit Rate per Hour: **\$9.67**

**Mason Tender - Fourth Year**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate per Hour: **\$26.95**

Supplemental Benefit Rate per Hour: **\$19.90**

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: **\$26.15**

Supplemental Benefit Rate per Hour: **\$9.67**

(Local #79)

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**METALLIC LATHER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Metallic Lather (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$23.04**

Supplemental Benefit Rate per Hour: **\$20.00**

**Metallic Lather (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.38**

Supplemental Benefit Rate per Hour: **\$20.66**

**Metallic Lather (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$34.68**

Supplemental Benefit Rate per Hour: **\$21.32**

**Metallic Lather (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$37.18**

Supplemental Benefit Rate per Hour: **\$21.82**

(Local #46)



## **MILLWRIGHT**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

### **Millwright (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$29.16**

Supplemental Benefit Rate per Hour: **\$34.66**

### **Millwright (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$34.46**

Supplemental Benefit Rate per Hour: **\$38.31**

### **Millwright (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$39.76**

Supplemental Benefit Rate per Hour: **\$42.61**

### **Millwright (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.36**

Supplemental Benefit Rate per Hour: **\$49.27**

(Local #740)

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## **PAINTER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

### **Painter - Brush & Roller - First Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$17.20**

Supplemental Benefit Rate per Hour: **\$15.05**

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

**Painter - Brush & Roller - Second Year**

Effective Period: 7/1/2019 - 6/30/2020

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

Supplemental Benefit Rate per Hour: **\$19.39**

**Painter - Brush & Roller - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$25.80**

Supplemental Benefit Rate per Hour: **\$22.79**

**Painter - Brush & Roller - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$34.40**

Supplemental Benefit Rate per Hour: **\$29.16**

(District Council of Painters)

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**PAINTER - METAL POLISHER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Metal Polisher (First Year)**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate per Hour: **\$13.00**

Supplemental Benefit Rate per Hour: **\$5.13**

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: **\$16.00**

Supplemental Benefit Rate per Hour: **\$6.06**

**Metal Polisher (Second Year)**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate per Hour: **\$13.00**

Supplemental Benefit Rate per Hour: **\$5.13**

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$6.06**

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

**Metal Polisher (Third Year)**

Effective Period: 7/1/2019 - 1/12/2020

Wage Rate per Hour: **\$15.75**

Supplemental Benefit Rate per Hour: **\$5.13**

Effective Period: 1/13/2020 - 6/30/2020

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$6.06**

(Local 8A-28)

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**PAINTER - STRUCTURAL STEEL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Painters - Structural Steel (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

**Painters - Structural Steel (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Painters - Structural Steel (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

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**PAVER AND ROADBUILDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Paver and Roadbuilder - First Year (Minimum 1000 hours)**

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

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$28.86**  
Supplemental Benefit Rate per Hour: **\$21.40**

**Paver and Roadbuilder - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$30.50**  
Supplemental Benefit Rate per Hour: **\$21.40**

(Local #1010)

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**PLASTERER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Plasterer - First Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: **\$13.88**

**Plasterer - First Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: **\$14.36**

**Plasterer - Second Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: **\$16.44**

**Plasterer - Second Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: **\$17.53**

**Plasterer - Third Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: **\$19.72**

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

**Plasterer - Third Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$20.81

(Local #530)

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**PLASTERER - TENDER**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Plasterer Tender - First Year**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$21.39**  
Supplemental Benefit Rate per Hour: **\$19.90**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$20.20**  
Supplemental Benefit Rate per Hour: **\$9.67**

**Plasterer Tender - Second Year**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$22.54**  
Supplemental Benefit Rate per Hour: **\$19.90**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$22.15**  
Supplemental Benefit Rate per Hour: **\$9.67**

**Plasterer Tender - Third Year**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$24.29**  
Supplemental Benefit Rate per Hour: **\$19.90**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$23.65**  
Supplemental Benefit Rate per Hour: **\$9.67**

**Plasterer Tender - Fourth Year**

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

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$26.95**  
Supplemental Benefit Rate per Hour: **\$19.90**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$26.15**  
Supplemental Benefit Rate per Hour: **\$9.67**

(Local #79)

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## **PLUMBER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Plumber - First Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$16.28**  
Supplemental Benefit Rate per Hour: **\$5.43**

### **Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$19.28**  
Supplemental Benefit Rate per Hour: **\$6.43**

### **Plumber - Second Year**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$27.23**  
Supplemental Benefit Rate per Hour: **\$19.80**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$27.91**  
Supplemental Benefit Rate per Hour: **\$20.13**

### **Plumber - Third Year**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$29.33**  
Supplemental Benefit Rate per Hour: **\$19.80**

Effective Period: 1/13/2020 - 6/30/2020

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

Wage Rate per Hour: **\$30.01**  
Supplemental Benefit Rate per Hour: **\$20.13**

**Plumber - Fourth Year**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$32.18**  
Supplemental Benefit Rate per Hour: **\$19.80**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$32.86**  
Supplemental Benefit Rate per Hour: **\$20.13**

**Plumber - Fifth Year: 1st Six Months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$33.58**  
Supplemental Benefit Rate per Hour: **\$19.80**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$34.26**  
Supplemental Benefit Rate per Hour: **\$20.13**

**Plumber - Fifth Year: 2nd Six Months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$45.65**  
Supplemental Benefit Rate per Hour: **\$19.80**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$46.33**  
Supplemental Benefit Rate per Hour: **\$20.13**

(Plumbers Local #1)

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**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,  
STEAMBLASTER**

(Exterior Building Renovation)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year**

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

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$26.36**  
Supplemental Benefit Rate per Hour: **\$14.00**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$27.14**  
Supplemental Benefit Rate per Hour: **\$14.34**

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$29.42**  
Supplemental Benefit Rate per Hour: **\$18.97**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$30.50**  
Supplemental Benefit Rate per Hour: **\$19.24**

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$34.80**  
Supplemental Benefit Rate per Hour: **\$21.72**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$36.10**  
Supplemental Benefit Rate per Hour: **\$21.99**

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate per Hour: **\$41.93**  
Supplemental Benefit Rate per Hour: **\$22.72**

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate per Hour: **\$43.46**  
Supplemental Benefit Rate per Hour: **\$22.99**

(Bricklayer District Council)

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**ROOFER**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**



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

**Roofer - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$3.36

**Roofer - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.92

**Roofer - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$20.29

**Roofer - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$25.37

(Local #8)

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**SHEET METAL WORKER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Sheet Metal Worker (0-6 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 25% of Journeyperson's rate  
Supplemental Rate Per Hour: \$6.51

**Sheet Metal Worker (7-18 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Rate Per Hour: \$18.57

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Rate Per Hour: \$19.11

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

**Sheet Metal Worker (19-30 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$25.40

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$26.09

**Sheet Metal Worker (31-36 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$29.95

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.81

**Sheet Metal Worker (37-42 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$29.95

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.81

**Sheet Metal Worker (43-48 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$36.83

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$37.91

**Sheet Metal Worker (49-54 Months)**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$36.83

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$37.91

**Sheet Metal Worker (55-60 Months)**

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

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$41.42

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$42.65

(Local #28)

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## **SIGN ERECTOR** (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### **Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Rate Per Hour: \$15.75

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Rate Per Hour: \$16.13

### **Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$17.86

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$18.29

### **Sign Erector - Second Year: 1st Six Months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$19.98

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$20.47

### **Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2019 - 1/12/2020

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

Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$22.12

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$22.67

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$29.92

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.68

**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$32.56

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.38

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$35.92

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$36.84

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$38.65

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$39.62

**Sign Erector - Fifth Year**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$41.33

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

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$42.38

**Sign Erector - Sixth Year**

Effective Period: 7/1/2019 - 1/12/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$44.01

Effective Period: 1/13/2020 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$45.13

(Local #137)

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**STEAMFITTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Steamfitter - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

**Steamfitter - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

**Steamfitter - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

**Steamfitter - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

**Steamfitter - Fifth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

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

(Local #638)

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**STONE MASON - SETTER**  
(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

**Stone Mason - Setters - First 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: 50% of Journeyman's rate

**Stone Mason - Setters - Third 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: 50% of Journeyman's rate

**Stone Mason - Setters - Fourth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: 50% of Journeyman's rate

**Stone Mason - Setters - Fifth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Rate Per Hour: 50% of Journeyman's rate

**Stone Mason - Setters - Sixth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 100% of Journeyman's rate  
Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

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## **TAPER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

### **Drywall Taper - First Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

### **Drywall Taper - Second Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

### **Drywall Taper - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

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## **TILE LAYER - SETTER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

### **Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

### **Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

### **Tile Layer - Setter - Third 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

### **Tile Layer - Setter - Fourth 750 Hours**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

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**TIMBERPERSON**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Timberperson - First Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.76

**Timberperson - Second Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.76

**Timberperson - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.76

**Timberperson - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.76

(Local #1536)



**APPENDIX II**

**CONSTRUCTION EMPLOYMENT REPORT**

The City of New York  
 Department of Small Business Services  
 Division of Labor Services  
 Contract Compliance Unit  
 110 William Street  
 New York, New York 10038  
 Phone: (212) 513 – 6323  
 Fax: (212) 618-8879

**CONSTRUCTION EMPLOYMENT REPORT  
 INSTRUCTIONS**

**WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT**

A Construction Employment Report (ER) must be filed if you meet the following conditions:

CONTRACT FUNDING SOURCE	CONTRACTOR	CONTRACT VALUE	SUBMISSION REQUIREMENT
Federal/Federally assisted	Prime and subcontractors	\$10,000 or greater	Construction Employment Report
City and state funded	Prime contractor	\$1,000,000 or greater	
	Subcontractor	\$750,000 or greater	Less than \$750,000 Certificate (City/State Only)
		Less than \$750,000	

Prime Contractor:

- A general contractor or construction manager selected to perform work on a construction project funded (in whole or in part) by the federal government with a proposed contract value of \$10,000 or more.
- A general contractor or construction manager selected to perform work on a construction project funded or assisted by the City of New York with a proposed contract value of \$1,000,000 or more.

Subcontractor:

- A subcontractor selected to perform work on a construction project funded (in whole or in part) by the federal government with a proposed contract value of \$10,000 or more.
- A subcontractor selected to perform work on a construction project funded or assisted by the City of New York with a proposed contract value of \$750,000 or more.
- A subcontractor selected to perform work on a construction project funded or assisted by the City of New York with a proposed contract value of less than \$750,000 must submit a "Less than \$750,000" certificate.

**WHERE TO FILE**

Employment Reports must be filed with the City agency awarding the contract. If you are a contractor or subcontractor who will be working for a private developer in receipt of funding or assistance from the City, the ER must be filed with the City agency with jurisdiction over the developer's project.

