

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#: 07120B0008

PIN#:20BSEDM04701

SCOPE: PROVISION OF ON-CALL LEAD ABATEMENT SERVICES

LOCATION: BRONX, NOT LIMITED TO THE BOROUGH

PERIOD OF PERFORMANCE: THREE (3) YEARS FROM DATE OF REGISTRATION WITH OPTION TO RENEW
FOR ONE TWO (2) YEAR TERM

ACKNOWLEDGEMENT OF ADDENDA

On-Call Lead Abatement Services in The Bronx

PIN 20BSEDM04701 / EPIN 07120B0008

Bid Due Date: Tuesday, October 6, 2020 by the close of business day.

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

Office of Contracts

OFFICE OF CONTRACTS

Steven Banks
Commissioner

IMPORTANT NOTICE TO ALL PROSPECTIVE BIDDERS

Martha A. Calhoun
General Counsel

PIN 20BSEDM04701 / EPIN 07120B0008

BID DATE: Tuesday, October 6, 2020 by the close of business day.

Vincent Pullo
Agency Chief
Contracting Officer

SCOPE: On-Call Lead Abatement Services in The Bronx

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

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, 37th Floor, New York, NY 10007.

929 221 6347

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) 221-6425 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

**E-PIN : 07120B0008
PIN: 20BSEDM04701**

I. DESCRIPTION OF WORK: PROVISION OF ON-CALL LEAD ABATEMENT SERVICES

II. LOCATION OF WORK: BRONX, NOT LIMITED TO THE BOROUGH

**III. DOCUMENTS AVAILABLE AT: HRA/OFFICE OF CONTRACTS
BID ADMINISTRATION
150 GREENWICH STREET, 37TH FLOOR
NEW YORK, NEW YORK 10007**

IV. PLACE OF BID OPENING: SAME AS ITEM III

V. DATE AND HOUR OF BID OPENING TIME 11:00 AM
DATE _____

VI. PRE-BID CONFERENCE – PLACE SAME AS ITEM III

VII. BID SECURITY: SEE PAGE 9

VIII. INSURANCE: SEE PAGE 13

IX. BOND REQUIREMENTS: SEE PAGE 14

X. AGENCY CONTACT PERSON: ANDREA McGILL
PHONE: (929) 221-6374

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PART I. INFORMATION FOR BIDDERS

SECTION 1. DESCRIPTION AND LOCATION OF WORK

Description of Procurement: | **PROVISION OF ON-CALL LEAD ABATEMENT SERVICES IN THE BRONX, NOT LIMITED TO THE BOROUGH**

SECTION 2. CONTRACT AND DOCUMENT SUBMISSIONS

- 2.1 The New York City Office of the Comptroller employs mechanized scanning devices to process the City's contracts and supporting documents. To assist the Human Resources Administration in complying with the City's requirements for contract registration, we request that your bid and/or proposal conform with the City's below listed guidelines for uniform physical attributes to the greatest degree possible.
- 2.2 The bid and/or proposal and all appendices, supporting documents and related materials included as part of your bid and/or proposal submissions:
- a) Should not be bound with glue, spiral combs, tape, staples or other permanent binding materials.
 - b) Should be restricted to either 8.5" x 11" or 8.5" x 14" page sizes and must 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) Must incorporate a table of contents.
 - d) Should make use of both sides of paper.
 - e) Must be readily decipherable. Off center, third and fourth generation photocopies, and poorly printed copies are not acceptable.
 - f) Should avoid the use of colored paper stock and/or fluorescent highlighting.
 - g) Every page in the bid or proposal, including all appendices and attachments should be numbered consecutively to facilitate reference and review by the evaluation and selection committee.
 - h) Superfluous materials in bid and/or proposals documents that are unnecessary or overly repetitive are not to be incorporated into bids and/or proposals. Clarity and conciseness in the presentation of bids and/or proposals shall be considered in the evaluation process.

Some bidders and/or proposers may wish to comply with this requirement by modifying one copy of their bid and/or proposal as a "registration copy". The registration copy must be an unbound, version of the bid and/or proposal that conforms to the above standards. The registration copy must bear the vendor's certification that it is identical to the presentation copies.

SECTION 3. TIME AND PLACE FOR RECEIPT OF BIDS

- 3.1 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 Comptroller and the Commissioner or their representatives, and of any bidders who may desire to be present.
- 3.2 The completed bid must be submitted in a sealed envelope on or before the time and at the place indicated in the Invitation For Bids. The envelope must be marked with the name of

the person, firm or corporation presenting it, the bid opening date, bid number and bid title. The bid and all other documents requiring signature must be signed and notarized.

SECTION 4. DEFINITIONS

The definitions set forth in Chapter 1, Section 1-01 of the Procurement Policy Board Rules shall apply to this Invitation for Bids.

SECTION 5. INVITATION FOR BID DOCUMENTS

5.1 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.

SECTION 6. PRE-BID CONFERENCE (OPTIONAL)

A(n) mandatory/optional pre-bid conference shall be held on the date, at the time and at the location set forth below:

Time: _____

Date: _____

Place: _____

(including room number, if applicable) |

Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids unless a change is made by written amendment as provided in Section 12, below.

Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of your bid.

Please notify the Agency Contact 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 bid solicitation shall be addressed to:

Name: **ANDREA McGILL**

Address: **150 GREENWICH STREET 37th Floor New York, NY 10007**

Telephone: **(929) 221- 6374**

SECTION 7A. EXAMINATION OF PROPOSED CONTRACT

7A.1 Request for Interpretation or Correction - Prospective bidders must examine the contract documents carefully and before bidding must request the Commissioner in writing 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 by mail or delivered to each person recorded as having received a copy of the contract documents from the Contract Clerk, and which also 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 binding on all bidders, whether or not actual notice of such addendum is shown.

- 7A.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 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 8. BIDDER'S OATH

- 8.1 The bid shall be properly signed by an authorized representative of the Bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.
- 8.2. A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and 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 be subject to possible criminal prosecution.

SECTION 9. SITE VISIT

Where the Invitation For Bids involves performance of services on City facilities, all bidders are under a duty to inspect and are expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract. In no event will a failure to inspect a site constitute grounds for withdrawal of a bid after opening or for a claim after award of the Contract.

SECTION 10. BIDS SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK

The bid shall be typewritten or written legibly in ink. The bid shall be signed in ink. Erasures or alterations shall be initialed by the signer in ink.

SECTION 11. 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 for in Sections 15 and 18, below.

SECTION 12. ACKNOWLEDGMENT OF AMENDMENTS

The receipt of any amendment to the contract documents shall be acknowledged by the Bidder.

SECTION 13. BID SAMPLES AND DESCRIPTIVE LITERATURE

Bid samples and descriptive literature shall not be submitted by the Bidder, unless expressly requested elsewhere in the contract or contract documents. Any unsolicited bid samples or descriptive literature that are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this contract.

SECTION 14. PROPRIETARY INFORMATION/TRADE SECRETS

The Bidder shall identify those portions of bid that they deem to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All materials the Bidder desires to remain confidential shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word

"Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid. All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the Bidder. For those bids that are unsuccessful, all such confidential materials shall be returned to the Bidder [with the exception of one copy, which shall be retained by the City and held in a secure and confidential manner]. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening regardless of any designation of confidentiality made by the Bidder.

SECTION 15. PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written notice received in the office designated on Page i, above, before the time and date set for the bid opening.

If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the Bidder.

All documents relating to the modification or withdrawal of bids shall be made a part of the agency contract file.

SECTION 16. BID EVALUATION AND AWARD

1. General. In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, the responsible bidder whose bid meets the requirements and objectively measurable evaluation criteria set forth in the Invitation For Bids, and whose bid price is the most favorable bid price or, if the Invitation For Bids so states, the lowest responsive and responsible evaluated bid price shall be selected for the contract. A bid shall not be evaluated for any requirement or criterion that is not 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 vendor in an effort to improve the bid to the City with respect to the 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 21, 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 17. LATE BID, LATE WITHDRAWALS AND LATE MODIFICATIONS

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.

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.

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 18. WITHDRAWAL OF BIDS

Except as provided for in Section 15, a bidder may not withdraw its bid before the expiration of forty-five 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.

SECTION 19. MISTAKES IN BIDS

1 General

In accordance with Chapter Three, Section 3-02(m) of the Procurement Policy Board Rules, 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. Bid correction or withdrawal by reason of a non-judgmental mistake is permissible, but only to the extent that it is not contrary to the interest of the City or the fair treatment of other bidders.

2 Mistake Discovered Before Bid Opening

A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15, above.

3 Confirmation of Bid.

When the Contracting Officer knows or has reason to conclude after bids have been publicly opened that a mistake has been made, such officer shall request from the Bidder written verification of the bid. If the Bidder alleges mistake, the bid may be corrected or withdrawn upon written approval of the ACCO if the following conditions are met:

- a. **Minor Informalities.** Minor informalities in bids are matters of form, rather than substance, evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery or contractual conditions is negligible. The Contracting Officer may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the City. Examples include the failure of a bidder to:
 - (i) return the number of signed bids required by the IFB, or
 - (ii) acknowledge receipt of an amendment to the IFB, but only if it is clear from the bid that the bidder received the amendment and intended to be bound by its terms, or the amendment involved had a negligible effect on price, quantity, quality, or delivery.
- 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.

- c. Mistakes Where Intended Correct Bid is Not Evident. Mistakes may not be corrected after bid opening. A bidder may be permitted to withdraw a low bid where a unilateral error or mistake has been discovered in the bid and the Contracting Officer makes the following determination, which shall be approved by the Agency Chief Contracting Officer:
- (i) the mistake was known or made known to the agency prior to vendor selection or within three days after the opening of the bid, whichever period is shorter;
 - (ii) the price bid was based on an error of such magnitude that enforcement would be unconscionable;
 - (iii) the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error;
 - (iv) the error in bid is actually due to an unintentional and substantial arithmetic error or unintentional omission of a substantial quantity of work, labor, material, goods, or services made directly in the compilation of the bid, which unintentional arithmetic error 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
 - (v) it is possible to place the City in the same condition that had existed prior to the receipt of the bid.

Upon approval of the Agency Chief Contracting Officer, the bid may be withdrawn, and the bid bond or other security returned to the Bidder. The contract shall either be awarded to the next lowest bidder or resolicited pursuant to the Procurement Policy Board Rules. Under no circumstances shall a bid be amended or revised to rectify the error or mistake.

4 Mistakes Discovered After Vendor Selection.

Mistakes shall not be corrected after Vendor Selection except where the Agency Chief Contracting Officer, subject to the approval of City Chief Procurement Officer, makes a written determination that it would be unconscionable not to allow the mistake to be corrected.

5 Determinations Required.

When a bid is corrected or withdrawn, or correction or withdrawal is denied, the ACCO shall prepare a determination showing that the relief was granted or denied in accordance with these Rules.

SECTION 20. 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 shall break the tie in the following manner and order of priority:

- (i) Select a certified New York City small minority or woman-owned business entity

bidder;

- (ii) Select a New York City bidder;
- (iii) Select a certified New York State small, minority or woman-owned business bidder;
- (iv) Select a New York State bidder.

2 If two or more bidders still remain equally eligible after application of paragraph (a) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

SECTION 21. 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 Section 25 or 36 hereof; or if
 - b. The Bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
 - c. The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
 - d. The bid, in the opinion of the Commissioner, contains unbalanced bid prices and is thus non-responsive, unless the Bidder can show that the prices are not unbalanced for the probable required quantity of such item, or if the imbalance is corrected pursuant to Section 17.
2. Rejection of All Bids. The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit by bid or by other method authorized by the PPB Rules.

SECTION 22. 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 and has the right to protest a solicitation and award, pursuant to Chapter 2, Section 2-08, of the Procurement Policy Board Rules. In filing an appeal of a determination of non-responsiveness or non-responsibility with HRA in accordance with the Procurement Policy Board Rules, a bidder is to deliver the appeal to the Office of the Commissioner at 150 Greenwich Street, New York, N.Y. 10007.

SECTION 23. CONTRACTOR'S 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 which prohibits discrimination against individuals with a disability, as defined in the ADA, by a public entity in providing services, programs or activities to the public.

SECTION 24. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

This Invitation to Bid is subject to applicable provisions of Federal, State and Local Laws and

executive orders requiring affirmative action and equal employment opportunity.

SECTION 25. 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 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.

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 \$250,000 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 \$250,000 AN ONLINE DISCLOSURE FILING MUST BE COMPLETED.

2. This Section 25 shall only apply to contracts in excess of \$250,000.00 and/or a Contractor whose aggregate business with the City in the preceding 12 months including this contract totals \$250,000.00 or more.
3. 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.
4. The Bidder or contractor shall obtain complete questionnaires from each subcontractor it proposes to use and shall attach such questionnaires to the list of subcontractors it submits to the Commissioner for his or her approval. Subcontractors are required to enroll in PASSPort as well.
5. 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.
6. The Bidder shall duly execute and file all disclosures as applicable, in accordance with Admin. Code § 6-116.2, PPB Rule § 2-08, and the policies and procedures of the Mayor's Office of Contract Services. The bidder acknowledges that the Department's reliance on the

completeness and veracity of the information stated therein is a material condition to the award of the contract, and the bidder represents and warrants that the information it and its principals provide therein is accurate and complete.

SECTION 26. BID PROCESS

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process including fraudulent or unlawful activity, should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York, telephone number (212) 669-3000.