**DLS REVIEW PROCESS**

In accordance with Executive Order 50 (EO 50), upon receipt by DLS of a completed ER, DLS conducts a review of the contractor's current employment policies, practices and procedures, as well as perform a statistical analysis of the contractor's workforce, if necessary. The process is as follows:

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. **An incomplete submission will delay the review process and may preclude or interrupt the contract approval.**
2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

**Certificate of Approval**

The contractor is found to be in compliance with all applicable laws and regulations. The approval is valid for 36 months.

**Continued Approval Certificate**

The contractor has been issued a Certificate of Approval in the previous 36 months which is good for the applicable contract.

**Conditional Certificate of Compliance**

The contractor is required to take corrective actions in order to be in compliance with EO 50. The contractor must meet the conditions within one month of the issue of the Conditional Certificate.

**Determination of Nonperformance**

The contractor has failed to take the required corrective actions stipulated in the Conditional Certificate. A determination of nonperformance may prevent a contractor from receiving an award of a contract.

## HOW TO COMPLETE THE EMPLOYMENT REPORT

### Contents

General Information

Part I: Contractor/Subcontractor Information

Part II: Employment Policies and Practices

Part III: Contract Bid Information and Projected and Current Workforce Forms

Signature Page

### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

Questions 7 – 11: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.

Question 12: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.

Question 13: Please provide the number of permanent employees in your company.

Question 14a-g: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.

Questions 15 – 18: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:

- General Information section
- Part I - Contractor/Subcontractor Information
- Form B - Projected Workforce
- Signature Page

If your company is currently waiting for an approval on another contract previously submitted, be certain to identify the date on which you submitted the completed Employment Report, the name of the City contracting agency with which the contract was made, and the name and telephone number of the person to whom the Employment Report was submitted.

If your company was issued a Conditional Certificate of Approval, all required corrective actions must have been taken or DLS will not issue a Continued Certificate.

- Question 18: If the company was audited by the OFCCP, also provide the following:
- Identify the reviewing OFCCP office by its name and address
  - If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
  - Include copies of all corrective actions and documentation of OFCCP's performance; and
  - Provide a copy of all stated OFCCP findings.

Question 19: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

**PART II: EMPLOYMENT POLICIES AND PRACTICES**

*Remember to label all documents with the question number for which they are submitted.*

Questions 20a – j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 20a, 20b, etc.)

Questions 21a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 22: Inquires into where and how I-9 forms are maintained and stored.

Questions 23a – e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copies of the medical information questionnaire and instructions must be submitted with the Employment Report.

Question 24: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 25: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 26: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

Question 27: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	4. Was an investigation conducted? Y/N	5. Current status of the disposition
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Question 28: Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

1. Name(s) of complainant(s)	2. Administrative agency or court in which action was filed	3. Nature of the complaint(s)	4. Current status	5. If not pending, the complaint's disposition
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Question 29: Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

Question 30: Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

**PART III: CONTRACT BID INFORMATION AND PROJECTED AND CURRENT WORKFORCE FORMS**

**FORM A: CONTRACT BID INFORMATION – USE OF SUBCONTRACTORS/TRADES**

Your projections for the utilization of subcontractors on the proposed contract are to be provided in this section. A chart has been provided for the identification of subcontractors. Information is to be provided to the extent known at the time the ER is filed for review by DLS. If the subcontractor's name is unknown, then write "unknown". Under "ownership", enter the appropriate race/ethnic and gender code. If the contract is federally funded or assisted and the subcontractor is being utilized in accordance with applicable federal requirements with respect to Minority Business Enterprise or Woman Business Enterprise requirements, enter the appropriate code. This will also apply to state funded contracts with similar requirements for minority and female owned businesses.

**FORM B: PROJECTED WORKFORCE FOR WORK TO BE PERFORMED ON THIS PROJECT**

For each trade to be engaged by your company for this project, enter the projected workforce for Males and Females by trade classification in the charts provided.

**FORM C: CURRENT WORKFORCE FOR WORK TO BE PERFORMED ON THIS PROJECT**

For each trade *currently* engaged by your company for all work performed in NYC, enter the current workforce for Males and Females by trade classification in the charts provided.

**SIGNATURE PAGE**

The signatory of this Employment Report and all other documents submitted to DLS must be an official authorized to enter into a binding legal agreement. The signature page must be completed in its entirety and notarized. Only original signatures will be accepted.

**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

- 1. Your contractual relationship in this contract is: Prime contractor\_\_\_\_ Subcontractor\_\_\_\_
- 1a. Are M/WBE goals attached to this project? Yes \_\_\_\_ No \_\_\_\_
- 2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:  
  

___ Minority Owned Business Enterprise	___ Locally Based Business Enterprise
___ Women Owned Business Enterprise	___ Emerging Business Enterprise
___ Disadvantaged Business Enterprise	
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? \_\_\_\_\_ Are you DBE certified? Yes \_\_\_\_ No \_\_\_\_
- 3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes\_\_\_\_ No\_\_\_\_
- 4. Is this project subject to a project labor agreement? Yes \_\_\_\_ No \_\_\_\_
- 5. Are you a Union contractor? Yes \_\_\_\_ No \_\_\_\_ If yes, please list which local(s) you affiliated with \_\_\_\_\_
- 6. Are you a Veteran owned company? Yes \_\_\_\_ No \_\_\_\_

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

- 7. \_\_\_\_\_  
Employer Identification Number or Federal Tax I.D. Email Address
- 8. \_\_\_\_\_  
Company Name
- 9. \_\_\_\_\_  
Company Address and Zip Code
- 10. \_\_\_\_\_  
Chief Operating Officer Telephone Number
- 11. \_\_\_\_\_  
Designated Equal Opportunity Compliance Officer Telephone Number  
(If same as Item #10, write "same")
- 12. \_\_\_\_\_  
Name of Prime Contractor and Contact Person  
(If same as Item #8, write "same")

13. Number of employees in your company: \_\_\_\_\_

14. Contract information:

(a) \_\_\_\_\_ (b) \_\_\_\_\_  
Contracting Agency (City Agency) Contract Amount

(c) \_\_\_\_\_ (d) \_\_\_\_\_  
Procurement Identification Number (PIN) Contract Registration Number (CT#)

(e) \_\_\_\_\_ (f) \_\_\_\_\_  
Projected Commencement Date Projected Completion Date

(g) Description and location of proposed contract:

\_\_\_\_\_  
\_\_\_\_\_

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes\_\_\_ No\_\_\_

If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes\_\_\_ No\_\_\_

If yes, attach a copy of certificate.

**NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.**

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?

Yes\_\_\_ No\_\_\_ If yes,

Date submitted: \_\_\_\_\_

Agency to which submitted: \_\_\_\_\_

Name of Agency Person: \_\_\_\_\_

Contract No: \_\_\_\_\_

Telephone: \_\_\_\_\_

18. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes\_\_\_ No\_\_\_

If yes,

(a) Name and address of OFCCP office.

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(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?  
Yes\_\_\_ No\_\_\_

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes\_\_\_ No\_\_\_

If yes, attach a copy of such requirements or agreements.

(d) Were any deficiencies found? Yes\_\_\_ No\_\_\_

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes\_\_\_ No\_\_\_

If yes, attach a list of such associations and all applicable CBA's.

## **PART II: DOCUMENTS REQUIRED**

20. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

- \_\_\_ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- \_\_\_ (b) Disability, life, other insurance coverage/description
- \_\_\_ (c) Employee Policy/Handbook
- \_\_\_ (d) Personnel Policy/Manual
- \_\_\_ (e) Supervisor's Policy/Manual
- \_\_\_ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- \_\_\_ (g) Collective bargaining agreement(s).
- \_\_\_ (h) Employment Application(s)
- \_\_\_ (i) Employee evaluation policy/form(s).
- \_\_\_ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?



21. To comply with the Immigration Reform and Control Act of 1986 when and of whom does your firm require the completion of an I-9 Form?
- |  |              |
|--|--------------|
| (a) Prior to job offer                     | Yes___ No___ |
| (b) After a conditional job offer          | Yes___ No___ |
| (c) After a job offer                      | Yes___ No___ |
| (d) Within the first three days on the job | Yes___ No___ |
| (e) To some applicants                     | Yes___ No___ |
| (f) To all applicants                      | Yes___ No___ |
| (g) To some employees                      | Yes___ No___ |
| (h) To all employees                       | Yes___ No___ |

22. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

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23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes\_\_\_ No\_\_\_

If yes, is the medical examination given:

- |                                   |              |
|-----------------------------------|--------------|
| (a) Prior to a job offer          | Yes___ No___ |
| (b) After a conditional job offer | Yes___ No___ |
| (c) After a job offer             | Yes___ No___ |
| (d) To all applicants             | Yes___ No___ |
| (e) Only to some applicants       | Yes___ No___ |

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.

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24. Do you have a written equal employment opportunity (EEO) policy? Yes\_\_\_ No\_\_\_

If yes, list the document(s) and page number(s) where these written policies are located.

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25. Does the company have a current affirmative action plan(s) (AAP)

\_\_\_\_ Minorities and Women

\_\_\_\_ Individuals with handicaps

\_\_\_\_ Other. Please specify \_\_\_\_\_

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes\_\_\_ No\_\_\_

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes\_\_\_ No\_\_\_

If yes, attach an internal complaint log. See instructions.

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes\_\_\_ No\_\_\_

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes\_\_\_ No\_\_\_

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

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30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes\_\_\_ No\_\_\_

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

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**SIGNATURE PAGE**

I, (print name of authorized official signing) \_\_\_\_\_ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Name of person who prepared this Employment Report Title

\_\_\_\_\_  
Name of official authorized to sign on behalf of the contractor Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of authorized official Date

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's workforce data and to implement an employment program.

Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/or criminal prosecution.

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

**Only original signatures accepted.**

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public Authorized Signature Date

**FORM A. CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES**

1. Do you plan to subcontractor work on this contract? Yes\_\_\_ No\_\_\_
2. If yes, complete the chart below.

**NOTE: All proposed subcontractors with a subcontract in excess of \$750,000 must complete an Employment Report for review and approval before the contract may be awarded and work commences.**

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT

**\*If subcontractor is presently unknown, please enter the trade (craft name).**

**OWNERSHIP CODES**

- W: White
- B: Black
- H: Hispanic
- A: Asian
- N: Native American
- F: Female

**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

(J) Journeylevel Workers (A) Apprentice  
 (H) Helper (TRN) Trainee  
 (TOT) Total by Column

For each trade to be engaged by your company for this project, enter the projected workforce for Males and Females by trade classification on the charts below.

Trade: \_\_\_\_\_

Union Affiliation, if applicable: \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): \_\_\_\_\_

Total Female (Col. #6 – 10): \_\_\_\_\_

		MALES					FEMALES				
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.
J											
H											
A											
TRN											
TOT											

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

\_\_\_\_\_

\_\_\_\_\_

**FORM B: PROJECTED WORKFORCE**

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10): \_\_\_\_\_

Total Female  
(Col. #6 – 10): \_\_\_\_\_

		MALES					FEMALES				
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.
J											
H											
A											
TRN											
TOT											

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

\_\_\_\_\_

\_\_\_\_\_

**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

(J) Journeylevel Workers (A) Apprentice  
 (H) Helper (TRN) Trainee  
 (TOT) Total by Column

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade: \_\_\_\_\_

Union Affiliation, if applicable: \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): \_\_\_\_\_

Total Female (Col. #6 – 10): \_\_\_\_\_

		MALES					FEMALES				
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.
J											
H											
A											
TRN											
TOT											

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

\_\_\_\_\_

\_\_\_\_\_

**FORM C: CURRENT WORKFORCE**

Trade: \_\_\_\_\_

Union Affiliation, if applicable  
\_\_\_\_\_

Total (Col. #1-10):  
\_\_\_\_\_

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10):  
\_\_\_\_\_

Total Female  
(Col. #6 – 10):  
\_\_\_\_\_

		MALES					FEMALES				
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.
J											
H											
A											
TRN											
TOT											

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

\_\_\_\_\_

\_\_\_\_\_





## **APPENDIX III**

### **PROCUREMENT AND SOURCING SOLUTIONS PORTAL (PASSPort)**

## Vendor Enrollment



*This document is a quick-start guide for vendor account administrators who want to submit an enrollment package in PASSPort. For more detailed step-by-step instructions on the Vendor Enrollment process, please refer to the Vendor Enrollment User Manual. If you have any questions or need assistance, please reach out to the Mayor's Office of Contract Services (MOCS) at [help@mocs.nyc.gov](mailto:help@mocs.nyc.gov).*

Vendors who are currently doing (or planning to do) business with the City of New York are encouraged to complete the Vendor Enrollment process. To complete the Vendor Enrollment process, you must first complete the Vendor Account Creation process (please refer to the associated user manual for details). Once your account is created, log in to PASSPort to prepare and submit your organization's enrollment package online by providing the following:

1. **Business Information:** Provide information regarding your business revenue and contact information.
2. **Contacts:** Identify and add all of your principals and/or officers to your organization's contacts list, as well as designate an account signatory.
3. **Vendor and Principal Questionnaires:** Complete both vendor and principal questionnaires for your business and for any individuals who have a significant stake (10% or more) in the organization.
4. **Parent and/Controlling Entities:** Identify any parent or other controlling entities.
5. **Certificate of Incorporation (COI) Documentation:** Upload your organization's COI or equivalent document.
6. **e-Signature:** Submit an e-Signature for your account, which is a secure and accurate identification method for account signatories to sign documents with the City.

Once your organization's enrollment package has been submitted, MOCS will review the package and contact you with any questions or requests for additional information. After an enrollment package has been filed by MOCS, your organization will become fully enrolled in PASSPort and can continue to manage your account.

### Starting the Vendor Enrollment Process

1. Navigate and log in to PASSPort using your NYC.ID credentials: <http://www.nyc.gov/passport>
2. From the PASSPort homepage, the "**Profile**" button at the top of the page, then select "**Vendor Profile**"
3. Your vendor profile is displayed.
4. You will notice any alerts related to your account at the top of the page. Alerts starting with the  icon are warning alerts that will not stop you from proceeding with a process, while alerts starting with the  icon are blocking alerts that will prevent you from proceeding with a process until the specified action is completed.

Please refer to the steps on the following pages to assist you with preparing and submitting your vendor enrollment package.

## 1. Basic Information

On the **Basic Information** tab of your vendor profile, select and enter the following information:

1. Select your company's "**Annual gross revenue.**"
2. Select your company's "**Business Category.**"
3. Select the "**Date this business was formed.**"
4. Enter the "**State in which business was formed.**"
5. Enter the "**County in which business was formed.**"
6. Select the "**Property Type**" and enter the property's address.
7. Click the "**Save and Refresh**" button.

## 2. Contacts

Prior to completing your vendor and principal questionnaires, you must add all of your organization's principals and/or officers to your account as well as designate an account signatory. Navigate to the **Contacts** tab and follow the steps below:

1. Click the "**Add a Contact**" button.
2. Enter the "**First Name**" of the contact.
3. Enter the "**Last Name**" of the contact.
4. Enter the "**Email**" of the contact.
5. Click the "**Save and Close**" button.
6. Select a "**Role**" for the contact that was added. Multiple roles can be selected for a contact.
7. Continue adding contacts until you have added all of your principals and/or officers as well as designated an account signatory who will submit an e-Signature for your package. Once you are done adding contacts, click the "**Save and Refresh**" button.






After a principal or officer has been added as a contact on the **Contacts** tab, they are able to create a NYC.ID using the email address that is associated with their contact on the **Contacts** tab. Principals or officers can create a NYC.ID by navigating to <http://www.nyc.gov/passport>, clicking the "**Login**" button, and clicking the "**Create Account**" link. Please refer to the *Vendor Account Creation User Manual* for detailed step-by-step instructions.

Once that principal or officer creates a NYC.ID, they will be able to log in to PASSPort and access both the Vendor Questionnaire and their Principal Questionnaire for the vendor account. If the principal or officer previously had a NYC.ID, they would be able to be immediately log in to PASSPort as soon as they were added as a contact for the account.

## 3. Vendor and Principal Questionnaires

Now that you entered additional company information, added all of your principals and/or officers, and designated an account signatory, you are ready to start the vendor and principal questionnaires. Navigate to the **Disclosures** tab and follow the steps below:

1. Click the **“Edit”** button to open the first section of the **Vendor Questionnaire**.
2. Complete the eight sections of the **Vendor Questionnaire** by selecting answers to each question. Please note that if you select any form of Yes as an answer to a particular question, you will need provide additional details to answer the question and then click the **“Save”** button. Please note that in some scenarios you will need to add multiple rows of information to provide all of the necessary details.
3. After you have answered the questions for a particular section, click the **“Save and Next”** button. If you would like to exit the **Vendor Questionnaire** at any point, you can click the **“Save and Close”** button.
4. After you have answered the questions for all sections, click the **“Save and Close”** button.
5. If any attachments need to be added to your **Vendor Questionnaire**, click the **“Add an Attachment”** button on the **Disclosures** tab. Enter all the required information for the attachment and upload the necessary attachment. Click the **“Save”** button and then click the **“Close”** button.
6. Next you will need to identify all of your principals and/or officers. Click the  icon.
7. The vendor contacts that were added on the **Contacts** tab are displayed. Click the  icon to select a vendor contact and add it to the principal and/or officer grid.
8. Click the  icon to search for and select principal and/or officer. Continue to add contacts until you have added all of your principals and/or officers.
9. Click the **“Save and Refresh”** button.
10. Click the **“Edit”** button to start the **Principal Questionnaire** for the associated principal or officer.
11. Complete the six sections of the **Principal Questionnaire** by selecting answers to each question. Please note that if you select any form of Yes as an answer to a particular question, you will need provide additional details to answer the question and then click the **“Save”** button.
12. After you have answered the questions for a particular section, click the **“Save and Next”** button.
13. After you have answered the questions for all sections of the **Principal Questionnaire**, click the **“Save and Close”** button.

## 4. Parent and/or Controlling Entities

As part of the Vendor Enrollment process, any related (parent and/or controlling entities) entities must also submit vendor enrollment questionnaires in order for your vendor enrollment package to be reviewed and filed.

Parent entities are defined as an individual, partnership, joint venture, or corporation that owns more than 50% of the voting stock of a vendor. Controlling entities are any entities that manage the day-to-day or hold 10% or more ownership of the business or has the right to direct daily operations. Related entities are identified on the **Discourses** tab. Please follow the steps below to identify your related entities:

1. At the bottom of the **Discourses** tab, answer the following question: **“Do you have any parent or controlling entities?”** If you answer Yes to this question you must then click the  icon to search for and select your parent and/or controlling entities. You are able to search for related entities by EIN and/or FMS Vendor Code.
2. Click the **“Save and Refresh”** button.
3. The status of your identified related entities’ vendor questionnaires will be displayed in the grid. Please note that although you are able to submit your vendor enrollment package with pending related entities questionnaires, your package will be put on hold from being reviewed until all of the pending questionnaires are submitted.

## 5. e-Signature

Once you have completed your organization’s **Basic Information, Contacts, Vendor Questionnaire, Principal Questionnaire(s)**, and identified any related parent/controlling entities, you are ready to submit your vendor enrollment package. Please note, the person providing the e-Signature should be a principal or designee who is officially authorized to conduct business with the City on behalf of your organization. Please follow the steps below to provide your e-Signature:

1. From the **Disclosures** tab, click the **“Ready to Sign and Submit”** button and then click the **“OK”** button to confirm that you want to submit your vendor enrollment package.
2. Click the **“New Vendor Signature”** button.
3. Click the **“Ready to Sign”** button to create a new e-Signature.
4. Click the **“Signature Enrollment Package”** checkbox.
5. Enter your **“NYC.ID Password.”**
6. Click the **“Sign”** button to add your e-Signature.
7. Click the **“Submit Package”** button to submit your package to MOCS.



Once your organization’s enrollment package as been submitted, MOCS will review the package and contact you with any questions or requests for additional information. When MOCS files your enrollment package, your vendor account becomes fully enrolled. You will receive email notifications whenever MOCS takes action on your enrollment package.

## **APPENDIX IV**

### **EFT VENDOR PAYMENT ENROLLMENT GENERAL INSTRUCTIONS AND EFT VENDOR PAYMENT FORM**

# **DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM**

## **GENERAL INSTRUCTIONS**

Complete the EFT application form online along with one of the four types of account documentation. Fax the form and backup to 646-500-7152 or mail them directly to:

NYC Department of Finance  
Treasury Division  
66 John Street, 12th Floor  
New York, NY 10038  
Attention: EFT

**Please type this form and save to your computer to retain a copy for your records.**

## **SECTION I - VENDOR INFORMATION**

1. Enter the vendor's social security number or taxpayer ID, the 9-digit number reported on the W-9 form.
2. Provide the name of the vendor (as it appears on the W-9).
3. Enter the vendor's complete address for EFT correspondence associated with this account.
4. Provide the vendor's email address, if it has one.
5. Provide the vendor's telephone number.

## **SECTION II - BANK INFORMATION**

1. Indicate the vendor's bank account number.
2. Indicate the vendor's account name.
3. Bank name
4. Indicate 9-digit routing (ABA) transit number (located at the bottom of vendor's check).
5. Indicate type of account. Account must be designated as either checking or savings. (Check one box only).
6. List name and telephone number of the bank's representative.