SECTION 27. BID SECURITY

- a. Bid Bond. If required in the Schedule of Bonds and Liability Insurance in this Invitation For Bids, no bid will be received or considered which is not accompanied by a Bid Bond (in the form set forth herein) issued by a surety company which is authorized to do business in the State of New York.
- b. The Bid Bond shall insure the City of New York to the extent of not less than 10% of the amount of the Bid Contract Price.
- c. In lieu of a Bid Bond, the bid may be accompanied by a deposit in approximately the sum of 2% of the amount of the Bid Contract Price. Such deposit shall consist of a money order or a certified check 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, drawn to the City which the Comptroller shall approve as of equal value with the sum so required.
- d. The bid deposit, in whatever form, must not be enclosed in the envelope containing the bid, but must be submitted separately to the Commissioner's representative upon presentation of the bid.
- e. The Bid Bond, or check, or money order, or cash as the case may be, shall assure the City of New York, and the Agency of the adherence of the Bidder to its bid and the execution of the contract, in form as annexed hereto, if its bid is accepted.
- f. 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 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 are not required to be furnished, such bid deposit will be returned by the Comptroller only after the satisfactory completion of the contract.

SECTION 28. FINANCIAL QUALIFICATIONS

- a. 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.

- b. If the Bidder fails or refuses to supply any of the documents or information set forth in paragraph (a) hereof or fails to comply with any of the requirements thereof, the Administrator may reject the bid.

SECTION 29. SUPPLY AND SERVICE BID LANGUAGE

- 1 This contract will be subject to the Mayor's Executive Order No. 50 (1980)(E.O. 50) and the rules and regulations promulgated thereunder. E.O. 50 requires municipal contractors to be equal opportunity employers who do not discriminate against employees and applicants for employment in any employment decision, based on race, color, creed, national origin, sex, age, disability, marital status or sexual orientation.
- 2 Before the contracting agency may award the contract, the proposed contractor (low bidder or identified vendor) must fulfill E.O. 50's requirements in their entirety. The proposed contractor on a contract in excess of \$100,000 must submit to the contracting agency a fully completed Supply and Service Employment Report (ER)(APPENDIX III), if the contractor employs at least 50 employees. (Such covered contractors who employ less than 50 employees must complete and submit an affidavit to that effect. The affidavit is part of the ER.) The contracting agency will send the ER to the Bureau of Labor Services (Bureau) for pre-award review. The contractor must file an ER for each facility involved in performing the contract. The ER requires the contractor to submit four kinds of information:
 - a. information about the nature and results of previous government audits or complaints concerning the contractor's compliance with equal employment opportunity (EEO) requirements, along with copies of existing Affirmative Action Plans (AAPs);
 - b. copies of fringe benefit plans, personnel manuals, employment applications and collective bargaining agreements where applicable;
 - c. information concerning the contractor's employment policies and practices in such areas as recruitment, selection and promotion of employees, validation of selection devices, content and dissemination of EEO policies, pre-employment physical exams, architectural barriers and facilities for disabled employees, compensation and fringe benefits; and
 - d. a detailed analysis of the racial and sexual composition of the contractor's workforce by job group. The contractor must fill out four data tables, including a job match/job group form. The job match/job group form gathers the contractor's job titles into job groups. The other forms require among other things, incumbent, new hire (including salary), promotion and termination (including age) information by race and sex.
- 3 Effective September 1, 1984, instead of completing the data tables (including job match/job group form) contractors that maintain personnel information on a computerized data base will be expected to submit the information on computer tapes in the format set forth by the Bureau. Copies of the format, the ER, E.O. 50 and the rules and regulations are available upon request from the contracting agency.
- 4 The Bureau will review the completed ER and will authorize the contracting agency to award the contract if the Bureau finds that the contractor complies with E.O. 50 and the implementing regulations. However, if the Bureau's review identifies under-utilization of

minorities or women or employment practices that do not comply with E.O. 50, the Bureau may first confer with the contractor to develop an Employment Program to correct these problems. Failure to meet the requirements of E.O. 50 may result in the imposition of sanctions including disapproval of the contractor, or suspension or termination of the contract.

- 5 Every subcontract or purchase order (performing part of the prime contract) in excess of \$100,000 is also subject to the mandates of E.O. 50 and its rules and regulations. The prime contractor must notify each of its subcontractors or vendors of the requirements and the obligation to submit an ER and must ensure that each subcontractor or vendor submits the ER to the contracting agency.
- 6 The contract that the vendor and agency will enter into is mandated to contain E.O. 50 language. The required contractual language is part of Part III., Section 7.7.

SECTION 30. DIVISION OF LABOR SERVICES INFORMATION

- a. Who Must File A Complete Employment Report - (APPENDIX III) In accordance with Executive Order No. 50 (1980) and its implementing Regulations (E.O. 50), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York if you meet all of the following conditions:
 1. you have been identified as the lowest bidder for a supply or service contract or your proposal for supplies or services has been accepted;
 2. the contract value exceeds \$100,000;
 3. your firm employs 50 or more people, and please note that
 4. suppliers, subcontractors or vendors performing on the contract who meet conditions 2 and 3, also must file an ER.
- b. Who Must File A Less Than 50 Employees Certificate
 1. If your company or any of its facilities performing on the contract has fewer than 50 employees, although the contract value exceeds \$100,000, you need only submit a "Less Than 50 Employees Certificate".
 2. If there is subcontractor, supplier or vendor to the prime contractor and any of its facilities performing on the contract has fewer than 50 employees, although the subcontract value exceeds \$100,000, it need only submit the "Less Than 50 Employees Certificate".

SECTION 31. PROCUREMENT POLICY BOARD RULES

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

SECTION 32. PROMPT PAYMENT

- A. The Prompt Payment provisions set forth in Chapter 4, Section 4-06 of the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under a contract resulting from this solicitation. The provisions require the payment to contractors of interest on payments made after the required payment date except as set forth

in subdivisions c(3) and d(2),(3),(4) and (5) of Section 4-06 of the Rules.

- B. The Contractor must 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.
- C. Determinations of interest due will be made in accordance with the provisions of Section 4-06 of the Procurement Policy Board Rules and General Law Section 3-a.

SECTION 33. SUBMISSION OF REQUIRED DOCUMENTATION

- 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. Schedule B – Subcontractor Utilization Plan (if included in this Bid Book);
 - d. Vendor Information Sheet;
 - e. Tax Affirmation.
- 2 Notwithstanding any of the above, the list of forms enumerated in this Section 33 is not an all-inclusive list of the forms required to be submitted with the bid. The solicitation package, an addendum, or a City, State, or Federal law or regulation may require the bidder to submit additional forms with the bid. Failure to provide any other documentation required under this solicitation at the time of bid submission and/or as a pre-requisite to award may result in the bidder being deemed non-responsive by HRA.
- 3 In the event that you are determined by the Department to be the lowest responsible bidder, as provided in this solicitation, within ten (10) days of notification thereof you must supply all documentation or information required pursuant to the solicitation including confirmation of required insurance coverages set forth on pages 12-14 (Schedule of Insurance, Liquidated Damages and Bonds) in such form as may be satisfactory to the Department.
- 4 FAILURE TO COMPLY WITH THE PROVISIONS OF THE NOTICE SHALL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

SECTION 34: SCHEDULE OF INSURANCE, LIQUIDATED DAMAGES, AND BONDS (ALSO REFERRED TO AS “SCHEDULE A”)

E-PIN: 07120B0008
PIN #: 20BSEDM04701

TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Article 7 of Appendix A must be accompanied by a Certification of Insurance Broker or Agent consistent with the form at the end of this schedule 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; and
- Additional insureds consistent with the requirements listed below.

All such certificate(s) of insurance (including Certification(s) of Insurance Broker or Agent, where required) must be sent to the New York City Human Resources Administration, Agency Chief Contracting Officer, ATTN: Contract Management Office (INSURANCE), 150 Greenwich Street, New York, New York 10007.

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

Types of Insurance (per Article 7 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<input checked="" type="checkbox"/> Commercial General Liability Art. 7.03	\$1,000,000.00__ per occurrence \$1,000,000 personal & advertising injury (unless waived in writing by the Department) \$2,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 37, and 2. <i>[If appropriate, insert names of other entities to be covered as Additional Insureds.]</i>
<input type="checkbox"/> Professional Liability Insurance Art. 7.03	\$_____ per occurrence/claim \$_____ aggregate
<input checked="" type="checkbox"/> Workers' Compensation Art. 7.02 <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 7.02 <input checked="" type="checkbox"/> Employers' Liability Art. 7.02	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. Note: New York State Workers' Compensation Board form no. C-105.2 and DB 120.1, State Insurance Fund form no. U-26.3, and Request for

		WC/DB Exemption form no. CE-200 are acceptable. The City will not accept an ACORD form as proof of Workers' Compensation Insurance.
<input checked="" type="checkbox"/> Commercial Auto Liability	Art. 7.03	\$__\$1,000,000.00_ per accident combined single limit If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90
<input checked="" type="checkbox"/> Contractor Pollution Liability and Lead Abatement Contractors Liability	Art. 7.04	\$5,000,000 combined single limit per occurrence for bodily injury or death, and property damage.
<input type="checkbox"/> [OTHER]	Art. 7._____	<i>[See directly above.]</i>
<input checked="" type="checkbox"/> Liquidated Damages		<i>See Specification, <u>Section 13</u></i>
<input checked="" type="checkbox"/> Bonds	Part I, Section 27	100% performance/payment bonds as detailed in Specifications Section 3.K [Bonding requirements for non-construction contracts are not allowed without MOCS' approval. If a bond is required, specify the percentage of the contract price and the type required (bid bond/bid deposit, performance bond, or payment bond).]

PART II. BID DOCUMENTS

A. APPLICATION FOR QUALIFICATION

NOTE TO BIDDERS: 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 () Association ()
Joint Venture () Other ()

- 2. Address _____
- a) Address _____ City _____ State _____
Zip Code _____ Telephone# _____ Fax# _____

- b) Billing Address _____ City _____ State _____
Zip Code _____ Telephone Number _____

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 addresses of all officers of the Corporation.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>TITLE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Are you a partnership? _____
If so, list names and addresses of all partners and their interest:

9. If you are doing business under a trade name, give state and county in which certificate is filed.

_____ State _____ County

(If certificate is filed outside New York City, attach a certified copy of the certificate).

10. Number of employees _____

11. Do you share working premises with any other firm or firms? _____

If so, give the name of the other firm or firms. _____

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 City of New York 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 of

New York? 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 Federal, or any State of City Government, or quasi-public corporation.

1. 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 _____

Address or location where services were performed

2. 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 _____

Address or location where services were performed

3. 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 _____

Address or location where 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 may be required by the Agency concerning the bidder's financial status in order for the Agency to ascertain the bidder's responsibility and capability to perform the contract.

B. Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing

THE FOLLOWING SHALL APPLY TO CONTRACTS IN AN AMOUNT IN EXCESS OF \$250,000.00 AND/OR A CONTRACTOR WHOSE AGGREGATE BUSINESS WITH THE CITY IN THE PRECEDING 12 MONTHS INCLUDING THIS CONTRACT TOTALS \$250,000.00 OR MORE:

1. The Bidder shall complete the online disclosure process required by New York City Admin. Code § 6-116.2 and PPB Rule § 2.08, in their entirety, and submit them through PASSPort prior to the date of bid opening.
2. The bidder or Contractor shall obtain complete disclosures from each subcontractor it proposes to use and shall attach such applications to the list of subcontractors it submits to the Commissioner for his approval.
3. All changes in officers, directors of corporation or members of firms or partnerships made

after the initial submission of the bidder's, contractor's, or subcontractor's disclosures shall be immediately filed with the Department in the form of a sworn statement.

4. 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.

C. BID

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

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

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

ASSISTANT TO THE COMPTROLLER

Thomas C. Nodell, Chief

Division of Labor Law

Office of the Comptroller

PERIOD: _____ To _____

CLASSIFICATION RATE PER HOUR SUPPLEMENTAL BENEFITS |

(Statement of work and period of performance):

E-PIN #: 07120B0008
PIN #: 20BSEDM04701

SCOPE: PROVISION OF ON-CALL LEAD ABATEMENT SERVICES IN THE BRONX, NOT LIMITED TO THE BOROUGH

PERIOD OF PERFORMANCE: THIRTY-SIX (36) MONTHS FROM DATE OF REGISTRATION, WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO (2) YEAR TERM

TOTAL CONTRACT BID: \$ _____ (ENTER FROM PAGE 20E)

(TOTAL CONTRACT BID IN WORDS)

_____ DOLLARS

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

2. THE UNDERSIGNED, in submitting this bid, expressly states and represents as set forth in Section C of this Part II;
3. THE UNDERSIGNED hereby certifies to the truth and accuracy of all figures and answers contained in the Application for Qualification (Section A hereof), and authorizes the Department to make any necessary examination of the books of account, records and vouchers of the Bidder or other investigation to determine its responsibility.

BIDDER (Print) _____

BY _____

(Signature of Person Authorized to sign this bid)

[Type name and title (if any)]

Attest:

(Corporate Seal)

(Secretary of Corporate Bidder) |

**NEW YORK DEPARTMENT OF HOMELESS SERVICES
 FACILITIES & LOGISTICS**

**ON-CALL LEAD ABATEMENT SERVICES IN THE BRONX - ALL CD's
 BID PAGE**

The bid amounts shall include all charges, fees and other miscellaneous costs associated with the activities as bid by the Contractor. All costs to the Contractor shall also include overhead, profit, travel, insurance, permits and all clerical and administrative expenses.

Unit Prices bid and accepted by DHS will determine the Contractor's payment for services rendered. In the event Unit Price deviate significantly from agency estimate, the bid may be deemed non-responsive and may be rejected. A bid which does not include a price for each and every line item may be deemed non-responsive.

Estimated Quantities are for bid comparison only and do not represent a minimum or maximum to be ordered by DHS. The Total Bid Price is for the purpose of determining the apparent lowest bidder, only. Regardless of the Total Bid Price by the winning bidder, the contract award shall not exceed \$10,000,000.