## **SECTION III - VENDOR SIGNATURE AND AUTHORIZATION**

**Sign and print vendor or authorized person's name and indicate the date.**





## **ANSWERS TO FREQUENTLY ASKED QUESTIONS ABOUT THE NEW YORK CITY DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) FOR CITY VENDORS**

### **1. WHAT ARE THE BENEFITS OF DIRECT DEPOSIT?**

There are several advantages to direct deposit:

- Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your account is more secure.
- Payments arrive sooner – You don't have to wait for a check to arrive in the mail. Electronic payments are deposited directly into your bank account, saving days of waiting for checks to clear.
- You save time – Money deposited into your bank account is automatic. You save the time you used to spend at the bank depositing the check.

### **2. WHO SHOULD ENROLL?**

In accordance of Local Law 43 enacted by City Council in 2007, all vendors with City contracts over \$25,000 are required to enroll in the payment Direct Deposit program. In addition, vendors who choose **not** to enroll, may be assessed a \$3.50 per check fee. All vendors are encouraged to enroll in the program.

### **3. CAN FOREIGN COMPANIES ENROLL?**

Yes, however foreign vendors *must enroll with a U.S. based bank.*

### **4. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**

Payments are deposited two business days after the date of issuance.

### **5. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT?**

The Payee Information Portal (PIP) is a service that allows you, as a payee/vendor for the City of New York, to manage your own account information, view your financial transactions with the City of New York, and much more. You may enroll in PIP by going to [nyc.gov/eft](http://nyc.gov/eft) and clicking on the payee information portal hyperlink.

In addition, you may contact your bank directly or use online banking, mobile applications, and regular bank statements to confirm the deposit.

### **6. HOW WILL I KNOW WHAT THE PAYMENT IS FOR?**

All payment information is transferred electronically to your bank account from Citibank. The City of New York now offers vendor access to the Payee Information Portal (PIP), which permits you to track up to three years of issued payments, as well as all scheduled payments. Direct deposits may reflect several invoices from one or more agencies, but the Payee Information Portal will provide information about each and every payment.

### **7. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT WE REQUESTED AND THE AMOUNT WE RECEIVED?**

Please contact your agency representative.

### **8. CAN DIRECT DEPOSITS BE CREDITED TO THE WRONG ACCOUNT? IF THAT HAPPENS, WHO IS RESPONSIBLE?**

The vendor is responsible for submitting to the Department of Finance correct information for the proper bank account to which it wishes to receive payments. The Department of Finance will not be able to ascertain if the vendor has supplied information for the wrong bank account.

However, if the bank account information that has been submitted is inconsistent and/or incorrect, the receiving bank will reject the payment and the Department of Finance will be notified. Finance will notify the agency and/or vendor and together we will do whatever is necessary to correct the problem. In order not to delay your payment, we will issue check(s) for your payment until the problem is resolved.

**9. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**

Whenever you change any information, you must submit a new EFT Enrollment Form to the Finance Treasury Division indicating the type of change you are requesting. A copy of an imprinted voided check, imprinted encoded deposit slip, bank statement or bank letter with the new account information must be included with your EFT Enrollment Form. Mail correspondence to: Department of Finance, Treasury Division, 66 John Street, 12th Floor, New York, New York 10038, Att: Direct Deposit/EFT or fax to 646-500-7152.

It is important that you do not close the account that is linked to your direct deposits until the new account has been established and payments are being credited to your new account. When the change is complete, you may then close the old account.

**10. CAN I CANCEL MY DIRECT DEPOSIT ENROLLMENT?**

If you have a contract with the City for more than \$25,000 the law requires that you receive your payments by direct deposit. Vendors may request a cancellation by clicking the "Contact us" hyperlink at [nyc.gov/eft](http://nyc.gov/eft). Vendors that are **not** enrolled in EFT will be subject to the \$3.50 per check fee.

**11. DO I NEED TO SEND SEPARATE DIRECT DEPOSIT ENROLLMENT FORMS FOR EACH CITY AGENCY WITH WHICH I DO BUSINESS?**

No. One enrollment form is sufficient.

**12. WHAT IF MY NAME, ADDRESS OR TAX ID # CHANGES? HOW DOES THIS AFFECT MY DIRECT DEPOSIT? WHO SHOULD BE NOTIFIED?**

If your name, address or Tax ID # change, you must contact your paying agency and work with them to correct this information in the City's Financial Management System (FMS).

If only your address needs changing, you do **not** need to submit a new EFT Enrollment Form. You **will** need to submit a new form if your name or Tax ID # change.



# Direct Deposit/Electronic Funds Transfer (EFT) ENROLLMENT/CHANGE OF ACCOUNT FORM

## INSTRUCTIONS

- For more information about EFT, to contact us, or to download an application, go to [nyc.gov/eft](http://nyc.gov/eft)
- If sending by mail, please do not staple
- If submitting multiple enrollments by E-Fax, each individual application must be faxed separately
- **Form must be typed and submitted to:**

**E-Fax:** (646) 500-7152 **Or**

**Mail:** NYC Department of Finance, Treasury Division  
66 John Street, 12th Floor, New York, NY 10038, Attention: EFT

## SECTION 1 - APPLICATION REQUIREMENT (REQUIRED ITEM)

Submit **one** item with your application.  
Incomplete applications will not be processed.

- Copy of voided check imprinted with vendor name
- Current bank statement       Letter from your bank\*

\*Bank documentation must contain the vendor/company name, complete bank account and routing number. Bank documentation must also include bank representative's signature, printed name, and date signed.

## SECTION 2 - VENDOR INFORMATION (ALL FIELDS REQUIRED)

1. Social Security # or Taxpayer ID #: <i>(As it appears on W-9 Form)</i>	
2. Vendor Name: <i>(As it appears on W-9 Form)</i>	
3. Vendor Address: <i>Number, Street, City, State and Zip Code</i>	
4. Vendor Email Address:	
5. Vendor Telephone Number and Extension:	

## SECTION 3 - BANK INFORMATION (ALL FIELDS REQUIRED)

1. Name of Bank:		
2. Name of Account: <i>(Exactly as it appears on Account)</i>		
3. Account Number and Type:	<input type="checkbox"/> CHECKING	<input type="checkbox"/> SAVINGS
4. 9-Digit Bank Routing Number: <i>(See bottom of check)</i>		
5. Bank Telephone Number and Extension:		

## SECTION 4 - VENDOR SIGNATURE AND AUTHORIZATION (MUST SIGN, PRINT AND DATE)

I, hereby confirm my authority, as an authorized signer of the above-referenced bank account ("Account"), to issue this instruction to credit and debit, via the Automated Clearinghouse, the Account. I authorize the City of New York to deposit, via Automated Clearinghouse credit entry, all entitled payments to the Account and to initiate, as necessary, Automated Clearinghouse debit entries to adjust any Automated Clearinghouse credit (i) made in error (ii) deposited for an incorrect amount, or (iii) that is a duplicate of a correct payment. The City of New York will make a reasonable effort to communicate with me to notify me of a debit entry that will be made to the Account. I understand that this authorization will remain in effect until a written instruction, properly executed by me, authorizing cancellation is submitted to the fax number above.

<b>Authorized Signature</b>	<b>Print/Type Name</b>	<b>Date (MM-DD-YYYY)</b>

**APPENDIX V: INTENTIONALLY OMITTED**

**APPENDIX VI**  
**PROJECT LABOR AGREEMENT**

# NOTICE TO BIDDERS

Please be advised the Project Labor Agreement (PLA) attached and incorporated in this Invitation for Bids has been extended to apply to contracts let prior to **July 31, 2020**, including this contract. Other than extending the expiration date, all other terms of the PLA continue to apply in full force and effect.

## **2015 Project Labor Agreement**

### **NOTICE: THIS CONTRACT IS SUBJECT TO A NEW PROJECT LABOR AGREEMENT EXECUTED IN 2015**

**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 the attached Letter of Assent prior to award. 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. Contractor will also be required to have all subcontractors of all tiers execute the attached Letter of Assent prior to such subcontractors performing any work on the Project. 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. All bidders should carefully read the entire PLA that governs this Contract.**

**In addition, please note that there are significant revisions between the 2015 PLA attached to this bid and the prior Citywide Renovation PLA. The Contractor is urged to review the entire PLA. Significant changes include:**

- **Micro Work Orders: For JOCS and Requirements contracts, Task Orders or Work Orders that do not exceed \$10,000 are not subject to the PLA. See PLA Article 3, Section 1.**
- **On Call Contracts: Provisions have been added regarding the referral of workers for on call contracts where Contractors are required to respond on an expedited basis. See PLA Article 4, Section 8.**
- **Grievances: The grievance procedure governing disputes under the PLA has been clarified. See PLA Article 9, Section 1.**
- **Delinquent Contractors: Contractors and Subcontractors who do not make required payments to union funds on a timely basis are subject to requirements to submit cancelled checks or another form of proof of payment in addition to certified payroll reports when requesting payment. See PLA Article 11, Section 2.**
- **Payment to Union Funds for Non-Union Workers: 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 “core” non-union employees (working pursuant to Article 4, Section 2 of the PLA) who are already covered under such bona fide private benefit plans. See PLA Article 11, Section 2.**
- **Veterans Day: Veterans Day has been added to the list of standard holidays. See Article 12, Section 4.**
- **Reporting Pay for Weather Events: 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 Article 12, Section 6.**



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, 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.

In addition to the various provisions regarding work rules, Contractors should take special note of the requirement that Contractors and Subcontractors make payments to designated employee benefit funds. See PLA Article 11, Section 2. The PLA also contains provisions for what occurs when a Contractor or a subcontractor fails to make required payments into the benefit funds, including potentially the direct payment by the City to the benefit fund of monies owed and corresponding withholding of payments to the Contractor. See PLA Article 11, Section 2. The City strongly advises Contractors to read these provisions carefully and to include appropriate provisions in subcontracts addressing these possibilities.

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 in Schedule B entitled the "Subcontractor Utilization Plan," and are detailed in a separate Notice to Prospective Contractors included with 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 2(C), carefully. A list of certified M/WBE firms may be obtained from the Department of Small Business Services (DSBS) website at [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), by emailing DSBS at [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing DSBS at 110 William St., 7<sup>th</sup> floor, New York, New York, 10038.

The local collective bargaining agreements (CBAs) that are incorporated into the PLA as PLA Schedule A Agreements are available on computer disk from the Department's 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.

A contact list for the participating unions is set forth after the FAQs.