BID PRICES ARE INCLUSIVE OF LABOR, EQUIPMENT, PROFIT AND OVERHEAD

	WORK REQUIRED	UNIT PRICE	MEASURE	EST'D. QTY.	TOTAL PRICE
1	LEAD ABATEMENT:				
1A.	Clean-up and decontamination in accordance with Section 7.F.9 of the Specifications.	\$_____	Per Sq. Ft. Floor Area	60,000	\$_____
2	LEAD ABATEMENT BY ENCLOSURE:				
2A.	Wall and /or ceiling: laminate with ½" thick sheet-rock. Includes tape, plaster, primer and two finish coats of paint.	\$_____	Per Sq. Ft.	360,000	\$_____
2B.	Floor enclosure using vinyl tile or linoleum. Includes adhesive and underlayment.	\$_____	Per Sq. Ft.	3,500	\$_____
3	LEAD ABATEMENT BY WET SCAPE AND PAINT:				
3A.	Wall and/or ceiling, including baseboard, using wet scrape and paint procedure. Includes plaster, primer and two finish coats of paint.	\$_____	Per Sq. Ft.	50,000	\$_____
3B.	Window and trim (stop, stool, apron, sash, casing and header) using wet scrape and paint procedure. Includes primer and two finish coats of paint.	\$_____	Per Window	100	\$_____
3C.	Interior door, including closet door, and door opening (jamb, stop and casing (both faces)) using wet scrape and paint procedure. Includes primer and two finish coats of paint.	\$_____	Per Unit	50	\$_____
3D.	Riser pipe using wet scrape and paint procedure. Includes metal primer and two finish coats of paint.	\$_____	Per Ln. Ft.	400	\$_____
3E.	Radiator using wet scrape and paint procedure. Includes metal primer and two finish coats of paint on both interior and exterior surfaces.	\$_____	Per Radiator	100	\$_____

3F.	Staircase (risers, treads, railing caps, balusters, stringers and newel posts) using wet scrape and paint procedure. Includes primer and two finish coats of paint.	\$ _____	Per Ln. Ft. of Staircase	40	\$ _____
3G.	Kitchen cabinets using wet scrape and paint procedure. Includes primer and two finish coats of paint.	\$ _____	Per Sq. Ft.	300	\$ _____
3H.	Built-in millwork closets, shelving units and breakfronts using wet scrape and paint procedure. Includes primer and two finish coats of paint.	\$ _____	Per Sq. Ft. (Face Area)	250	\$ _____
4	LEAD ABATEMENT BY REPLACEMENT:				
4A.	Baseboard or molding wood replacement, 3/4" x 4" with 3/4" round shoe molding. Includes removal or existing baseboard, primer and two finish coats of paint.	\$ _____	Per Ln. Ft.	35,000	\$ _____
4B.	Window opening (stop, stool, apron, casing and header) replacement. Includes removal of exiting trim, installation of new wood trim with 9/16" x 4 1/4" colonial molding, primer and two finish coats of paint.	\$ _____	Per Ln. Ft.	17,500	\$ _____
4C.	Window and trim (stop, stool, apron, casing and header) replacement: VINYL window, 102" or smaller, double hung, thermal break. Includes removal of exiting window and trim. Installation of new wood trim with 9/16" x 4 1/4" colonial molding, primer and two finish coats of paint.	\$ _____	Per Complete Unit	350	\$ _____
4D.	Window and trim (stop, stool, apron, casing and header) replacement: ALUMINUM DHC30 window, 1/2" or smaller, double hung, thermal break. Includes removal of exiting window and trim, installation of new wood trim with 9/16" x 4 1/4" colonial molding, primer and two finish coats of paint.	\$ _____	Per Complete Unit	1,250	\$ _____
4E.	Interior door opening (jamb, stop and casing (both faces)) wood replacement. Includes removal of existing woodwork, installation of new wood jamb, stop and casings with 9/16" x 4 1/4" colonial molding, primer and two finish coats of paint.	\$ _____	Per Ln. Ft.	17,500	\$ _____
4F.	Interior door and frame replacement, solid core (hardboard), 120" or smaller, 1 1/4" thick. Includes removal of existing door and frame, installation of new pre-hung door with 4 1/4" casings and hardware primer and two finish coats of paint.	\$ _____	Per Complete Unit	2,800	\$ _____
4G.	Apartment entrance steel door and frame replacement, 1 3/4" thick. Includes removal of existing door and frame, installation of new pre-hung steel door with heavy-duty hardware includes interior casing, primer and two finish coats of paint.	\$ _____	Per Complete Unit	700	\$ _____

4H.	Apartment entrance kalamein door (solid core) and frame replacement, 1 3/4" thick. Includes removal of existing door and frame, installation of new pre-hung kalamein door with heavy-duty hardware and interior casing, primer and two finish coats of paint.	\$ _____	Per Complete Unit	105	\$ _____
4I.	Apartment entrance steel door replacement, 1 3/4" thick. Includes removal of existing door, installation of new steel insert door with heavy-duty hardware, primer and two finish coats of paint.	\$ _____	Per Door	175	\$ _____
4J.	Kitchen wall cabinet replacement, using minimum 1/2" thick press-wood with laminate finish, 12" depth x 30" height and as required width. Includes removal of existing cabinet.	\$ _____	Per Sq. Ft. (Face Area)	1750	\$ _____
4K.	Kitchen base cabinet replacement, using minimum 1/2" thick press-wood with laminate finish, 24" depth x 36" height and as required width, with counter top (2 drawers and 2 doors below) Includes removal of existing cabinet.	\$ _____	Per Sq. Ft. (Face Area)	1,750	\$ _____
4L.	Bathroom/lavatory wall storage unit (medicine cabinet) replacement, using 16" wide and 23 5/8" high replacement medicine cabinet with light fixture. Includes removal and proper disposal of existing cabinet and repair of wall as required.	\$ _____	Each	70	\$ _____
4M.	Millwork built-in closets, shelving units and breakfronts removal and proper disposal. Include, removal of exposed grounds, brackets and supports, patching or veneering with sheetrock as required to restore a flat, true wall surface. Joints are to be sealed with tape and compound and surface to be painted with primer and two finish coats of paint. Repair floor and ceiling as required.	\$ _____	Each	49	\$ _____
4N.	Millwork built-in closets, shelving units and breakfronts replacement. Includes removal and disposal of doors, drawers, exposed grounds, brackets and supports, patching or veneering with sheetrock as required to restore a flat, true wall surface. Joints are to be sealed with tape and compound and surface to be painted with primer and two finish coats of paint. Repair floor and ceiling as required.	\$ _____	Per Sq. Ft.	2,800	\$ _____
4O.	Modular ceiling tile and suspension system demo, removal and proper disposal. Includes enclosure or lamination of underlying ceiling with 1/2" thick sheetrock, tape, plaster, primer and two finish coats of paint.	\$ _____	Per Sq. Ft.	5,600	\$ _____

4P.	Sheetrock or plaster and lath ceiling material, and modular ceiling tile and suspension system, removal and proper disposal. Includes installation of 5/8" sheetrock ceiling secured to the underside of the structural joints. Joints to be sealed with tape and compound and surface to be painted with primer and two finish coats of paint.	\$ _____	Per Sq. Ft.	5,600	\$ _____
4Q.	5/8" sheetrock ceiling on metal furring channels (shimmed as required to produce a level, flat surface) installation. Joints to be sealed and surface to be painted with primer and two finish coats of paint.	\$ _____	Per Sq. Ft.	7,000	\$ _____
4R.	Inactive dumbwaiter shaft door and frame removal and proper disposal. Seal shaft opening with two hour rated construction (four inch concrete masonry units or US Gypsum Shaft Wall orequal). Restore wall to a flat true surface. Joints to be sealed with tape and compound and surface to be painted with primer and two finish coats of paint.	\$ _____	Each	175	\$ _____
4S.	Wooden staircase parts replacement. Treads: oak 1 1/4" x 11 1/2. Riser: oak 3/4" x 7 1/2". Railing caps, balusters, stringers, newel posts.	\$ _____	Per Ln. Ft. of Staircase	700	\$ _____
5	LEAD ABATEMENT BY PAINT REMOVAL:				
5A.	Baseboard or molding (8" or smaller) paint removal to bare substrate. Includes primer and two finish coats of paint.	\$ _____	Per Ln. Ft.	3,150	\$ _____
5B.	Window opening (stop, stool, apron, casing and header) paint removal to bare substrate. Includes primer and two finish coats of paint.	\$ _____	Per Ln. Ft.	3,150	\$ _____
5C.	Window (slop, stool, apron. sash. casing and header) paint removal to bare substrate. Includes primer and two finish coats of paint.	\$ _____	Per Window	70	\$ _____
5D.	Interior door opening (jamb, slop and casing (both faces)) paint removal to bare substrate. Includes primer and two finish coats of paint.	\$ _____	Per Ln. Ft.	2,800	\$ _____
5E.	Interior door, closet door or apartment entrance door paint removal to bare substrate. Includes primer and two finish coats of paint.	\$ _____	Per Sq. Ft.	2,800	\$ _____
5F.	Riser pipe paint removal to bare substrate. Includes metal primer and two finish coats of paint.	\$ _____	Per Ln. Ft.	5,250	\$ _____
5G.	Radiator paint removal to bare substrate. Includes metal primer and two finish coats of paint.	\$ _____	Per Radiator	882	\$ _____
5H.	Staircase (risers, treads, railing caps, balusters, stringers and newel posts) paint removal to bare substrate. Includes primer and two finish coats of paint.	\$ _____	Per Ln. Ft.	700	\$ _____

5I.	Floor paint removal to bare substrate. Includes fill and two coats of polyurethane.	\$ _____	Per Sq. Ft.	700	\$ _____	
5J.	Kitchen wall or base cabinet paint removal to bare substrate. Includes primer and two finish coats of paint.	\$ _____	Per Sq. Ft.	525	\$ _____	
6	Interior Apartment Room Painting (for lead free surfaces not abated): including scrape, plaster and paint walls, ceiling , baseboards, doors, windows, woodwork, radiators, riser pipes, closets and cabinets (interior/exterior).	\$ _____	Per Sq. Ft.	175,000	\$ _____	
7	Additional Materials and Consumables Requirements Allowance:					
7A.	Mark-up on Additional Materials and Consumables: (((\$250,000 x 5% Overhead) x 5% Profit)					\$275,625
8	Additional Labor Requirements Allowance:					
8A.	Mark-up on Additional Labor: (((\$500,000 x 5% Overhead) x 5% Profit)					\$551,250

TOTAL BID AMOUNT \$ _____

DATE:

NAME OF COMPANY

COMPANY ADDRESS

NAME OF AUTHORIZED REPRESENTATIVE

(PRINT)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SIGN)

EIN/SS#

TELEPHONE NUMBER

EMAIL ADDRESS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

(\$_____) Dollars, lawful money of the United States, for the 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 enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

PERFORMANCE BOND 2

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default, and shall protect the said City of New York against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said City or its officers or agents of which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said PRINCIPAL, or his (their, its) agents or servants, or the improper performance of the said work by the said PRINCIPAL, or his (their, its) agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, if requested to do so by the City, to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if the City determines that the Principal, for any cause, has failed or neglected to fully perform and complete such Work. The Surety (Sureties) further agrees to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within such time as the City may fix. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or Work to be performed there under, or by any payment there under, or by any payment there under before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due there under; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

PERFORMANCE BOND 3

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

(Seal) _____(L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that 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 he signed his name thereto by like order.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, before me personally appeared _____ 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 he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 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 he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * *

Affix Acknowledgments and Justification of Sureties.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

(\$_____) Dollars, lawful money of the United States, for the 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 enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

PAYMENT BOND 2

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

PAYMENT BOND 3

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed there under, or by any payment there under before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due there under and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

PAYMENT BOND 4

IN WITNESS HEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal) _____(L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that 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 he signed his name thereto by like order.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, before me personally appeared _____ 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 he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 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 he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * *

Affix Acknowledgments and Justification of Sureties

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).

AFFIRMATION

The undersigned Proposer or Bidder affirms and declares that said proposer or Bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not 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 or 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 VENDOR**

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 as well as to provide the City a means of identifying of business which seek City Contracts.

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

D. STATEMENTS AND REPRESENTATIONS OF BIDDER

THE BIDDER MAKES THE FOLLOWING STATEMENTS AND REPRESENTATIONS AS PART OF THIS BID AND SHALL EXECUTE AN AFFIRMATION WHICH APPEARS ON PAGE 21 OF THIS BID PACKAGE:

1. That the Bidder, if an individual, is of lawful age. 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.
2. That the Bidder and each person signing on behalf of any bidder 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 which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor; and
 - (c) No attempt has been made or will 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 councilperson 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 taxes, and is not a defaulter, as surety or otherwise, upon any obligation to the City of New York, and has not been declared not 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 on its bid, its Tax Identification Number.
3. That the said Bidder has inspected the site where the services are to be performed and is satisfied as to all general and local conditions that may affect the cost of performance of the contract.
4. That the Bidder has examined all parts of this Proposal for Bid, 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 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.

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 it, the Bidder and its sub-contractors engaged in the performance of the contract: (1) will 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 adopted pursuant thereto as more expressly and in detail set forth in the contract form.

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, (1) represents that 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 sub-contractors engaged in the performance (1) will 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 form: and (2) will 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 will 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.

AFFIDAVIT WHERE BIDDER IS A CORPORATION

State of New York, County of _____, ss:

_____ being duly sworn, says, I am the
_____ of the above named 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

Subscribed and sworn to before me
this _____ day of _____, 20__

NOTARY PUBLIC

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

State of New York, County of _____, ss:

_____ being duly sworn, says, 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 respects true.

Signature

Subscribed and sworn to before me
this _____ day of _____ 20 __

NOTARY PUBLIC

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

State of New York, County of _____, ss:

_____ being duly sworn, says, I am the individual who executed the foregoing bid. I have knowledge of the several matters therein stated, and they are in all respects true.