Below are answers to frequently asked questions (FAQs) about this PLA:

1. **Q.** Does a Contractor need to be signatory with the unions in the NYC Building and Construction Trades Council 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.
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 must agree to become party to the PLA. See PLA Art. 2, Sec. 8. Subject to the Department'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 and agrees to the terms of the PLA.
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. Subcontractors, however, will be required to sign the Letter of Assent prior to being approved by the Department.
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. See PLA Article 4. However, Contractors and subcontractors may continue to use up to 12% of their existing, qualifying labor force for this work, in accordance with the terms of PLA Article 4, Section 2B. Certified M/WBEs for which participation goals are set pursuant to NYC Administrative Code §6-129 that are not signatory to any Schedule A CBAs may use their existing employees for the 2nd, 4th , 6th and 8th employee needed on the job if their contracts are valued at or under \$500,000. For contracts valued at above \$500,000 but under \$1,000,000, such certified M/WBEs may use their own employees for the 2nd, 5th and 8th employees needed on the job in accordance with the provisions of PLA Article 4, Section 2C. If additional workers are needed by these M/WBEs, the additional workers will be referred to the Contractor from the signatory local unions subject to the Contractor's right to meet 12% of the additional needs with its existing, qualifying employees.
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 2C?

**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 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 projects 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 collective bargaining agreements (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. Non-union employees working under the PLA are subject to the union security provisions (i.e., union dues/agency shop fees) of the local CBAs while on the project. These 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.** When will the agency shop dues payer affiliate workers 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 agency shop dues payer affiliate workers should speak with the respective union(s) as to benefit eligibility thresholds.
10. **Q.** Are all Contractors and subcontractors working under the PLA, including non-union Contractors and Contractors signatory to collective bargaining agreements 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. See PLA Article 11, Section 2. 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 D.

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 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 Section 220. See PLA Article 11, Section 2.

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.** May a contractor discharge a union referral for lack of productivity?

**A.** Again, 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.

15. **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.
16. **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 and may not be altered by the Contractor.
17. **Q.** Does the PLA create a common holiday schedule for all the signatory trades?  
**A.** Yes, the PLA recognizes nine (9) common holidays, including Veterans Day. See PLA Article 12, Section 4.
18. **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.
19. **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.
20. **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.
21. **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.
22. **Q.** Does the PLA contain special provisions for the manning 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.

23. **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.

24. **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.

25. **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.

26. **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 Project Labor Agreements 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.

27. **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.

28. **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. See PLA Article 10. A copy of the NY Plan is available upon request from the

Department. 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, Section 3.

29. **Q.** Does the 2015 Renovation 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 \$10,000 issued under JOCS or Requirements Contracts otherwise subject to the PLA. See PLA Article 3, Section 1.

# NYC Project Labor Agreements

CONTACT INFORMATION FOR LOCAL UNIONS (Updated May 2016)

## **BOILER MAKERS LOCAL NO. 5**

24 Van Siclen Avenue  
Floral Park, NY 11001  
Phone: (516) 326-2500  
Fax: (516) 326-3435  
Business Manager: Steve Ludwigson

## **BLASTERS, DRILLRUNNERS & MINERS LOCAL NO. 29**

43-12 Ditmars Blvd.  
Astoria, NY, 11105  
Phone: (718) 278-5800  
Business Manager: Thomas Russo

## **BRICKLAYERS LOCAL NO. 1**

4 Court Square #1  
Long Island City, NY 11101  
Phone: (718) 392-0525  
Business Manager: Jeramiah Sullivan

## **CARPENTERS DISTRICT COUNCIL**

395 Hudson Street, 9<sup>th</sup> Fl  
New York, New York 10014  
Phone: (212) 366-7500  
Fax: (212) 675-3140  
Business Manager: Joe Geiger  
John Sheehy, D.C. Rep.

## **CEMENT MASONS NO. 780**

150-50 14<sup>th</sup> Rd Suite 4  
Whitestone, NY 11357  
Phone: (718) 357-3750  
Fax: (718) 357-2057  
Business Manager: Gino Castingnoli

## **CONCRETE WORKERS DISTRICT COUNCIL NO. 16**

29-18 35<sup>th</sup> Avenue  
Long Island City, NY 11106  
Phone: (718) 392-5077  
Fax: (718) 392-5087  
Business Manager: Alex Castaldi



**DERRICKMEN & RIGGERS LOCAL 197**

35-53 24<sup>th</sup> Street  
Long Island City, NY 11101  
Phone: (718) 361-6534  
Fax: (718) 361-6584  
Business Manager: William Hayes  
[Billhayes197@yahoo.com](mailto:Billhayes197@yahoo.com)

**DRYWALL TAPERS 1974**

265 West 14<sup>th</sup> Street  
New York, NY 10011  
Phone: (212) 242-8500  
Fax: (212) 242-2356  
Business Manager: Sal Marsala

**ELECTRICAL LOCAL NO. 3**

158-11 Harry Van Arsdale, Jr. Avenue  
Flushing, NY 11365  
Phone: (718) 591-4000  
Fax: (718) 380-8998  
Business Manager: Chris Erickson  
Raymond Melville, Asst. Bus. Mgr.  
Construction

**ELEVATOR CONSTRUCTORS NO. 1**

47-24 27<sup>th</sup> Avenue  
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Phone: (718) 767-7004  
Fax: (718) 767-6730  
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**ENGINEERS LOCAL NO. 14**

141-57 Northern Boulevard  
Flushing, NY 11354  
Phone: (718) 939-0600  
Fax: (718) 939-3131  
Business Manager: Edwin Christian

**ENGINEERS NO. 15, 15A, 15B, 15C, 15D**

44-40 11<sup>th</sup> Street  
Long Island City, NY 11101  
Phone: (212) 929-5327  
Business Manager: Tom Callahan

**ENGINEERS NO. 30**

16-16 Whitestone Expressway  
Whitestone, NY 11357  
Phone: (718) 847-8484  
Fax: (718) 850-0524  
Business Manager: William Lynn

**ENGINEERS No. 94**

331-337 West 44<sup>th</sup> Street  
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Phone: (212) 245-7040  
Fax: (212) 245-7886  
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**GLAZIERS NO. 1087**

45 West 14<sup>th</sup> Street  
New York, NY 10011  
Phone: (212) 924-5200  
Fax: (212) 255-1151  
Business Manager: Steve Birmingham

**HEAT & FROST INSULATORS  
AND ALLIED WORKERS  
LOCAL UNION NO. 12**

35-53 24<sup>th</sup> Street  
Long Island City, NY 11101  
Phone: (718) 784-3456  
Fax: (718) 784-8357  
Business Manager: Matty Aracich  
[matty@insulatorslocal12.com](mailto:matty@insulatorslocal12.com)

**HEAT & FROST INSULATORS  
LOCAL UNION NO. 12A**

1536 127<sup>th</sup> Street  
College Point, NY 11356  
Phone: (718) 886-7226  
Business Manager: Jaime Soto

**IRON WORKERS DISTRICT COUNCIL**

22 West 46<sup>th</sup> Street  
New York, NY 10036  
Phone: (212) 302-1868  
Business Manager: James Mahoney  
[jmahoney@iwintl.org](mailto:jmahoney@iwintl.org)

**IRON WORKERS NO. 40** (Manhattan, The Bronx & Staten Island)

451 Park Avenue South  
New York, NY 10016  
Phone: (212) 889-1320  
Fax: (212) 779-3267  
Business Manager: Bob Walsh

**IRON WORKERS NO. 361** (Brooklyn & Queens)

89-19 97<sup>th</sup> Avenue  
Ozone Park, NY 11416  
Phone: (718) 322-1016/17  
Fax: (718) 322-1053  
Business Manager: Matthew Chartrand

**LABORERS LOCAL NO. 78**  
**ASBESTOS & LEAD ABATEMENT**

30 Cliff Street  
New York, New York 10038  
Phone: (212) 227-4803  
Fax: (212) 406-1800  
Business Manager: Edison Severino

**LABORERS, CONSTRUCTION AND**  
**GENERAL BUILDING NO. 79**

520 8<sup>th</sup> Avenue  
New York, NY 10018  
Phone: (212) 465-7900  
Fax: (212) 465-7903  
Business Manager: Michael Prohaska

**LABORERS NO. 731**

34-11 35<sup>th</sup> Avenue  
Astoria, NY 11106  
(718) 706-0720  
Business Manager: Joseph D'Amato

**LATHERS METAL**  
**LOCAL NO. 46**

1322 Third Avenue  
New York, NY 10021  
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Fax: (212) 249-1226  
Business Manager: Terrance Moore

**MASON TENDERS DIST. COUNCIL**

520 8<sup>th</sup> Avenue  
New York, NY 10018  
Phone: (212) 452-9400  
Fax: (212) 452-9499  
Business Manager: Robert Bonanza

**METAL POLISHERS**

**LOCAL UNION NO. 8A-28A**

36-18 33<sup>rd</sup> Street 2<sup>nd</sup> Fl.  
Long Island City, NY 11106  
Phone: (718) 361-1770  
Fax: (718) 361-1934  
Business Manager: Hector Lopez

**MILLWRIGHT AND MACHINERY**

**ERECTORS LOCAL NO. 740**

89-07 Atlantic Avenue  
Woodhaven, NY 11412  
Phone: (718) 849-3636  
Fax: (718) 849-0070  
Business Manager: Joseph Geiger

**ORNAMENTAL IRON WORKERS**

**NO. 580**

501 West 42<sup>nd</sup> Street  
New York, NY 10036  
Phone: (212) 594-1662  
Fax: (212) 564-2748  
Business Manager: Pete Myers

**PAINTERS DISTRICT**

**COUNCIL NO. 9**

45 West 14<sup>th</sup> Street  
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Fax: (212) 255-1151  
Business Manager: Joseph Azzopardi

**PAINTERS STRUCTURAL STEEL**

**NO. 806**

40 West 27<sup>th</sup> Street  
New York, New York 10001  
Phone: (212) 447-1838/0149  
Fax: (212) 545-8386  
Business Manager: Angelo Serse

**PAVERS & ROAD BUILDERS  
DISTRICT COUNCIL NO. 1**

136-25 37<sup>th</sup> Avenue, Suite 502  
Flushing, NY 11354  
Phone: (718) 886-3310  
Business Manager: Keith Lozcalzo

**PLASTERS LOCAL UNION NO. 262**

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Bronx, NY 10466  
Phone: (718) 547-5440  
Fax: (718) 547-5435  
Business Manager: Michael Hubler

**PLUMBERS NO. 1**

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Howard Beach, NY 11414  
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Fax: (718) 835-0896  
Business Manager: John Murphy

**PRIVATE SANITATION  
LOCAL NO. 813**

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Long Island City, NY 11101  
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Fax: (718) 937-7003  
Business Manager: Sean Campbell

**ROOFERS & WATERPROOFERS NO. 8**

12-11 43<sup>rd</sup> Avenue  
Long Island City, NY 11101  
Phone: (718) 361-1169  
Fax (718) 361-8330  
Business Manager: Nick Siciliano

**SHEET METAL WORKERS  
LOCAL NO. 28**

MANHATTAN OFFICE  
500 Greenwich Street  
New York, NY 10013  
Phone: (212) 941-7700  
Fax: (212) 226-0304  
Business Manager: Kevin Connors