Signature

Subscribed and sworn to before me

this _____ day of _____ 20 __

NOTARY PUBLIC

PART III. AGREEMENT

THIS AGREEMENT, made and entered into [this ____ day of _____ 20____ by and between the City of New York acting through the Department of Homeless Services/Department of Social Services (“Department”) located at 150 Greenwich Street, New York, New York 10007 and _____ "Contractor") located at _____.]

ARTICLE 1. DEFINITIONS; COMPONENTS OF AGREEMENT

1.1 The definitions set forth in Article 1 of Appendix A apply herein.

1.2. The term “Contract” or “Agreement” includes the following components except for such portions thereof as may be specifically excluded and except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience):

1. The advertisement and Proposal for Bids;
2. The Bid;
3. The Agreements;
4. Budget Director's Certificate;
5. The Specifications;
6. The Contract Drawings;
7. All addenda issued by the Commissioner prior to the receipt of all bids;
8. All provisions required by law to be inserted in this contract whether actually inserted or not; and
9. The notice of award.

ARTICLE 2. SCOPE OF SERVICES

The Contractor agrees to perform all the services described in the Specifications attached hereto as Part IV of the Proposal for Bid.

ARTICLE 3. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall be **thirty-six (36) months from the date of registration, with the option to renew for one (1) additional two (2) year term.**

ARTICLE 4. PAYMENT

4.1. The City agrees to pay and the Contractor agrees to accept, as full payment for the complete and satisfactory performance of the services required herein, an amount not to exceed \$_____, such amount being based upon the Contractor's Bid for the work or

services required as set forth in Part II (BID) of the Proposal for Bid, and in the case where such bid is a unit price, upon the quantity, volume, amount or period of work or services or materials estimated by the Department to be required multiplied by such unit Bid Price. Any such estimated quantity, volume, amount or period of work or services or materials is an estimate based upon experience. The Department shall neither be required to order any quantity or amount or period thereof, nor shall it be limited by any such estimate, but the quantity or amount or period ordered and paid for shall be that which is actually required by the Department and provided by the Contractor.

- 4.2 The Contractor shall submit numbered invoices for payment on a monthly basis, unless otherwise agreed. Such invoices shall set forth the services for which payment is requested, and approval thereof by the Department shall be a pre-requisite to payment. All payments shall be subject to such provisions for set-off as may be set forth in this Agreement and in the Specifications attached hereto.

ARTICLE 5. PRICING

- 5.1 The Contractor shall, whenever required during the Agreement, 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.
- 5.2 The price of any change order, or contract modification subject to the conditions of Article 5.1, 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 vendor which was inaccurate, incomplete, or not current as of the date agreed upon between the parties.
- 5.3 Time for Certification. The Contractor must certify that the cost or pricing data submitted is accurate, complete, and current as of a mutually determined date.
- 5.4 Refusal to Submit Data. When any Contractor refuses to submit the required data to support a price, the Contracting Officer shall not allow the price.
- 5.5 Certificate of Current Cost or Pricing Data: Form of Certificate. In those cases when cost or pricing data is required, a certification shall be made in accordance with Section 2-06 of the PPB rules and such certification shall be retained in the agency contract file.

ARTICLE 6

The Contractor agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

APPENDIX A

**GENERAL PROVISIONS GOVERNING CONTRACTS FOR
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ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

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

A. “Agency Chief Contracting Officer” or “ACCO” means the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. “Agreement” means the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. “City” means the City of New York.

D. “City Chief Procurement Officer” or “CCPO” means the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. “Commissioner” or “Agency Head” means the head of the Department or his or her duly authorized representative. The term “duly authorized representative” shall include any person or persons acting within the limits of his or her authority.

F. “Comptroller” means the Comptroller of the City of New York.

G. “Contractor” means the entity entering into this Agreement with the City.

H. “Days” means calendar days unless otherwise specifically noted to mean business days.

I. “Department” or “Agency” means the City agency or office through which the City has entered into this Agreement.

J. “Law” or “Laws” means the New York City Charter (“Charter”), the New York City Administrative Code (“Admin. Code”), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York

and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. “Procurement Policy Board” or “PPB” means the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules that have broad application throughout the City.

L. “PPB Rules” means the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York (“RCNY”), § 1-01 *et seq.*

M. “SBS” means the New York City Department of Small Business Services.

N. “State” means the State of New York.

ARTICLE 2 – REPRESENTATIONS, WARRANTIES, CERTIFICATIONS, AND DISCLOSURES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that, with respect to securing or soliciting this Agreement, the Contractor is in compliance with the requirements of the New York State Lobbying Law (Legislative Law §§ 1-a *et seq.*). The Contractor makes such representation and warranty to induce the City to enter into this Agreement and the City relies upon such representation and warranty in the execution of this Agreement.

B. For any breach or violation of the representation and warranty set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section 2.01(B) are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

A. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Section 2.02(B) shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

Section 2.03 Certification Relating to Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy, or directive, the prices and other material terms set forth in this Agreement that have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the

same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section 2.03.

Section 2.04 Disclosures Relating to Vendor Responsibility

The Contractor represents and warrants that it has duly executed and filed all disclosures as applicable, in accordance with Admin. Code § 6-116.2, PPB Rule § 2-08, and the policies and procedures of the Mayor's Office of Contract Services. The Contractor acknowledges that the Department's reliance on the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and the Contractor represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Disclosure Relating to Bankruptcy and Reorganization

If the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven days of filing.

Section 2.06 Authority to Execute Agreement

The Contractor represents and warrants that: (i) its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part; (ii) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; and (iii) once executed and delivered, this Agreement will constitute its legal, valid and binding obligation, enforceable in accordance with its terms.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

A. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the right to execute it, or the right, title, or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. 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. Any such assignment, transfer, conveyance, or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance, or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's disclosure that is required by PPB Rule § 2-08(e) must be submitted within 30 Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the

necessary facilities, skill, integrity, past experience, and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Department shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section 3.01 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.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Section 3.02 Subcontracting

A. In accordance with PPB Rule § 4-13, all subcontractors must be approved by the Department prior to commencing work under a subcontract.

1. *Approval when subcontract is \$20,000 or less.* The Department hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000.00. The Contractor must submit monthly reports to the Department listing all such subcontractors and shall list the subcontractor in the City's Payee Information Portal (www.nyc.gov/pip).

2. *Approval when subcontract is greater than \$20,000.*

The Contractor shall not enter into any subcontract for an amount greater than \$20,000.00 without the prior approval by the Department of the subcontractor.

b. Prior to entering into any subcontract for an amount greater than \$20,000.00, the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor, the portion of the work and materials that it is to perform and furnish, and the estimated cost of the subcontract. If the subcontractor is providing professional services under this Agreement for which professional liability insurance

or errors and omissions insurance is reasonably commercially available, the Contractor shall submit proof of professional liability insurance in the amount required by Article 7. In addition, the Contractor shall list the proposed subcontractor in the City's Payee Information Portal (www.nyc.gov/pip) and provide the following information: maximum subcontract value, description of subcontractor work, start and end date of the subcontract, and the subcontractor's industry.¹

c. Upon receipt the information required above, the Department in its discretion may grant or deny preliminary approval for the Contractor to contract with the subcontractor.

d. The Department shall notify the Contractor within 30 Days whether preliminary approval has been granted. If preliminary approval is granted, the Contractor shall provide such documentation as may be requested by the Department to show that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the required work, including, the proposed subcontract and/or any of the items listed in PPB Rule 4-13(d)(3).

e. Upon receipt of all relevant documentation, the Department shall 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 perform work unless approved by the Department.

f. For proposed subcontracts that do not exceed \$25,000.00, the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within 45 Days of the Department's receipt of the written request for approval or, if PPB Rule 2-08(e) is applicable, within 45 Days of the Department's acknowledged receipt of fully completed disclosures for the subcontractor.

B. All subcontracts must be in writing. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the Agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

¹ Assistance establishing a Payee Information Portal account and using the system may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the Agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.05(D) and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

C. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

D. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

E. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Section 3.02(A) if revocation is deemed to be in the interest of the City in writing on no less than 10 Days' notice unless a shorter period is warranted by considerations of health, safety, integrity issues, or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

F. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties, and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

G. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section 3.02.

H. The Contractor shall report in the City's Payee Information Portal payments made to each subcontractor within 30 days of making the payment. If any of the information provided in accordance with Section 3.02(A)(2)(b) changes during the term of this Agreement, the Contractor shall update the information in such Portal accordingly. Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Department declaring the Contractor in default of the Agreement 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 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the City agree that the Contractor is an independent contractor and not an employee, subsidiary, affiliate, division, department, agency, office, or unit of the City. Accordingly, the Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, assert the existence of any relationship or status on the part of the Contractor, with respect to the City, that differs from or is inconsistent with that of an independent contractor.

Section 4.02 Employees and Subcontractors

All persons who are employed by the Contractor and all the Contractor's subcontractors (including without limitation, consultants and independent contractors) that are retained to perform services under or in connection with this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while the Contractor is engaged under this Agreement. Nothing in this Agreement, and no entity or person's performance pursuant to or in connection with this Agreement, shall create any relationship between the City and the Contractor's employees, agents, subcontractors, or subcontractor's employees or agents (including without limitation, a contractual relationship, employer-employee relationship, or quasi-employer/quasi-employee relationship) or impose any liability or duty on the City (i) for or on account of the acts, omissions, liabilities, rights or obligations of the Contractor, its employees or agents, its subcontractors, or its subcontractor's employees or agents (including without limitation, obligations set forth in any collective bargaining agreement); or (ii) for taxes of any nature; or (iii) for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Contractor or any other entity (including without limitation, Workers' Compensation coverage, Employers' Liability coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage, employee health and welfare benefits or employee retirement benefits, membership or credit). The Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, (i) hold themselves out as, or claim to be, officials or employees of the City, including any department, agency, office, or unit of the City, or (ii) make or support in any way on behalf of or for the benefit of the Contractor, its employees, officers, or agents any demand, application, or claim upon or against the City for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Contractor or any other entity. Except as specifically stated in this Agreement, nothing in the Agreement and no performance pursuant to or in connection with the Agreement shall impose any liability or duty on the City to any person or entity whatsoever.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful, and skilled in the work for which he or she shall be employed. Whenever the

Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five Days' written notice. The Commissioner may direct the Contractor to prohibit the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

Section 4.04 Minimum Wage; Living Wage

A. Except for those employees whose minimum wage is required to be fixed in accordance with N.Y. Labor Law §§ 220 or 230 or by Admin. Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section 4.04 shall be deemed a material breach of this Agreement.

B. If this Agreement involves the provision of homecare services, day care services, head start services, services to persons with cerebral palsy, building services, food services, or temporary services, as those services are defined in Admin. Code § 6-109 ("Section 6-109"), in accordance with Section 6-109, the Contractor agrees as follows:

1. The Contractor shall comply with the requirements of Section 6-109, including, where applicable, the payment of either a prevailing wage or a living wage, as those terms are defined in Section 6-109.

2. The Contractor shall not retaliate, discharge, demote, suspend, take adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of Section 6-109, for seeking or communicating information regarding rights conferred by Section 6-109, for exercising any other rights protected under Section 6-109, or for participating in any investigatory or court proceeding relating to Section 6-109. This protection shall also apply to any employee or his or her representative who in good faith alleges a violation of Section 6-109, or who seeks or communicates information regarding rights conferred by Section 6-109 in circumstances where he or she in good faith believes it applies.

3. The Contractor shall maintain original payroll records for each of its covered employees reflecting the days and hours worked on contracts, projects, or assignments that are subject to the requirements of Section 6-109, and the wages paid and benefits provided for such hours worked. The Contractor shall maintain these records for the duration of the term of this Agreement and shall retain them for a period of four years after completion of this Agreement. For contracts involving building services, food services, or temporary services, the Contractor shall submit copies of payroll records, certified by the Contractor

under penalty of perjury to be true and accurate, to the Department with every requisition for payment. For contracts involving homecare, day care, head start or services to persons with cerebral palsy, the Contractor shall submit either certified payroll records or categorical information about the wages, benefits, and job classifications of covered employees of the Contractor, and of any subcontractors, which shall be the substantial equivalent of the information required in Section 6-109(2)(a)(iii).

4. The Contractor and all subcontractors shall pay all covered employees by check and shall provide employees check stubs or other documentation at least once each month containing information sufficient to document compliance with the requirements of the Living Wage Law concerning living wages, prevailing wages, supplements, and health benefits. In addition, if this Agreement is for an amount greater than \$1,000,000.00, 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 Department). For any subcontract for an amount greater than \$750,000.00, 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 Department).

5. The Department will provide written notices to the Contractor, prepared by the Comptroller, detailing the wages, benefits, and other protections to which covered employees are entitled under Section 6-109. Such notices will be provided in English, Spanish and other languages spoken by ten percent or more of a covered employer's covered employees. Throughout the term of this Agreement, the Contractor shall post in a prominent and accessible place at every work site and provide each covered employee a copy of the written notices provided by the Department. The Contractor shall provide the notices to its subcontractors and require them to be posted and provided to each covered employee.

6. The Contractor shall ensure that its subcontractors comply with the requirements of Section 6-109, and shall provide written notification to its subcontractors of those requirements. All subcontracts made by the Contractor shall be in writing and shall include provisions relating to the wages, supplements, and health benefits required by Section 6-109. No work may be performed by a subcontractor employing covered employees prior to the Contractor entering into a written subcontract with the subcontractor.

7. Each year throughout the term of the Agreement and whenever requesting the Department's approval of a subcontractor, the Contractor shall submit to the Department an updated certification, as required by Section 6-109 and in the form of the certification attached to this Agreement, identifying any changes to the current certification.

8. Failure to comply with the requirements of Section 6-109 may, in the discretion of the Department, constitute a material breach by the Contractor of the terms of this Agreement. If the Contractor and/or subcontractor receives written notice of such a

breach and fails to cure such breach within 30 Days, the City shall have the right to pursue any rights or remedies available under this Agreement or under applicable law, including termination of the Agreement. If the Contractor fails to perform in accordance with any of the requirements of Section 6-109 and fails to cure such failure in accordance with the preceding sentence, and there is a continued need for the service, the City may obtain from another source the required service as specified in the original Agreement, or any part thereof, and may charge the Contractor for any difference in price resulting from the alternative arrangements, and may, as appropriate, invoke such other sanctions as are available under the Agreement and applicable law. In addition, the Contractor agrees to pay for all costs incurred by the City in enforcing the requirements of Section 6-109, including the cost of any investigation conducted by or on behalf of the Department or the Comptroller, where the City discovers that the Contractor or its subcontractor(s) failed to comply with the requirements of this Section 4.04(B) or of Section 6-109. The Contractor also agrees, that should it fail or refuse to pay for any such investigation, the Department is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.

Section 4.05 Non-Discrimination in Employment

A. General Prohibition. To the extent required by law, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities, due to pregnancy, childbirth, or a related medical condition, due to status as a victim of domestic violence, stalking, or sex offenses, or due to religion.

B. N.Y. Labor Law § 220-e. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by N.Y. Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement 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, disability, sex 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;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of \$50.00 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section 4.05.

The provisions of this Section 4.05(B) shall be limited to operations performed within the territorial limits of the State of New York.

C. Admin. Code § 6-108. If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by Admin. Code § 6-108, that:

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.

2. It shall be unlawful for any person or any servant, agent or employee of any person, described in Section 4.05(C)(1) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

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 Section 4.05(C) shall, upon conviction thereof, be punished by a fine of not more than \$100.00 or by imprisonment for not more than 30 Days, or both.

D. E.O. 50 -- Equal Employment Opportunity

1. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) (“E.O. 50”), as revised, and the rules set forth at 66 RCNY §§ 10-01 *et seq.* No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

a. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status 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;

b. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners’, partners’ or shareholders’ race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

c. 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, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

d. 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;

e. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the SBS, Division of Labor Services (“DLS”); and

f. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held

pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

- a. Disapproval of the Contractor; and/or
- b. Suspension or termination of the Agreement; and/or
- c. Declaring the Contractor in default; and/or

d. In lieu of any of the foregoing sanctions, imposition of an employment program.

3. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

4. The Contractor agrees to include the provisions of the foregoing Sections 4.05(D)(1)-(3) in every subcontract or purchase order in excess of \$100,000.00 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Section 4.05(D)(4).

5. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof 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. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Section 4.05(D)(5).

6. Nothing contained in this Section 4.05(D) shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

Section 4.06 Paid Sick Leave Law

A. *Introduction and General Provisions.*

1. 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.² Contractors of the City or of other governmental entities may be required to provide sick time pursuant to the PSLL.

2. The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the Admin. 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”).

3. The Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this Agreement. The Contractor further acknowledges that such compliance is a material term of this Agreement and that failure to comply with the PSLL in performance of this Agreement may result in its termination.

4. The Contractor must notify the ACCO in writing within 10 Days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this Agreement. 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 PSLL and Rules.

5. The PSLL is summarized below for the convenience of the Contractor. The Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL 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 PSLL. The Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

B. *Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.*

² Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant Admin. Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

1. 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.

2. 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 40 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.

3. An employee entitled to sick time pursuant to the PSL may use sick time for any of the following:

a. 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;

b. 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;

c. closure of such employee’s place of business by order of a public official due to a public health emergency; or

d. such employee’s need to care for a child whose school or childcare provider has been closed due to a public health emergency.

4. 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.

5. 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.

6. 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.

C. *Exemptions and Exceptions.* Notwithstanding the above, the PSL does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

3. 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;

4. 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;

5. 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;

6. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

7. 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

8. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *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 PSSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSSL.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the PSSL. 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>.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the PSSL 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 PSSL.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the PSSL, 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 PSSL has occurred, it has the right to issue a notice of violation to the employer.

2. DCA has the power to grant an employee or former employee all appropriate relief as set forth in Admin. 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 PSSL civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the PSSL 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 PSSL 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 PSSL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule, or regulation.

Section 4.07 Whistleblower Protection Expansion Act

A. In accordance with Local Laws 30 and 33 of 2012, codified at Admin. Code §§ 6-132 and 12-113, respectively,

1. 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 Agreement 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.

2. 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 this Section 4.07, 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.

3. Contractor shall post a notice provided by the City (attached hereto) in a prominent and accessible place on any site where work pursuant to the Agreement is performed that contains information about:

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 Agreement; and

b. the rights and remedies afforded to its employees under Admin. Code §§ 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 Agreement.

4. For the purposes of this Section 4.07, “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.

5. This Section 4.07 is applicable to all of Contractor’s subcontractors having subcontracts with a value in excess of \$100,000.00; accordingly, Contractor shall include this Section 4.07 in all subcontracts with a value in excess of \$100,000.00.

B. Section 4.07 is not applicable to this Agreement if it is valued at \$100,000.00 or less. Sections 4.07(A)(1), (2), (4), and (5) are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency. Section 4.07(A)(3) is neither applicable to this Agreement if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents, and other evidence, and to utilize appropriate accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, documents, other evidence relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the books, records, documents, and other evidence must be retained until the completion of such litigation, claim, or audit. Any books, records, documents, and other evidence that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, documents, or other evidence that are created in the regular course of business as a paper copy may be retained in an electronic format provided that they satisfy the requirements of N.Y. Civil Practice Law and Rules (“CPLR”) 4539(b), including the requirement that the reproduction is created in a manner “which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes.” Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records, documents, or other evidence on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in Section 5.02, the City, including the Department and the Department’s Office of the Inspector General, as well as City, State, and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, documents, and other evidence maintained or retained by or on behalf of the Contractor pursuant to this Article 5. Notwithstanding any provision herein regarding notice of inspection, all books, records, documents, and other evidence of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department’s Office of the Inspector General, the Comptroller, and/or federal auditors without prior notice and at no additional cost to the City. The Contractor shall make such books, records documents, and other evidence available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed. If observation of particular services or activity would constitute a waiver of a legal privilege or violate the Law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession’s services in New York State, the Contractor shall promptly inform the Department or other entity seeking to observe such work or activity. Such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner that allows the representatives to ensure that services are being performed in accordance with this Agreement.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section 5.03.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources, or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section 5.04.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such items or material (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms "books," "records," "documents," and "other evidence" refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City 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.

B.

1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or 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, or 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, or;

2. If any person refuses to testify for a reason other than the assertion of his or 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;

C.

6. The Commissioner or Agency Head 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.

7. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. The disqualification for a period not to exceed five 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

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 Agreement, 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.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

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.

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.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

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 Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either

circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term “license” or “permit” as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term “person” as used in this Section 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.

3. The term “entity” as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term “member” as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The

obligation under this Section 5.08 to hold reports, information or data confidential shall not apply where the Contractor is legally required to disclose such reports, information or data, by virtue of a subpoena, court order or otherwise (“disclosure demand”), provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for to disclose such reports, information or data and (2) if requested by the Department, the Contractor shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to the Department the disclosure demand for such reports, information or data.

B. The Contractor shall provide notice to the Department within three days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least 24 hours prior to any statement to the press or at least five business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or

submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section 5.08 shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights and Ownership of Work Product

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

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 the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

The Contractor shall maintain the following types of insurance if and as indicated in Schedule A (with the minimum limits and special conditions specified in Schedule A) throughout the term of this Agreement, including any applicable guaranty period. All insurance shall meet the requirements set forth in this Article 7. Wherever this Article 7 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.

Section 7.02 Workers’ Compensation, Disability Benefits, and Employers’ Liability Insurance

A. The Contractor shall maintain workers’ compensation insurance, employers’ liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or in regard to, all employees providing services under this Agreement

B. Within 10 Days of award of this Agreement or as otherwise specified by the Department, and as required by N.Y. Workers’ Compensation Law §§ 57 and 220(8), the Contractor shall submit proof of Contractor’s workers’ compensation insurance and disability benefits insurance (or proof of a legal exemption) to the Department in a form acceptable to the New York State Workers’ Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

1. Form C-105.2, *Certificate of Workers’ Compensation Insurance*;
2. Form U-26.3, *State Insurance Fund Certificate of Workers’ Compensation Insurance*;
3. Form SI-12, *Certificate of Workers’ Compensation Self-Insurance*;
4. Form GSI-105.2, *Certificate of Participation in Worker’s Compensation Group Self-Insurance*;
5. Form DB-120.1, *Certificate of Disability Benefits Insurance*;

6. Form DB-155, *Certificate of Disability Benefits Self-Insurance*;
 7. Form CE-200 – *Affidavit of Exemption*;
 8. Other forms approved by the New York State Workers’ Compensation Board;
- or
9. Other proof of insurance in a form acceptable to the City.

Section 7.03 Other Insurance

A. *Commercial General Liability Insurance.* The Contractor shall maintain commercial general liability insurance in the amounts specified in Schedule A covering operations under this Agreement. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and “occurrence” based rather than “claims-made.” Such coverage shall list the City, together with its officials and employees, and any other entity that may be listed on Schedule A as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26 and, if construction is performed as part of the services, ISO Form CG 20 37.

B. *Commercial Automobile Liability Insurance.* If indicated in Schedule A and/or if vehicles are used in the provision of services under this Agreement, the Contractor shall maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial 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.

C. *Professional Liability Insurance.*

1. If indicated in Schedule A, the Contractor shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Agreement. The policy or policies shall cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Contractor or anyone employed by the Contractor.

2. All subcontractors of the Contractor providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified

in Schedule A. At the time of the request for subcontractor approval, the Contractor shall provide to the Department, evidence of such professional liability insurance on a form acceptable to the Department.

3. Claims-made policies will be accepted for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

D. *Crime Insurance.* If indicated in Schedule A, the Contractor shall maintain crime insurance during the term of the Agreement in the minimum amounts listed in Schedule A. Such insurance shall include coverage, without limitation, for any and all acts of employee theft including employee theft of client property, forgery or alteration, inside the premises (theft of money and securities), inside the premises (robbery or safe burglary of other property), outside the premises, computer fraud, funds transfer fraud, and money orders and counterfeit money. The policy shall name the Contractor as named insured and shall list the City as loss payee as its interests may appear.

E. *Cyber Liability Insurance.* If indicated in Schedule A, the Contractor shall maintain cyber liability insurance covering losses arising from operations under this Agreement in the amounts listed in Schedule A. The City shall approve the policy (including exclusions therein), coverage amounts, deductibles or self-insured retentions, and premiums, as well as the types of losses covered, which may include but not be limited to: notification costs, security monitoring costs, losses resulting from identity theft, and other injury to third parties. If additional insured status is commercially available under the Contractor's cyber liability insurance, the insurance shall cover the City, together with its respective officials and employees, as additional insured.

F. *Other Insurance.* The Contractor shall provide such other types of insurance in the amounts specified in Schedule A.

Section 7.04 General Requirements for Insurance Coverage and Policies

A. Unless otherwise stated, all insurance required by Section 7.03 of this Agreement must:

1. be provided by companies that may lawfully issue such policies;
2. have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization

acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department; and

3. be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance) and any other entity listed as an additional insured in Schedule A.

B. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

C. There shall be no self-insurance program, including a self-insurance retention, exceeding \$10,000.00, with regard to any insurance required under Section 7.03 unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City and any other additional insured listed on Schedule A with all rights that would be provided by traditional insurance required under this Article 7, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

D. The limits of coverage for all types of insurance for the City, including its officials and employees, and any other additional insured listed on Schedule A that must be provided to such additional insured(s) 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.

Section 7.05 Proof of Insurance

A. For each policy required under Section 7.03 and Schedule A of this Agreement, the Contractor shall file proof of insurance and, where applicable, proof that the City, including its officials and employees, is an additional insured with the Department within ten Days of award of this Agreement. The following proof is acceptable:

1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in Schedule A of this Agreement) and any endorsements by which the City, including its officials and employees, have been made an additional insured; or

2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

B. Proof of insurance confirming renewals of insurance required under Section 7.03 must be submitted to the Department prior to the expiration date of the coverage. Such proof must meet the requirements of Section 7.05(A).

C. The Contractor shall provide the City with a copy of any policy required under this Article 7 upon the demand for such policy by the Commissioner or the New York City Law Department.

D. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article 7 (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

E. If the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 7 shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the address referred to in Section 14.04 and Schedule A and to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.06 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by Section 7.03 and Schedule A, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not be covered under such policy if this Agreement requires that the City be an additional insured (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York, including its officials and employees, as additional insured" (such notice shall also include the name of any other entity listed as an additional insured on Schedule A) and contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. 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. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City, together with its officials and employees, and any other entity listed as an additional insured on Schedule A 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 together with its officials and employees, and any other entity listed as an additional insured on Schedule A.

B. The Contractor's failure to maintain any of the insurance required by this Article 7 and Schedule A shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article 7 shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. With respect to insurance required by Section 7.03 and Schedule A (but not including professional liability/errors and omissions insurance), the Contractor waives all rights against the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A for any damages or losses that are covered under any insurance required under this Article 7 (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 subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also list the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from injury, damage, or loss resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by negligence, any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with Law or any of the requirements of this Agreement. Insofar as the facts or Law relating to any of the foregoing would preclude the City or its officials or employees from being completely indemnified by the Contractor, the City and its officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City and its officials and employees regardless of whether or not the alleged infringement, violation, or unauthorized use arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any of the foregoing would preclude the City and its officials and employees from being completely indemnified by the Contractor, the City and its officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The Contractor's obligation to indemnify, defend and hold harmless the City and its officials and employees shall neither be (i) limited in any way by the Contractor's obligations to obtain and maintain insurance under this Agreement, nor (ii) adversely affected by any failure on the part of the City or its officials or employees to avail themselves of the benefits of such insurance.