**SHEET METAL WORKERS**

**LOCAL 137**

21-42 44<sup>th</sup> Drive

Long Island City, NY 11101

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Fax: (718) 937-4113

Business Manager: Dante Dano

**STEAMFITTERS LOCAL UNION**

**NO. 638**

32-32 48<sup>th</sup> Avenue

Long Island City, NY 11101

Phone: (718) 392-3420

Fax: (718) 784-7285

Business Manager: Bob Bartels

**TEAMSTERS LOCAL UNION 282**

2500 Marcus Avenue

Lake Success, NY 11042

Phone: (516) 488-2822

Fax: (516) 488-4895

Business Manager: Tom Gesauldi

**TEAMSTERS LOCAL UNION 814**

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Long Island City, NY 11101

Phone: (718) 609-6407

Fax: (718) 361-9610

Business Manager: Jason Ide

**TILE, MARBLE & TERRAZO B.A.C.**

**LOCAL UNION 7**

45-34 Court Square

Long Island City, NY 11101

Phone: (718) 786-7648

Fax: (718) 472-2370

Business Manager: Tom Lane

**TIMBERMEN & DOCKBUILDERS LOCAL 1556**

395 Hudson Street

New York, NY 10014

Phone: (212) 242-1320

Business Manager: Joseph Geiger

NYC AGENCY RENOVATION & REHAB OF CITY OWNED BUILDINGS/STRUCTURES  
PLA

**PROJECT LABOR AGREEMENT**

**COVERING SPECIFIED**

**RENOVATION & REHABILITATION  
OF CITY OWNED BUILDINGS AND STRUCTURES**

**2015 - 2018**

NYC AGENCY RENOVATION & REHAB OF CITY OWNED BUILDINGS/STRUCTURES  
PLA

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**PROJECT LABOR AGREEMENT COVERING SPECIFIED  
RENOVATION & REHABILITATION OF NEW YORK CITY OWNED  
FACILITIES & 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;

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

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

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

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

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, its participating affiliated Local Unions and their members, desire to assist the 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, 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”) (on behalf of itself) and the signatory affiliated Local Union’s (“Unions” or “Local Unions”). The Council and each signatory Local Union hereby warrants and represents that it has been duly authorized to enter into this Agreement.

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**ARTICLE 2 - GENERAL CONDITIONS**

**SECTION 1. DEFINITIONS**

Throughout this Agreement, the various Union parties including the Building and Construction Trades Council of Greater New York and Vicinity and its participating affiliated Local Unions, are referred to singularly and collectively as “Union(s)” or “Local Unions”; the term “Contractor(s)” shall include 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; “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); Department of Sanitation (DSNY); the New York City Agency that awards a particular contract subject to this Agreement may be referred to hereafter as the “Agency”; 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; the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the [“BCTC” or “Council”]; and the work covered by this Agreement (as defined in Article 3) is referred to as “Program Work.”

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**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 his 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 appended hereto as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Program Work, in whole or in part, except that Program Work which falls within the jurisdiction of the Operating



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Engineers Locals 14 and 15 will be performed under the terms and conditions set out in the Schedule A agreements of Operating Engineers Locals 14 and 15. The Collective Bargaining Agreements 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 Collective Bargaining Agreements 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 Agreement is also covered by a Schedule A Collective Bargaining Agreement, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing 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 on this Program Work unless endorsed in writing by the Construction Manager or such other designee as may be designated by the Agency.

**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 violations of this Agreement by any other Contractor; and the

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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 Program.

**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.

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**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.

**ARTICLE 3-SCOPE OF THE AGREEMENT**

**SECTION 1. WORK COVERED**

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 let prior to December 31, 2018. Subject to the foregoing, and the exclusions below, such Program Work shall mean any and all contracts that predominantly involve the renovation, repair, alteration, 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. This Program Work shall also include JOCS contracts, demolition work, site work, asbestos and lead abatement, painting services, carpentry services, and carpet removal and installation, to the extent incidental to such building rehabilitation of City-owned buildings or structures.

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

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1. Contracts let and work performed in connection with projects carried over, 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, 2018;
2. Contracts procured on an emergency basis;
3. Contracts that do not exceed \$250,000;
4. Contracts for work on streets and bridges and for the closing or environmental remediation of landfills;
5. Contracts with not-for-profit corporations where the City is not awarding or performing the work performed for that entity;
6. Contracts with governmental entities where the City is not awarding or performing the work performed for that entity;
7. 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;
8. Contracts for installation of information technology that are not otherwise Program Work;
9. Task Orders or Work Orders issued under JOCS or Requirements Contracts that do not exceed \$10,000, and JOCS or Requirements Contracts where the monetary value of such contracts predominantly involves such Task Orders or Work

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Orders; and

10. Contracts that do not exceed \$1 Million that are awarded pursuant to prequalified lists (PQLs) established by City agencies where entry on to the PQL is restricted to MWBEs, or a combination of MWBEs together with joint ventures which include at least one MWBE, or contractors who agree to subcontract at least 50% of the contract to MWBEs.

**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, 2018, 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 (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians,

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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 Program 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 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

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other professional consultants, and such laboratory, testing, inspection or surveying firm;  
and

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

**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.

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**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 employ and hire craft employees for Program Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area collective bargaining agreements. Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48 hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Program Work within its jurisdiction from any source other than referral by the Union.



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B. A Contractor may request by name, and the Local will honor, referral of persons 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 180 calendar days prior to the contract award.

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

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 contracts valued at or under five hundred thousand (\$500,000), 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>) 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 180 work days prior to the contract award.

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For such contracts valued at above \$500,000 but less than \$1 million, the Local will honor referrals by name of the second (2<sup>nd</sup>), fifth (5<sup>th</sup>), and eighth (8<sup>th</sup>) employee subject to the foregoing requirements. In both cases, name referrals will thereafter be in accordance with Section 2(B), above.

D. Where a certified MWBE Contractor voluntarily enters into a Collective Bargaining Agreement (“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 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

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specifications, within 48 hours of the request for same, the Contractor may employ qualified minority or female applicants from any other available source.

In the event that the City or a City agency determines to adopt local workforce participation goals to be set forth in an Agency's (or, if applicable Construction Manager's) bid specifications, the City and BCTC will work together to seek agreement on appropriate goals to be set forth in applicable bid documents and to be subject to the provisions 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 will acknowledge the Section 3 obligations of the Construction Manager or Contractor, as applicable, and agree to negotiate a method to 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 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

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will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

**SECTION 6. UNION DUES**

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

**SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS**

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

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**SECTION 8. ON CALL REPAIR REFERRALS**

A. When an Agency awards a contract 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 appropriate affiliated Union that it 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. 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.

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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 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 Work site during such time as bargaining unit work is occurring and subject to otherwise applicable policies pertaining to visitors to the site.

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**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.

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 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.

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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 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,



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

**ARTICLE 7- WORK STOPPAGES AND LOCKOUTS**

**SECTION 1. NO STRIKES-NO LOCK OUT**

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Program Work site for any reason by any Union or employee against any Contractor or employer. There

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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 complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union

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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

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to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

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

E. The 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.

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

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

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

**ARTICLE 8 - LABOR MANAGEMENT COMMITTEE**

**SECTION 1. SUBJECTS**

The Program Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 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 minority and female employees.

**SECTION 2. COMPOSITION**

The Committee 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 may mutually designate an

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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 address; such information is posted at the Program Work Site if already commenced, and is available in the City Record and Notice to Proceed for projects not already commenced.

Grievances as to whether a scope of work is included or excluded from this Agreement shall be submitted to the Labor Management Committee (LMC) in the first instance rather than Step 1 below. To be timely, such notice must be given no later than ten days prior to a bid opening if the grievance is challenging a determination by an Agency that the contract is not subject to this Agreement. For other grievances as to contractor 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:**

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(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 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:**

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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, 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 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.



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(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.

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**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.

**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 Collective Bargaining Agreements 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.

B. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, Contractors who designate employees pursuant to Article 4, Section 2 (B) and (C) (“core” employees) 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 Labor Law, may

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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.

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

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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.

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

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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 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

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law and the PLA 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 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 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

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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.



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**ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS,**

**SHIFTS AND HOLIDAYS**

**SECTION 1. WORK WEEK AND WORK DAY**

A. The standard work week shall consist of 40 hours of work at straight time rates, 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 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 work day must be established at the commencement of the project and may not be altered by the Contractor.

B. In accordance with Program 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.

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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 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 (7 ½) hours where such 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

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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 work days notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts/Saturday and/or Sunday Work - - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the 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. No other premium or other payments for such work shall be required unless such work is in excess of the employee's regularly scheduled work week, i.e., 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 a classification performing Program Work will be paid at the same wage rate regardless of the shift or work scheduled work, subject only to the foregoing provisions.

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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 recognized holiday shall be in accordance with the applicable Schedule A.

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

**SECTION 5. SATURDAY 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

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a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day 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 his 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

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notify each employee directly and confirm that notification has been received. Voice, text, and email messages left for employees without 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.

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**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.

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

**SECTION 11. MEAL PERIOD**

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts or which provides for staggered lunch periods within a

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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.

**ARTICLE 13 - APPRENTICES**

**SECTION 1. RATIOS**

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



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**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.

**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 this 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.

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**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**

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 this 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). There shall be no stacking of trades on temporary services, 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, age or any other status provided by law, in any manner prohibited by law or regulation.

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**SECTION 2. LANGUAGE OF AGREEMENT**

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

**ARTICLE 17- GENERAL TERMS**

**SECTION 1. PROJECT RULES**

A. The 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".

**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.

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**SECTION 3. SUPERVISION**

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

**SECTION 4. TRAVEL ALLOWANCES**

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

**SECTION 5. FULL WORK DAY**

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

**SECTION 6. COOPERATION AND WAIVER**

The Construction Manager, Contractors and the Unions will cooperate in seeking any NYS Department of Labor, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on 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, and similar differentials and premiums. This Agreement does not, however,

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constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

**ARTICLE 18. SAVINGS AND SEPARABILITY**

**SECTION 1. THIS AGREEMENT**

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of Program funding or any New York State Labor Law exemption for all or any part of the 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

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basis, or is otherwise determined to be in violation of law, or may cause the loss of Program funding or any New York State Labor Law exemption for all or any part of the 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 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.

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**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 Collective Bargaining Agreements that are the basis for the Schedule A notify the Agency and Construction Manager in writing of the changes agreed to in that Area Collective Bargaining which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on 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 Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

**SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS**

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Program Work by any Local Union involved in the renegotiation of Area

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Local Collective Bargaining Agreements 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 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 to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

**SECTION 2.**

The Unions and Contractors agree to coordinate with the Program to create and maintain an integrated database of veterans interested in working on this Project and of



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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.

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

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

BY: \_\_\_\_\_  
Gary LaBarbera  
President

FOR NEW YORK CITY

BY:  
Anthony Shorris  
First Deputy Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
ACTING CORPORATION COUNSEL  
NEW YORK CITY

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LIST OF SIGNATORY UNIONS
Boiler Makers Local No. 5
Carpenters District Council
Cement Masons No. 780
Concrete Workers, District Council No. 16
Derrickmen and Riggers, Local Union No. 197
Drywall Tapers 1974, District Council 9
Electrical Workers Local No. 3
Glaziers Local Union No. 1087 District Council 9
Heat & Frost Insulators, Local Union No. 12A
Heat & Frost Insulators, Local Union No. 12
Iron Workers District Council
Iron Workers Local Union No. 40
Iron Workers Local No. 361
Laborers Local No. 78, Asbestos & Lead Abatement
Laborers Local 1010 Pavers and Road Builders District Council
Laborers 79 Construction and General Building Laborers
Laborers Local No. 731 Excavators
Mason Tenders District Council
Metal Lathers Local No. 46
Metal Polishers District Council 9
Ornamental Iron Workers Local No. 580
Painters District Council 9
Plumbers Local No. 1
Painters, Decorators & Wallcoverers District Council 9
Painters Structural Steel No. 806
Plasterers Local Union No. 262
Roofers & Waterproofers Local 8
Steamfitters Local Union No. 638
Sheet Metal Workers Local No. 28
Sheet Metal Workers Local No. 137
Teamsters Local Union No. 282
Teamsters Local Union 814
Teamsters Local No. 813 Private Sanitation
Tile, Marble & Terrazzo B.A.C. Local Union No. 7
Elevator Constructors Union Local No. 1

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**SCHEDULE "A"**

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.
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers 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
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

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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
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

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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
Teamsters Local 814	Greater New York Movers and Warehousemen's Bargaining Group
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

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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
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

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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
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



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United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association
International Union of Operating Engineers Local 14-14B	Building Contractors Association
International Union of Operating Engineers Local 14-14B	Contractors Association of Greater NY
International Union of Operating Engineers Local 14-14B	GCA
International Union of Operating Engineers Local 14-14B	The Cement League
International Union of Operating Engineers Local 14-14B	Allied Building Metal Industries, Inc.
International Union of Operating Engineers Local 14-14B	Brick Association
International Union of Operating Engineers Local 14-14B	Independent
International Union of Operating Engineers Local 15	Allied Building Metal Industries, Inc.
International Union of Operating Engineers Local 15-15A	General Contractors Association
International Union of Operating Engineers Local 15D	General Contractors Association
International Union of Operating Engineers Local 15D	Structural Steel Erectors

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International Union of Operating Engineers Local 15-15A	Building Contractors Association
International Union of Operating Engineers Local 15D	Building Contractors Association
International Union of Operating Engineers Local 15-15A	Contractors Association of Greater NY
International Union of Operating Engineers Local 15D	Contractors Association of Greater NY
International Union of Operating Engineers Local 15-15A	The Cement League
International Union of Operating Engineers Local 15D	The Cement League

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ADDITIONAL PARTICIPATING UNIONS

Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers
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ADDITIONAL PARTICIPATING UNION SCHEDULE A

Union	Current Agreement with:
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Associated Brick Masons Contractors
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Building Restoration Contractors Association
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Building Contractors Association
The Stone Setters of Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent
The Plasterers of Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent

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**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 \_\_\_\_\_ 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:

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

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

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

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

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

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

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

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

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

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**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 days 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.



# NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA



## Codes of Conduct

BuildSafeNYC establishes that all BTEA member companies and BCTC member unions establish minimum safety standards on all building construction projects in NYC as follows:

1. The workforce shall adhere to the minimum personal protective equipment (PPE) usage to include:
  - a. ANSI compliant Hard Hats (with ratchet suspension) at all times (supplied by employer)
  - b. Construction-type Work Boots at all times
  - c. Long Pants and shirts with at least short sleeves at all times (no shorts or tank tops)
  - d. ANSI compliant Eye Protection in their possession and used as needed (supplied by employer)
  - e. Adequate Hearing Protection in their possession and used as needed (supplied by employer)
  - f. High-vis traffic vests at street level and when around heavy equipment (supplied by employer)
2. CM and Subcontractor management shall implement a fair and consistent disciplinary policy for all site personnel regarding the adherence to site safety rules and requirements. Likewise, a joint labor / management team will periodically assess project wide implementation of these Codes.
3. CM firms shall maintain minimum standards for workforce restroom, hygiene facilities and housekeeping, initially and throughout the duration of the project.
4. All personnel shall adhere to a strict policy against drug and alcohol possession and use on sites and during hours of work.
5. All personnel shall attend a site safety orientation prior to beginning work. Worker certifications of safety training for specific tasks such as fire watch, flagmen, and safety attendant must be verified.
6. No cell phones, portable media devices, radios or other devices that limit hearing and attention shall be used while working on sites.
7. Ground Fault Circuit Interrupters (GFCI) will be used on all power tools and extension cords.
8. Union trade representatives shall participate in a regularly scheduled site safety meeting on all projects regardless of size.
9. Extreme effort shall be made to isolate the public from all construction activity. Specifically, systems shall be put in place to control falling materials and pedestrian exposure. This should be a top priority for the entire project workforce.
10. Workers shall honor security access control systems to establish entry to sites by authorized personnel only, where applicable.
11. Fall protection management shall be a top project priority. Workers shall maintain and use necessary fall protection systems and procedures where appropriate. Engineering controls and work methods which eliminate, guard, or otherwise control fall hazards shall take priority over personal fall arrest system usage.
12. Where hazardous materials are present, projects shall implement efforts to communicate and control potential exposure to the workforce.

With Full Support and Endorsement of:

*Joseph J. Coletti*

Joseph J. Coletti, President & CEO  
Building Trades Employers Association

**BTEANYC** The Voice of Construction  
Building Trades Employers' Association

*Edward J. Malloy*

Edward J. Malloy, President  
Building and Construction Trades Council



<p><i>James Abadio</i> Boyle Construction</p> <p><i>John J. Maffei</i> Piazza Construction</p> <p><i>John J. Maffei</i> High Construction</p> <p><i>Michael W. Connelly</i> Carpenters Local No. 5</p> <p><i>John E. D'Amico</i> Carpenters Local No. 6</p> <p><i>Michael J. Coletti</i> Concrete &amp; Concrete Workers Local No. 20</p> <p><i>John J. Maffei</i> Carpenters Local No. 1231</p> <p><i>Thomas J. Guaraldi</i> Department of Education Local No. 883</p> <p><i>Nick Liccione</i> Boilers &amp; Welding Local No. 8</p> <p><i>John J. Maffei</i> Boilers &amp; Welding Local No. 7</p>	<p><i>Robert J. DiStasio</i> Turner Construction</p> <p><i>John J. Maffei</i> Gotham Construction</p> <p><i>Michael W. Connelly</i> Carpenters Local No. 5</p> <p><i>John E. D'Amico</i> Carpenters Local No. 6</p> <p><i>Michael J. Coletti</i> Concrete &amp; Concrete Workers Local No. 197</p> <p><i>John J. Maffei</i> Carpenters Local No. 124</p> <p><i>Thomas J. Guaraldi</i> Department of Education Local No. 38</p> <p><i>Nick Liccione</i> Boilers &amp; Welding Local No. 803</p> <p><i>John J. Maffei</i> Boilers &amp; Welding Local No. 24</p> <p><i>Michael W. Connelly</i> Carpenters Local No. 1235</p> <p><i>John E. D'Amico</i> Carpenters Local No. 12</p>	<p style="text-align: center;"><b>Construction Management Firms</b></p> <p><i>Michael W. Connelly</i> Skanska USA Building</p> <p><i>John J. Maffei</i> Structure Tone</p> <p style="text-align: center;"><b>Trade Unions:</b></p> <p><i>Michael W. Connelly</i> Carpenters Local No. 157</p> <p><i>John E. D'Amico</i> Carpenters Local No. 149</p> <p><i>Michael J. Coletti</i> Electricians Local No. 15</p> <p><i>John J. Maffei</i> Iron Workers Local No. 40</p> <p><i>Thomas J. Guaraldi</i> Iron Workers Local No. 46</p> <p><i>Nick Liccione</i> Painters Local No. 282</p> <p><i>Michael W. Connelly</i> NYC District Council of Carpenters</p>	<p><i>Edward J. Malloy</i> Tishman</p> <p><i>John J. Maffei</i> CAVSWELL WINGATE</p> <p><i>Michael W. Connelly</i> Carpenters Local No. 80</p> <p><i>John E. D'Amico</i> Carpenters Local No. 81</p> <p><i>Michael J. Coletti</i> Iron Workers Local No. 951</p> <p><i>John J. Maffei</i> Millwright &amp; Machinery Erectors Local No. 740</p> <p><i>Thomas J. Guaraldi</i> Painters Local No. 815</p> <p><i>Nick Liccione</i> Painters Local No. 816</p> <p><i>Michael W. Connelly</i> NYC DISTRICT COUNCIL OF CARPENTERS</p>
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**APPENDIX VII**

**NOTICE TO ALL PROSPECTIVE CONTRACTORS MINORITY OWNED AND  
WOMEN OWNED BUSINESS AND SCHEDULE B**



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

**ARTICLE I. M/WBE PROGRAM**

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter “Section 6-129”). 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.

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**

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 I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I 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 New York City Department of Small Business Services 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 II (see Pages 2-4) 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; and (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. 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 II (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 II (see Pages 2-4) 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; and (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. 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 II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). 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 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) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7<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 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 III (Page 5) of Schedule B and submit such request no later than fourteen (14) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at **mwbe@dss.nyc.gov**. Bidders, proposers, or contractors, as applicable, who have submitted 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 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 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.

13. 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.

14. 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.

## Part 1: M/WBE Participation Goals

### Contract Overview (To be completed by contracting agency)

APT E-Pin# 09620B0007 FMS Project ID# \_\_\_\_\_  
 Project Title Asbestos Abatement Services Citywide Agency PIN# 20BSEGS09001  
 Contracting Agency HRA Bid/Proposal Response Date \_\_\_\_\_  
 Agency Address 375 Pearl Street City New York State NY ZIP 10038  
 Contact Person James Byrnes Title Senior Technical Advisor  
 Telephone 929-252-2864 Email byrnesj@hra.nyc.gov

Project Description (attach additional pages if necessary)

This contract is intended to remove and dispose of asbestos -containing material (ACM) from floors, pipe lagging, plenum areas and plastered surfaces. Abatement also includes plaster removal, fire proofing material removal. These services require licensed handlers and supervisors. +

Bidder or proposer  is required OR  is not required to specifically identify the contact information of all M/WBE firms they intend to use as a subcontractor on this contract, including the M/WBE vendor name, address and telephone number in the space provided below in Part 2 Section 4.

### M/WBE Participation Goals for Services

Enter the percentage amount for each category or for an unspecified Goal.