Section 8.06 Actions By or Against Third Parties

A. If any claim is made or any action brought in any way relating to Agreement other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance that the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five business days of the initiation by or against the Contractor of any legal action or proceeding relating to this Agreement.

Section 8.07 Withholding of Payments

A. If any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. If any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a set-off in the event that an insurance company that provided insurance pursuant to Section 7.03 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section 8.07 are not exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officials and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. The Contractor deviates from the requirements of this Agreement without a duly approved and executed change order document or written contract modification or amendment at its own risk.

Section 9.02 Changes Through Fault of Contractor

If any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

ARTICLE 10 - TERMINATION, DEFAULT, REDUCTIONS IN FUNDING, AND LIQUIDATED DAMAGES

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. In its sole discretion, the City shall have the right to terminate this Agreement, in whole or in part, upon the request of the Contractor to withdraw from the Contract, in accordance with the provisions of Section 10.05.

C. If the City terminates this Agreement pursuant to this Section 10.01, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State, and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section 10.02(A) shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Section 10.02(A), above, 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 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 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, however, that the Department shall not be bound to utilize any of the Contractor's suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section 10.02, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this Section 10.02 shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this Agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. §§ 1961 *et seq.*, or the Mail Fraud Act, 18 U.S.C. §§ 1341 *et seq.*, for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Contractor shall have ten Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section 10.03.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section 10.03. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five business days' notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section 10.03, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess 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, may be charged against and deducted out of monies earned by the Contractor.

Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

F. If the City terminates the Agreement pursuant to this Section 10.04, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section 10.05 and Section 14.04. For termination without cause, the effective date of the termination shall not be less than ten Days from the date the notice is personally delivered, or 15 Days from the date the notice is either sent by certified mail, return receipt requested, delivered by overnight or same day courier service in a properly addressed envelope with confirmation, or sent by email and, unless the receipt of the email is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within 45 Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;
2. Furnishing within 45 Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;
3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

4. Submitting to the Department, within 90 Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant, unless the Department waives, in writing, the requirement that a certified public accountant or licensed public accountant make such report; and

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section 10.06, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article 10 shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

Section 10.07 Liquidated Damages

If Schedule A or any other part of this Agreement includes liquidated damages for failure to comply with a provision of this Agreement, the sum indicated is fixed and agreed as the liquidated damages that the City will suffer by reason of such noncompliance and not as a penalty.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. With some exceptions, the provisions generally require the payment to the

Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 Electronic Funds Transfer

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer 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 Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the “EFT Vendor Payment Enrollment Form” available from the Agency or at <http://www.nyc.gov/dof> in order to provide the commissioner of the Department of Finance with information necessary for the 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 Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section 11.02 to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Department may waive the requirements of this Section 11.02 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 best interest of the City.

C. This Section 11.02 is applicable to contracts valued at \$25,000.00 and above.

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, 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 (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

Subject to Section 12.03, the parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section 12.02, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section 12.02.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section 12.03 and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section 12.03 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, or to termination other than for cause.

2. For construction and construction-related services this Section 12.03 shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section 12.03 shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section 12.03 shall be 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 Section 12.03 shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section 12.03, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section 12.03 and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing (“Notice of Dispute”) to the Agency Head within the time specified herein, or, if no time is specified, within 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 Agreement. 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 30 Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, 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 Agency Head 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.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head 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 Agency Head'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 Agency Head participated therein. The Agency Head 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 Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section 12.03 as the Contractor initiating the dispute.

3. Agency Head Determination. Within 30 Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this Section 12.03. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within 30 Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief 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 Agency Head; (ii) a copy of the decision of the Agency Head; 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 Agency Head, except at the request of the Comptroller.

2. Agency Response. Within 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 Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. 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 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.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have 45 Days from his or her receipt of all materials referred to in Paragraph (E)(3) above 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 90 Days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section 12.03 as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer (“CCPO”) or his or 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

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 individuals 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 represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section 12.03, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller’s Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH’s offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within 30 Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH’s offices 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 the consent of the parties, for an initial period of up to 30 Days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB 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 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 CDRB. The CDRB, 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 CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within 45 Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed 90 Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. 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 30 Days after the date the parties are formally notified of the CDRB's decision.

6. Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB'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 CDRB'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 CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section 12.03 shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section 12.03.

Section 12.04 Claims and Actions

A. Any claim, that is not subject to dispute resolution under the PPB Rules or this Agreement, 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 provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six months after the final payment under this Agreement, or within six months of the termination or expiration of this Agreement, or within six months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officials, Agents, or Employees

No claim shall be made by the Contractor against any official, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

This Agreement is subject to the PPB Rules. If there is a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 13.04 Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Section 13.05 Unlawful Discrimination in the Provision of Services

A. *Discrimination in Public Accommodations.* With respect to services provided under this Agreement, the Contractor shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, partnership status, marital status, disability, presence of a service animal, race, color, national origin, alienage, citizenship status, or military status, or any other class of individuals protected from discrimination in public accommodations by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

B. *Discrimination in Housing Accommodations.* With respect to services provided under this Agreement, the Contractor shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, partnership status, marital status, presence of children, disability, presence of a service or emotional support animal, race, color, national origin, alienage or citizenship status, lawful occupation, or lawful source of income (including income derived from social security, or any form of federal, state, or local public government assistance or housing assistance including Section 8 vouchers), or any other class of individuals protected from discrimination in housing accommodations by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

C. *Admin. Code § 6-123.* In accordance with Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the Admin. Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of \$50,000.00 that such subcontractor shall not engage in any such unlawful discriminatory practice.

D. *Immigration status.* In connection with the services provided under this Agreement, the Contractor shall not inquire about the immigration status of a recipient or potential recipient of such services unless (i) it is necessary for the determination of program, service or benefit eligibility or the provision of City services or (ii) the Contractor is required by law to inquire about such person's immigration status.

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 *et seq.* ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor's compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan ("Compliance Plan") which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). If the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor's failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Voter Registration

A. *Participating Agencies.* Pursuant to Charter § 1057-a, if this Agreement is made by and through a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section 13.06. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; SBS; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Hygiene; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. *Distribution of Voter Registration Forms.* In accordance with Charter § 1057-a, the Contractor, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

1. The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal, or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

2. The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department's request.

3. The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.

4. The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage-paid City Board of Elections voter registration form to or with its application, renewal, recertification, and change of address forms.

5. The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the City or State Board of Elections.

6. For the purposes of Paragraph A of this Section 13.06, the word "Contractor" shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section 13.06 shall not apply to services that must be provided to prevent actual or potential danger to life, health, or safety of any individual or of the public.

C. *Assistance in Completing Voter Registration Forms.* In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

2. In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

3. If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.

D. *Required Statements.* In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

2. No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

3. The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

4. The Contractor and the Contractor's employees shall not:

a. seek to influence an applicant's political preference or party designation;

b. display any political preference or party allegiance;

c. make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

d. make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

e. register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this Section 13.06 are material conditions of this Agreement.

F. The provisions of this Section 13.06 do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

Section 13.07 Political Activity

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 13.08 Religious Activity

There shall be no religious worship, instruction, or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 13.09 Participation in an International Boycott

A. 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, 50 U.S.C. Appendix. §§ 2401 *et seq.*, or the regulations of the United States Department of Commerce promulgated thereunder.

B. 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, of 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 or her option, render forfeit and void this Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.10 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) 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.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Section 13.11 Access to Public Health Insurance Coverage Information

A. Participating Agencies. Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section 13.11 applies as provided in Paragraph B of this Section 13.11, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section 13.11. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and

Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. **Applicability to Certain Contractors.** This Section 13.11 shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of \$250,000.00 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. "Contractors" to whom this Section 13.11 applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of the subcontractor's contractual obligation.

C. **Distribution of Public Health Insurance Pamphlet.** In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter "pamphlet"), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter § 1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section 13.11 shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

Section 13.12 Distribution of Personal Identification Materials

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 (“E.O. 150”), if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section 13.12. The participating City agencies are: Administration for Children’s Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency’s plans developed pursuant to E.O. 150.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section 14.01 shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to modify any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses and email addresses specified in Schedule A (and if not specified in Schedule A, as specified at the beginning of this Agreement) as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. 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 email and, unless receipt of the e-mail is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

Nothing in this Section 14.04 shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not 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 or bidder to receive public contract except _____.

Full name of Proposer or Bidder *[below]*

Address _____

City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

C - Corporation

EMPLOYER IDENTIFICATION NUMBER _____

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 or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer's disqualification. Social Security numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

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.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION
DEPARTMENT OF SOCIAL SERVICES

By _____

Title _____
CONTRACTOR

By _____

Title _____
(President or Vice President
if a Corporation)

Where Contractor is a Corporation
affix Seal:

()
(Corporate)
(Seal)
()

Attest: _____
Secretary or Assistant Secretary

|

ACKNOWLEDGEMENT (DEPARTMENT)

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On the ___ day of _____ 20 __, before me personally came _____, to me known and known to me to be _____ of the HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purpose therein mentioned.

NOTARY PUBLIC

ACKNOWLEDGEMENT (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 he resides at _____, that he is the _____ of the _____, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC

ACKNOWLEDGEMENT (INDIVIDUAL)

STATE OF _____)
 :SS:
COUNTY OF _____)

On the ___ day of _____ 20___, before me personally came _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

NOTARY PUBLIC

ACKNOWLEDGEMENT (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 _____, and described in and who executed the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said firm.

NOTARY PUBLIC

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX _____ DATED _____
BUDGET DIRECTOR'S CERTIFICATE NO. C- _____ DATED _____

ADMINISTRATOR'S CERTIFICATE

I hereby certify the following:

That the specifications contained herein comply with the terms and conditions of the BUDGET; and

In conformity with the provisions of Section 6-101 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 the within contract, amounting to

_____ (\$ _____) Dollars

is chargeable to the fund of the Department of Homeless Services, entitled: Code

Agency Chief Contracting Officer, **Office of Contracts**
Human Resources Administration

COMPTROLLER'S CERTIFICATE

The City of New York, _____ 20_____

In pursuance of the provisions of 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
|

PART IV. CONTRACT SPECIFICATIONS

Contract Specifications

**SPECIFICATIONS TO FURNISH LABOR AND
MATERIALS AS REQUIRED BY DHS FOR**

**THE PROVISION OF ON-CALL LEAD ABATEMENT
SERVICES**

**IN THE BRONX, NOT LIMITED TO THE BOROUGH – 36 MONTHS,
WITH ONE TWO (2) YEAR RENEWAL OPTION**

PIN: 20BSEDM04701

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SECTION 1 INTENT

The New York City Department of Homeless Services (“DHS” or the “Department”) intends to enter into a contract (the “Contract”) with a contractor (the “Contractor”) which shall perform On-Call Lead Abatement Services (“Lead-Based Paint Abatement” or “Services”) in the Bronx, but not limited to the borough (for example, the Contractor may be required to perform occasional work in Brooklyn, Queens, Manhattan, or Staten Island as specified herein). The Contractor shall provide the Services specified herein in accordance with these Specifications, in order to ensure a safe and functional environment at facilities operated by DHS or the New York City Human Resources Administration (“HRA”), including sites owned or leased by the City of New York, or leased by DHS or HRA client service providers.

This Contract is for the removal and/or prevention of Lead-Based Paint hazards. The Contractor shall furnish all labor, materials, tools, and equipment necessary and required for the proper performance and completion of all services as set forth herein. This Contract includes jobs of varying sizes, including smaller jobs where apartments may still be occupied by tenants and the Contractor will be required to cordon off the affected area. It is also the intent of this Contract to include any items not specifically mentioned in these Specifications, but which are obviously necessary for the proper execution of this work. This is an On-Call Contract based on the Contractor’s unit rates listed on the Bid Sheets for abatement by replacement work, with no guaranteed minimum amount of work to be performed by the Contractor.

SECTION 2 TERM OF CONTRACT

- A.** This Contract shall commence upon written Notice to Proceed and shall remain in effect for thirty-six (36) months thereafter, unless terminated sooner pursuant to the terms stated herein. DHS reserves the right to order any portion, all, or none of the Services that are the substance of this Contract.
- B.** DHS retains the right and option to renew the Contract for one (1) additional two (2) year term, subject to the availability and appropriation of funds for such renewal period, upon sixty (60) days prior notification to the Contractor of the Department’s intent to renew.
 - 1. If DHS exercises its option to renew this Contract the Contractor may request an increase in its bid rates, however no increase shall be granted for the Contractor’s overhead and profit. Any such increase shall be in accordance with the percentage change in the “Consumer Price Index for all Urban Consumers, All Items” published by the Bureau of Law Statistics of the U.S. Department of Labor (“CPI”). For the avoidance of doubt, no increases shall be applied to the bid rates during the initial term of the Contract indicated in **Section 2.A** above.
 - 2. The contract rate increase, if any, will be determined by adding the percentage increase indicated in the CPI in effect for the second year of the

Contract (compared to the first year of the Contract), and the CPI in effect in the third year of the Contract (compared to the second year of the Contract). The total percentage increase will be the Contract Rate Increase. The Contractor must submit with its request a copy of the CPI index and such other documentation as reasonably requested by DHS showing in detail the basis for the requested Contract Rate Increase.

SECTION 3 BIDDER QUALIFICATIONS

- A.** 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 DHS 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.”
- B.** The apparent low bidder must demonstrate to the satisfaction of DHS, prior to award, its capacity to successfully complete the Services as described in these Specifications and meet the qualification requirements herein. The award of the Contract shall be contingent on Contractor’s ability to demonstrate, to the satisfaction of the Department, that Contractor has liquid assets and/or established lines of credit with recognized financial institutions to cover six (6) months of payroll and operating costs for all contracts held by the firm.
- C.** DHS may require any bidder to furnish all books of accounts, records, vouchers, statements or other information concerning the bidder’s financial status for examination in order to ascertain the bidder’s responsibility and capability to perform the Contract. DHS may require personnel information and staff qualifications to determine if the Contractor has sufficient resources to meet Contract obligations in accordance with Section 2-08 of the PPB Rules, and Contractor shall notify DHS of any changes to such personnel throughout the term of the Contract.
- D.** Contractor must have a minimum of three (3) years’ experience in lead abatement, and a minimum of two (2) years’ work experience in carpentry, painting and plastering, within a five (5) year period prior to the bid opening date. Contractor must also employ personnel that have been certified or trained in the same.
- E.** Contractor must demonstrate that it has sufficient administrative staff, infrastructure and expertise, and Adequate Personnel to perform no less than ten (10) simultaneous abatement jobs at different locations, in the manner described herein. Such experience must be documented at the time of the bid, through a

minimum of three references of previous customers for work of this size and scope, which references shall be subject to DHS verification.

- F.** The selected Contractor must possess and maintain all licenses, certifications and insurance necessary to perform the services required under this Contract, including but not limited to being licensed by the United States Environmental Protection Agency (“EPA”) in accordance with 40 CFR part 745, subparts L or Q in order to perform Lead-Based Paint Abatement activities. The selected Contractor shall submit copies of all required licenses, certifications and Certificates of Insurance with its Bid. Verification of all such documentation is required prior to Contract award. Certificates of Insurance must clearly state that they are in effect throughout the term of this Contract.
- G.** Upon request, Contractor must provide documentation for the following:
1. Contractor’s Respiratory Protection Program as required by OSHA regulations 29 CFR 1926.62 and the EPA lead contractor license.
 2. Evidence that Contractor has successfully performed and completed at least five (5) significant Lead-Based Paint Abatement contracts within the past year. Contractor shall supply the names and telephone numbers of individuals familiar with the work performed.
 3. All workers and supervisors must have valid EPA certifications, or proof that they have successfully completed the EPA sponsored or modeled training courses in the field of Lead-Based Paint Abatement, and copies of their respirator fit tests and medical forms as required.
- H.** If requested by DHS, each bidder shall be prepared to submit a listing of all similar contracts held within the past three (3) years, outlining whom the contract is/was between, along with the name and information of the contact person for each listed contract.
- I.** In the event a bidder is currently providing services to private and/or public organizations, any subsequent low bid by that same bidder for any additional or similar contract will be evaluated to determine the bidder’s ability to perform the additional services required under the additional contracts.
- J.** A bidder shall submit all requested information/documentation within five (5) calendar days upon receipt of a written notice from DHS.
- K.** The Contractor shall, prior to or at the time of execution of this contract, deliver to the City a performance bond and a payment bond, if such bonds are required, having as surety thereunder such surety company or companies as are approved by the Comptroller. Such Performance and Payment Bonds in the amount of a minimum of \$500,000 each shall be obtained by the selected vendor and shall remain in effect throughout the term of the Contract awarded as a result of this

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

- L. Bidders' qualification requirements must be met by the time of the bid opening unless otherwise specified. Failure to meet the above requirements may result in a determination of non-responsiveness.

SECTION 4 CONTRACT QUESTIONS AND PRE-BID CONFERENCE

- A. Any questions regarding the administration of this Contract should be addressed to:

New York City Department of Homeless Services
Competitive Sealed Bids, Attn: Contract Officer
150 Greenwich Street, 37th Floor
New York, New York 10007
Telephone # (929) 221-6374, Fax # (929) 221-0756

All questions regarding the Scope of Work of this Contract should be addressed to:

Melody Bandison, Director, Expense & Capital Contracts
New York City Department of Homeless Services
Facilities and Logistics
10107 Farragut Road
Brooklyn, New York 11236
Telephone # (718) 688-8540, Fax # (917) 637-8006

All questions during the term of the Contract should be referred to a designated DHS representative whose contact information will be provided at the Contract Initiation Meeting.

- B. Each prospective bidder is strongly advised to attend an optional Pre-Bid Conference prior to submission of its bid. This will serve to clarify specification requirements and resolve potential matters of alternative interpretations and intent regarding the Specifications and/or Contract. The Pre-Bid Conference will be held at the following location:

**Office of Contracts
150 Greenwich Street, 37th Floor
New York, NY 10007**

- C. DHS will set the date and time of the Conference.

SECTION 5 THE BID

- A. The Contract will be awarded to the lowest responsive and responsible bidder. Dollar values shown are for bidding estimate purposes only and do not reflect the actual amounts of work to be ordered by the Department. The Total Bid Price indicated on the Bid Sheets is for the purpose of determining the lowest bidder, however the contract shall be awarded in the amount of \$10,000,000 regardless of the Total Bid Price submitted by the winning bidder. The Contractor will be paid based on services rendered in accordance with its bid rates, and the award of the Contract for \$10,000,000 shall not be construed as a guaranteed payment of that amount. The Department makes no representations as to the total amount of work to be ordered.

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 installers 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 obliged 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. It is the Contractor's responsibility to ensure familiarity and compliance with the rules stated above.

- C. On all Bid Sheets, starting at Page 20-A, bidders shall enter their Unit Prices for providing each item of service listed, in the "Unit Price" column. The Total Amount for each item will be determined by multiplying the Unit Price by the estimated quantity. Each Unit Price entered by a bidder represents the total cost to the Department for that item of service, inclusive of Prevailing Wage obligations, statutory benefits, overhead, profit, insurance and all other charges. The Total Bid Amount on Page 20-E will be determined by adding the Total Amount for each item, plus the stipulated allowances under Parts 7 and 8.

1. For units of service not specifically mentioned in the Bid Sheets or quantities less than the minimum unit of measure for that item, the Contractor shall be paid for actual labor and materials provided to the Department under Part 7 (Additional Materials and Consumables Allowance) and Part 8 (Additional Labor Requirements Allowance) of the Bid Sheets. Parts 7 and 8 are non-biddable portions and are inclusive of a 5% markup for overhead and 5% markup for profit, which Contractor

shall be permitted to invoice for such additional approved work. The overall Additional Materials and Consumables Allowance is not to exceed \$275,625 for the term of the Contract, and the overall Additional Labor Requirements Allowance is not to exceed \$551,250 for the term of the Contract.

- a. **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 Department. Part 7 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 Department shall receive the actual invoiced price.
 - b. **Markup for Price Quotations.** During the term of the Contract, if the Department 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 7 of the Bid Sheets, on the lowest quote. Upon request of the bidder and for good cause shown, the Department may waive this procedure for a particular item provided that the bidder’s proposed price for the material is demonstrated to be cost reasonable.
2. All sundries items, such as wire nuts, tape, screws, bolts, etc., shall be considered part of the unit price.
 3. Upon notification of award, the selected Contractor shall provide DHS with proof of the Contractor’s actual expenditures for statutory and supplemental benefits.
 4. In addition to the bid prices entered on the Bid Sheets, the selected Contractor may bill additional charges for specific items set forth on the Bid Sheets, in accordance with the provisions of **Subsection D below**, and **Section 12** hereto (Payment for Services). Such additional charges are fixed prices, inclusive of overhead and profit, and Contractor shall not be entitled to bill for additional overhead and profit on such charges.

- D.** The following charges will apply in addition to the bid amount for the following items set forth in the Bid Sheets, when such materials are required by an approved Work Order:
1. Window: A standard size window is defined as any window having a combined length plus width dimension of 216” or less. An additional charge of twenty-five dollars (\$25) per window will be allowed for each window installed of combined width plus length in excess of 216”.
 2. Door: A standard size door is defined as any door having a combined height plus width dimension of 120” or less. An additional charge of twenty-five dollars (\$25) per door will be allowed for the installation of any door of combined width plus height in excess of 120”.
 3. Baseboard: A standard size baseboard is defined as any baseboard having a width of four inches (4”). An additional charge of one dollar and fifty cents (\$1.50) per linear foot will be allowed for the installation of any baseboard molding with a width in excess of four inches (4”). Contractor shall not perform the installation of baseboards in excess of four inches (4”) without prior authorization from DHS.
- E.** 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.
- F.** The following forms, contained in the Bid Book, shall be completed and submitted with the Bid:
1. Bid form;
 2. Bid security (if required);
 3. Schedule B – M/WBE Utilization Plan (if included in this Bid Book);
 4. Vendor Information Sheet; and
 5. Tax Affirmation.
- G.** 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 or proposal is within the building. Bids must be dropped off at the bid window at the following location:

**Office of Contracts
150 Greenwich Street, 37th Floor
New York, NY 10007**

- H.** By submitting its bid, Contractor certifies that it has read, understood, and fully accepts all the terms and conditions stated in these Specifications. Bidders must fill out each biddable section on the Bid Sheets and may not leave any blank spaces.
- I. *Escalation Clause***
1. If, during the term of this Contract, the New York City Comptroller increases the prevailing wages set pursuant to New York State Labor Law for classifications performing work under this Contract, Contractor may request a contract modification to address such payroll modifications and related contract expenditures. Any request for such change must be made within thirty (30) days of the effective date of the new prevailing wage schedule and shall be submitted in writing to the contract manager and the Assistant Deputy Commissioner for Facilities & Logistics (F & L), 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 Prevailing Wage rate increases, supplemental benefits, and associated statutory benefits such as FICA, Workers' Compensation, and State Unemployment Insurance. No increases will be allowed for overhead and profit.

SECTION 6 CONTRACT INITIATION MEETING

- A.** The awarded Contractor and designated representative(s) shall attend a Contract Initiation Meeting prior to the commencement of any work under this Contract. Among the items which shall be addressed at the meeting are invoicing, liquidated damages, the responsibilities of the parties, the Project Manager's and other Department designees' respective contact names and phone numbers, response time and other relevant information. The Contractor will be advised of the date of commencement of services at this meeting.
- B.** At any time subsequent to the Contract Initiation Meeting, DHS 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 DHS personnel, DHS 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.

SECTION 7 SCOPE OF WORK

A. *Definitions*

1. Unless otherwise specifically indicated in this Scope of Work, all defined terms in this Scope of Work shall have the same meanings as those set forth in this Contract. The definitions specified in Subsection (b) of the Regulations promulgated under Section 173.14 of the NYC Health Code shall apply throughout this Scope of Services except as amended or added to as follows:
 - a. Adequate Personnel: a minimum of two (2) workers and one (1) supervisor at each abatement site. A given supervisor may be able to properly supervise more than one abatement site depending on the jobs' relative proximity and size.
 - b. Contractor: a self-employed person, company, unincorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in Lead-Based Paint Abatement work or employs persons engaged in Lead-Based Paint Abatement and which is licensed and/or certified by the State of New York.
 - c. DHS or Department: shall refer to the New York City Department of Homeless Services.
 - d. F & L: shall refer to DHS' Facilities and Logistics department.
 - e. Lead-Based Paint: paint or other similar surface coating material that has been tested to a standard reading of 0.5 milligrams (mg) of lead per square centimeter on an X-ray Fluorescence Analyzer (XRF) or containing one-quarter percent (.25%) of metallic lead, based on the non-volatile content thereof.
 - f. Material: is the amount of parts and equipment necessary to complete the specific scope of work or Work Order.
 - g. Monitor: Either a DHS employee or a third party retained by DHS (which may change during the term of the contract), the duties of

which are more particularly described in **Subsection G** of this Scope of Services.

- h. Owner: shall refer to the City of New York.
- i. Project Manager or Project Coordinator: shall refer to the DHS employee overseeing the administration of this Contract, including work at a Site, and shall be determined at the Contract Initiation Meeting.
- j. Site: a work location identified by DHS.

B. General

1. All Services to be performed under this Scope of Work are for the removal and/or prevention of Lead-Based Paint hazards in buildings within the borough of the Bronx, but work shall not be limited to the borough. For example, while the Department intends to enter into separate contracts covering Brooklyn, Queens, Manhattan, and Staten Island, this Contractor may be required to provide Services in such boroughs in the event that the Department is unable to engage the other contractors for any reason.
2. In accordance with these Specifications, Contractor shall provide a sufficient number of skilled tradespersons and supervisors, as well as all labor, materials, supplies, tools, and equipment to perform the services described in these Specifications. DHS reserves the right to substitute or delete any part of a project required under the Contract. A request for Services may require the Contractor to work at multiple Sites simultaneously, as well as coordinate with other contractors. Sites will consist of varying sizes, and smaller jobs may be occupied by residents, in which case the Contractor will be required to cordon off the affected area and. Contractor is expected to subcontract for miscellaneous specialty services which may be required for proper execution of the work.
3. DHS shall provide a more detailed scope of work for each project through the issuance of Work Orders. Approved Work Orders, including Contractor's proposal and estimate for a given Site, shall be considered part of this Contract. DHS will schedule all work, and will make any determinations as to whether a unit must be vacant or may be occupied.
4. Services to be performed under this Contract may 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 described in these Specifications, Contractor shall perform the required services in a manner conforming to the best modern

practices, leaving the work in a first class condition, ready for use at the completion of the Work Order.

5. Work sites may be occupied by staff or residents, and the assignment of work may involve coordinating with other trade contractors. The Contractor shall be responsible for the proper coordination of all trades during the course of work. Contractor shall coordinate and cooperate with DHS as necessary to ensure that Contractor does not interfere with, and is not impeded by other operations or trades at Sites.
6. Contractor must manage its staffing levels accordingly with respect to the amount of Services it regularly provides under this Contract.
7. DHS will request the services of the Contractor only when necessary, and reserves the right to have City staff perform work that may fall within the scope of these Specifications. DHS further reserves the right to have work performed by another contractor or DHS employees if the Contractor's work is deemed unsatisfactory or untimely by the Project Manager.
8. Log Book: Contractor's employees and agents must sign in and out of the Site daily in Log Book supplied by the Site Director or by the Department.