Prime Contract Industry: Construction

#### Category and Breakdown:

Unspecified 10.00 %  
 Black American \_\_\_\_\_ %  
 Hispanic American \_\_\_\_\_ %  
 Asian American \_\_\_\_\_ %  
 Women \_\_\_\_\_ %

**Total Participation Goals** 10.00 %  
Line 1

## Part 2: M/WBE Participation Plan

(To be completed by the bidder/proposer unless granted a full waiver, which must be submitted with the bid/proposal in lieu of this form)

### Section 1: Prime Contractor Contact Information

Tax ID# \_\_\_\_\_ FMS Vendor ID# \_\_\_\_\_  
 Business Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
 Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Telephone \_\_\_\_\_ Email \_\_\_\_\_

### Section 3: Contractor M/WBE Utilization Plan

Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

- As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor:  MBE  WBE
- As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.
- As a non-M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable.

### Section 2: M/WBE Utilization Goal Calculation

#### Prime Contractor Adopting Agency Participation Goals

For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.

Total Bid/Proposal Value \$ \_\_\_\_\_  
**multiplied by** **x**  
 Total Participation Goals \_\_\_\_\_ %  
(Line 1 above)

Calculated M/WBE Participation Amount \$ \_\_\_\_\_  
Line 2

**OR**

#### Prime Contractor With Partial Waiver Approval Adopting Revised Participation Goals

For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Revised M/WBE Participation Goals.

Total Bid/Proposal Value \$ \_\_\_\_\_  
**multiplied by** **x**  
 Total Revised Participation Goals \_\_\_\_\_ %

Calculated M/WBE Participation Amount \$ \_\_\_\_\_  
Line 3

**Section 4: General Contract Information**

**What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status?** \_\_\_\_\_ %

Enter a brief description of the type(s) and dollar value of subcontracts for all services you plan to subcontract if awarded this contract, along with the anticipated start and end dates for such subcontracts. For each item, indicate whether the work is designated for participation by an M/WBE. Where the contracting agency's solicitation has indicated a requirement that the bidder or proposer specifically identify the contact information of all M/WBEs they intend to use on this contract, vendors must also include the M/WBE vendor name, address and telephone number in the space provided below. Use additional sheets if necessary.

Description of Work	Start Date (MM/YY)	End Date (MM/YY)	Planned \$ Amount	Designated for M/WBE		M/WBE Vendor Name	M/WBE Address	M/WBE Telephone
				Y	N			
1. _____	____/____/____	____/____/____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) - _____
2. _____	____/____/____	____/____/____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) - _____
3. _____	____/____/____	____/____/____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) - _____
4. _____	____/____/____	____/____/____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) - _____
5. _____	____/____/____	____/____/____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) - _____
6. _____	____/____/____	____/____/____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) - _____
7. _____	____/____/____	____/____/____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) - _____
8. _____	____/____/____	____/____/____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) - _____
9. _____	____/____/____	____/____/____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) - _____
10. _____	____/____/____	____/____/____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) - _____

**Section 5: Vendor Certification and Required Affirmations**

- I hereby:
- acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;
  - affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;
  - agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;
  - agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such Goals are modified by the Agency; and
  - agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, 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.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

# SCHEDULE B – Part 3

## Request for Waiver of M/WBE Participation Requirement

### Contract Overview

Tax ID# \_\_\_\_\_ FMS Vendor ID# \_\_\_\_\_  
 Business Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
 Email \_\_\_\_\_ Telephone \_\_\_\_\_  
 Contracting Agency \_\_\_\_\_  
 APT E-Pin# 09620B0007 \_\_\_\_\_ Bid/Proposal Due Date \_\_\_\_\_

### Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

- Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- Vendor subcontracts some of this type of work but at a lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. Identify your subcontracting plan in the vendor certification section below.
- Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal requested here. Explain under separate cover.

### Vendor Contract History

Using the attached Excel template, list all contracts (for City and Non-City work) performed within the last 3 years and provide the requested information for each contract.

From the list of all contracts, provide reference information below for the 5 most relevant contracts in size, scale and scope (performed for New York City or any other entity) to the bid or proposal for which you are submitting this waiver request. Provide the requested information for each subcontract awarded during the life of the listed reference contract.

Please make sure to highlight the 5 reference contracts provided below among the comprehensive list of all your contract awards within the attached Excel template.

### Reference 1

Agency/Organization \_\_\_\_\_ Contract # \_\_\_\_\_  
 Reference Contact \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_  
 Contract Start Date \_\_\_\_\_ Contract End Date \_\_\_\_\_ Total Contract Value \$ \_\_\_\_\_

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor?       Prime Contractor       Subcontractor

Was the Prime Contract subject to any Goals?       City M/WBE Goals       State Goals       Federal Goals       No Applicable Goals

Did the Prime Contractor meet Goal requirements?       Yes       No       N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

<b>If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.</b>		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
	Percentage of total contract value subcontracted to other vendors	_____ %

**If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.**

\_\_\_\_\_ \$ \_\_\_\_\_

#### M/WBE Participation Goals for Services

**Defined by AGENCY in bid/solicitation documents**  
 Percent of the total contract value to be subcontracted to M/WBE vendors for services and/or credited to an M/WBE Qualified Joint Venture.

Unspecified \_\_\_\_\_ %

Black American \_\_\_\_\_ %

Hispanic American \_\_\_\_\_ %

Asian American \_\_\_\_\_ %

Women \_\_\_\_\_ %

**Total Participation Goals \_\_\_\_\_ %**

---

**Proposed by VENDOR seeking waiver**  
 Percent of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted to M/WBE businesses for services. Or if M/WBE Qualified Joint Venture, percent of total contract value anticipated to be credited to M/WBE vendor(s).

Unspecified \_\_\_\_\_ %

Black American \_\_\_\_\_ %

Hispanic American \_\_\_\_\_ %

Asian American \_\_\_\_\_ %

Women \_\_\_\_\_ %

**Total Participation Goals \_\_\_\_\_ %**



**Reference 4**

Agency/Organization \_\_\_\_\_ Contract # \_\_\_\_\_

Reference Contact \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

Contract Start Date \_\_\_\_\_ Contract End Date \_\_\_\_\_ Total Contract Value \$ \_\_\_\_\_

Prime Contract description \_\_\_\_\_

Did the vendor perform as a Prime Contractor or as a Subcontractor?  Prime Contractor  Subcontractor  
Was the Prime Contract subject to any Goals?  City M/WBE Goals  State Goals  Federal Goals  No Applicable Goals  
Did the Prime Contractor meet Goal requirements?  Yes  No  N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain \_\_\_\_\_

**If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.**  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
Percentage of total contract value subcontracted to other vendors \_\_\_\_\_ %

**If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.**  
\$ \_\_\_\_\_

**Reference 5**

Agency/Organization \_\_\_\_\_ Contract # \_\_\_\_\_

Reference Contact \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

Contract Start Date \_\_\_\_\_ Contract End Date \_\_\_\_\_ Total Contract Value \$ \_\_\_\_\_

Prime Contract description \_\_\_\_\_

Did the vendor perform as a Prime Contractor or as a Subcontractor?  Prime Contractor  Subcontractor  
Was the Prime Contract subject to any Goals?  City M/WBE Goals  State Goals  Federal Goals  No Applicable Goals  
Did the Prime Contractor meet Goal requirements?  Yes  No  N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain \_\_\_\_\_

**If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.**  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
Percentage of total contract value subcontracted to other vendors \_\_\_\_\_ %

**If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.**  
\$ \_\_\_\_\_

**Vendor Certification**

**Identify/list all the work areas you intend on subcontracting on the current anticipated contract for which you are submitting this waiver request.**

*I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith. I further affirm that the work that I did not list as work that will be subcontracted on this contract for which I am submitting this waiver request is work that I have performed on past contracts and will not subcontract if awarded this contract.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

<p><b>Approvals (for Agency completion only)</b></p> <p>ACCO Signature _____ Date _____</p> <p>CCPO Signature _____ Date _____</p>	<p><b>Waiver Determination</b></p> <p><input type="checkbox"/> Full Waiver Approved</p> <p><input type="checkbox"/> Waiver Denied</p> <p><input type="checkbox"/> Partial Waiver Approved</p> <p>Revised Participation Goal _____ %</p>
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**APPENDIX VIII**

**NOTICE TO BIDDERS  
PAYEE INFORMATION PORTAL (PIP)**

## NOTICE TO BIDDERS

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at [www.nyc.gov/pip](http://www.nyc.gov/pip). In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at [pip@fisa.nyc.gov](mailto:pip@fisa.nyc.gov).

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.



**APPENDIX IX**

**WHISTLEBLOWER PROTECTION EXPANSION ACT**

## WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

- (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
  - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
  - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
- (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

- (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.



## REPORTING INFORMATION TO THE NEW YORK CITY DEPARTMENT OF INVESTIGATION

If you have information of any corrupt or fraudulent activities or unethical conduct relating to a New York City funded project or contract, contact:

**Department of Investigation (DOI) Complaint Bureau**  
**212-825-5959**

**or by mail or in person at:**

**DEPARTMENT OF INVESTIGATION**  
**80 MAIDEN LANE, 17th FLOOR**  
**NEW YORK, NEW YORK 10038**  
**Attention: COMPLAINT BUREAU**

**or file a complaint on-line at:**

[www.nyc.gov/doi](http://www.nyc.gov/doi)

*All communications are confidential.*

## THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a contractor or subcontractor that has a contract with the City or a City contractor of more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- To be protected by this law, an employee must report information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract over \$100,000 to DOI or to certain other government officials all of whom must forward the report to DOI.
- Any employee who has made such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.

**APPENDIX X**

**IRAN DIVESTMENT ACT COMPLIANCE RIDER**

**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR  
NEW YORK CITY CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

**Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:**

**(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or**

**(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.**





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**THE CITY OF NEW YORK  
DEPARTMENT OF HOMELESS SERVICES  
HUMAN RESOURCES ADMINISTRATION  
DEPARTMENT OF SOCIAL SERVICES**

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**CONTRACT FOR FURNISHING ALL  
LABOR AND MATERIAL NECESSARY  
AND REQUIRED FOR:**

E-PIN#:09620B0007

PIN#: 20BSEGS09001

SCOPE: ASBESTOS ABATEMENT SERVICES

LOCATION: CITYWIDE

PERIOD OF PERFORMANCE: THIRTY SIX (36) MONTHS FROM DATE OF REGISTRATION

---

.....  
**Contractor**

**Dated:**.....

**Assigned to**.....

---

**APPROVED AS TO FORM**

.....  
**Acting Corporation Counsel**

---

**Dated**.....**20**.....

---

**EXAMINED AND FOUND CORRECT**

.....  
**Contract Clerk  
Comptroller**

---

**Entered in the Comptroller's Office.**

**Dated**.....**20**.....

.....  
**First Assistant Bookkeeper**

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