Work Reports: Each of Contractor's employees and agents must sign the Work Report, and the Work Report must be part of the invoice package submitted to the Department.

A DHS representative on-site must sign both the Log Book and the Work Reports by the end of each day. Any problems or discrepancies with the sign-in sheets must be resolved with the Project Manager immediately. Failure to do so may result in disputed labor charges. A copy of the both sheets shall be left with the Site Director or the Project Manager.

9. Hours of Service: All DHS shelters are open 24 hours per day, 7 days per week. Services may be ordered at any time; however, Normal Hours shall be between the hours of 8:00 AM to 4:00 PM, Monday through Friday. Overtime Hours shall be from 4:00 PM to 8:00 AM, Monday through Friday, and all Saturdays and Sundays. Holiday Hours are midnight to midnight for all City holidays. Services during Overtime or Holiday Hours may be performed only upon the approval of the Project Manager or DHS designee, or in case of an emergency. It is the Contractor's responsibility to obtain a listing of the dates of City holidays. If Contractor is scheduled to work on a holiday that also falls on a work day during normal hours (Monday through Friday, 8:00 AM to 4:00 PM), Contractor shall be paid Holiday rates.

10. 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 DHS Agency Chief Contracting Officer prior to submission of its proposal for a Work Order.
11. 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.
12. The Contractor is responsible for clearing any violations during the Contract period regarding the scope of work of this Contract. Failure to comply may result in the assessment of liquidated damages.
13. If Contractor fails to complete the Services of a Work Order, or any remedial services, by the agreed upon deadline, or fails to commence work within the response time required by these Specifications, DHS may hire another contractor to complete the required work. Costs incurred by DHS will be deducted from any monies due or scheduled to become due to Contractor. The Department may also assess liquidated damages in accordance with **Section 13** of these Specifications.
14. If Contractor's Services are performed in an unsatisfactory or defective manner, as reasonably determined by DHS, Contractor shall perform remedial Services within forty eight (48) hours of notification from DHS, 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 Project Manager. All products must be used in strict accordance with the recommendations and directions of the manufacturer.
15. In the event the Department determines that performance and payment security will be required for a particular Work Order, the Contractor shall provide it in the amount and type specified by the Agency within ten (10) business days after written notification by the Department.

C. *Work Orders and Response Time*

Contractor shall provide on-call Lead Abatement services to DHS in accordance with the following protocol:

1. All requests for Services shall be initiated by F & L. Notification of the Department's need for Services will be made in the form of a faxed or emailed Work Order to Contractor for measurement confirmation. Work Orders will be issued throughout the contractual period when and as required. Contractor shall refer to each individual Work Order for the response time, the location of the job site, and the general scope of work including the quantities of Lead-Based Paint surfaces to be abated.
2. Upon notification to proceed with this Contract, DHS will provide Contractor with a list of DHS personnel responsible for coordinating abatement projects and those persons authorized to approve, in writing, any changes to a Work Order scope.
3. Points of contact for access to each Site will be supplied to Contractor on the Work Order form. It shall be Contractor's responsibility to make arrangements for access to each Site. If Contractor encounters any difficulties in gaining access to the Site, Contractor shall notify the Project Manager immediately.
4. Except in cases where DHS has identified an emergency, Contractor shall coordinate a visit of the subject location with DHS to verify the Work Order scope within twenty-four (24) hours of receipt of the Work Order. Contractor shall carefully examine each Site where Services are requested, as well as its adjacent areas, and seek other usual sources of information about the Site prior to commencing Services, including verification of quantities and estimates. Contractor shall be conclusively presumed to have full knowledge of any and all conditions on the Site relating to, or affecting in any way, the performance of the Services to be performed under each Work Order issued against this Contract. Any failure by the Contractor to acquaint itself with all information contained in the Contract, the Work Order, or at the Site, shall not relieve it from any responsibility for performing the requested Services properly.
5. Immediately upon verification of a Work Order scope following the Site visit, Contractor shall complete in full and submit the Notification of Commencement of Lead Abatement form (a standard, EPA-approved form) and any applicable variances to the original work order endorsed by the Project Coordinator for each Work Order, to DHS and DOHMH, to notify of the intent to perform lead abatement work. Services shall commence and be completed as per DHS's established start and completion dates on the Work Order or as directed by the Project Coordinator.
6. Upon completion of the walkthrough, if applicable, the Contractor shall return by fax, within an amount of time to be specified by DHS after the

walkthrough, a completed Work Order containing a proposal with the following information:

- a. Scheduled dates(s) for work start and completion stating total consecutive calendar days;
 - b. Number of workers to be assigned for the duration of the job including the name of an assigned supervisor;
 - c. Confirmation of any miscellaneous work as agreed upon during the walkthrough;
 - d. Description and justification for any planned sub-contracting; and
 - e. Total cost estimate for work to be performed.
7. F & L shall review the proposal upon receipt and either authorize work as described on the Work Order or ask for further clarification. Should DHS / F & L reject the proposal or request revisions, the Contractor shall resubmit a revised Work Order with a new proposal, within two (2) calendar days.
 8. After completing the Work Order and obtaining approval, the accepted proposal, including the specific scope of work for the job, term, quantities, and price, shall become an approved Work Order. The Contractor shall not proceed with the work until written instructions from the Project Manager, DHS Representative or an authorized designee are received. After obtaining F & L approval, Contractor shall commence work within one (1) calendar day.
 9. Contractor shall notify the Project Coordinator and Monitor 24 hours prior to starting work. All work is to be done under the direction of the Monitor and, unless otherwise directed by DHS, during regular hours, which shall be 8A.M. to 4 P.M. Monday through Friday. However, under certain circumstances as may be determined by DHS, Contractor may be allowed to work during non-regular hours including weekends, weeknights and holidays, with prior written approval from DHS. No additional compensation will be made to Contractor for work during non-regular hours unless circumstances arise that DHS/F&L determines warrants additional compensation. In such cases, Contractor will be entitled to such compensation only with the prior approval of DHS, under the Additional Materials and Consumables, and Additional Labor portions of the bid sheets.
 10. Contractor may not perform any Services under this Contract without a DHS / F&L approved Work Order, except in the case of an Emergency as defined in **Subsection 7-E** below.
 11. Contractor shall perform the required Services as rapidly as is consistent with

good practice and as required to meet the schedule of completion set by the Work Order. In no case shall work extend beyond five (5) days from the start date without prior approval from the Department. Please note that time is of the essence with respect to all provisions of this Contract and any Work Order that specifies a time for performance.

12. The Monitor shall have the right to stop work at the Site, should the Monitor witness improper work procedures or the lack of Adequate Personnel present on an abatement job. Work may restart only upon authorization of the Monitor. If the work is terminated, Contractor must safeguard the abatement area in a manner that will prevent the possible spread of contamination.
13. Contractor shall immediately notify the Project Manager or Monitor when work at a Site is stopped or is unable to start due to circumstances beyond Contractor's control. For any anticipated stoppages, Contractor shall notify the Project Manager or Monitor no later than forty eight (48) hours prior to any such stoppage. All unanticipated stoppages shall be reported to the Project Manager/Monitor within two hours of stoppage.
14. Contractor shall provide the Project Manager or Monitor with a report every two months, in a spreadsheet format or other manner acceptable to the Department, showing the current status of any outstanding Work Orders.
15. At least one full business day before scheduled completion of a Work Order, the Contractor shall notify DHS in order to arrange for final F & L inspection. Contractor must obtain written approval of satisfactory completion of the work from F & L before the Contractor may invoice DHS for payment.
16. After Services have been performed, the Contractor shall ensure that the work area is free of debris, containers and any other work materials. The Contractor shall not allow such dirt and debris to accumulate to become a safety or fire hazard. All equipment, accessories and material that are removed shall be disposed of, at the Contractor's expense, as directed by the Project Manager or Monitor.

D. *Adjustments to Work Orders*

1. Any conditions arising after start of Services which may delay completion or increase the total price of the Work Order, shall be brought immediately to the attention of the Project Coordinator. Prior to proceeding with any additional work, Contractor must submit a revised Work Order for approval, containing a detailed description of any extra work and how such work will affect the total price of the Work Order. DHS shall review the Modified Work Order and return it to Contractor either approved or denied. When a Work Order is denied, a new submission is required. The approved Modified Work Order shall supersede all conflicting terms in the original Work Order.

2. In the event that unforeseen circumstances require DHS to add or subtract items of service to a Work Order that Contractor has begun work on, DHS will notify Contractor in writing, indicating all required modifications. Within five (5) calendar days of Contractor's receipt of DHS' notification, Contractor shall prepare and submit a Modified Work Order. DHS shall review the Modified Work Order and return it to Contractor either approved or denied. Should the Modified Work Order be denied, Contractor shall resubmit a new Modified Work Order within five (5) calendar days. The approved Modified Work Order shall supersede all conflicting terms in the original Work Order.
3. Should the Contractor discover any discrepancy between actual measurements and those indicated elsewhere that would prevent following good practice or the intent of the Specifications, Contractor shall notify the Project Manager in writing to arrange for the Project Coordinator to perform a joint inspection. Later claims for payment that were foreseeable at the time of such examination shall not be recognized, accepted or paid by the Department. No extra compensation shall be allowed when a difference between the actual written scope of the work indicated on a Work Order and verbal conversation in reference to the scope of work arises.
4. Adjustments (additions or reductions) to the Work Order scope must be approved in writing by DHS prior to the start of such work.
5. Adjustments to Work Orders for additional work shall be compensated by DHS in accordance with the Contractor's bid price schedule.
6. Adjustments to Work Orders for a reduction in work shall be credited to DHS at the unit price per item, or per linear/ square feet of surface for the line item, as per Contractor's bid price schedule. Any such credits shall be indicated on the Work Order estimate or proposal, prior to invoicing.

E. *Emergency Work Procedure*

1. Only during an emergency, as identified by DHS, may Contractor perform Services without prior written authorization. However, Contractor must first obtain verbal authorization from a designated F & L representative, prior to performing emergency work. Contractor shall be on call twenty four (24) hours a day, seven (7) days a week, for such emergency work.
2. In the event that DHS needs the Contractor to perform emergency work, it shall contact the Contractor by telephone, identifying the location, scope, and nature of the Services required.
3. When an emergency project is declared by DHS, Contractor shall visit the subject location to verify the scope of work within eight (8) hours of a call or receipt of a Work Order (whichever is earlier). Work shall commence no later than twenty-four (24) hours from time of verification, as per the notification

procedures described in **Subsection 7-C** of this Scope of Services.

4. After inspection at the work site, the Contractor shall contact F & L immediately by telephone or email, advising the extent of work to be performed and an estimated cost to perform the work, prior to the commencement of any work. This cost estimate shall be subject to verbal approval by the Department. The Work Order, as described in **Subsection 7-C** above, must be completed and submitted to DHS by the first business day following the work assignment.
5. The Department will review and confirm that the costs contained in the proposal are reasonable, and consistent with both the Contractor's estimated amount and the Contract bid rates, and will then approve the proposal as a Work Order. If the Contractor's detailed cost proposal is disproportionate to the Contractor's initial estimate, inconsistent with the terms of the Contract, or otherwise unreasonable, DHS shall reject the cost proposal and the Contractor shall resubmit a detailed cost proposal within twenty four (24) hours.
6. During an emergency Work Order, Contractor shall comply with all other requirements of these Specifications including the "Normal Work Order Procedures" of **Subsection 7-C** above, except where inconsistent with the requirements of this **Subsection 7-E**.

F. *Technical Specifications*

1. Contractor's Services shall encompass the abatement of Lead-Based Paint within the areas defined in the Work Order, including, but not limited to the following:
 - a. Walls, ceilings and floors identified in the Work Order as requiring abatement;
 - b. Junctures - Baseboards or moldings identified in the Work Order as requiring abatement; and/or
 - c. Windows, window openings, doors, door frames, cabinets, radiators, risers and other surfaces (including exterior surfaces) identified in the Work Order as requiring abatement.
2. Contractor shall perform all removals, enclosures, cuttings, repairs and replacements, and shall use sheetrock replacement as specified by DHS for the completion of Services; and shall provide all labor, material, equipment

and incidental items required to perform all Services as indicated in the Work Order, including, but not limited to the following:

- a. Compliance and certification pursuant to OSHA, Federal, State and local laws and regulations;
 - b. Work area preparation and site isolation;
 - c. Protective clothing and equipment in accordance with **Subsection 7-I** hereto;
 - d. Equipment and engineering controls;
 - e. Decontamination enclosure system facilities;
 - f. Lead-Based Paint Abatement:
 - i. Enclosure;
 - ii. Wet scrape and paint;
 - iii. Replacement;
 - iv. Removal;
 - v. Daily clean-up of work area, HEPA-filtered vacuuming and wet cleaning of lead dust-contaminated surfaces;
 - g. Personal air monitoring;
 - h. Primer and two coats of non-lead water based paint;
 - i. Final clean-up of work area;
 - j. Storage and disposal of Lead-Based Paint Abatement waste/ debris:
 - i. Non-lead containing;
 - ii. Containing lead;
 - k. Labor for:
 - i. Certified lead supervisors;
 - ii. Certified lead workers
3. Abatement Area Preparation. Contractor shall not commence Lead-Based Paint Abatement until the work area preparation is completed as stated below.

- a. Inspection of rooms shall be made by representatives of Contractor and DHS or a DHS-designated representative before any work is initiated, to inventory any existing damage to components, such as furniture, fixtures, walls, doors and radiator covers, and to identify areas not in need of work.
 - b. Contractor shall establish emergency and fire evacuation procedures from the work area and familiarize all workers with such procedures.
 - c. All movable furniture, draperies, toys, dishes or other objects shall be either removed from the abatement area or covered with two (2) layers of six (6) mil disposable polyethylene sheeting, fastened securely with heavy-duty duct tape to the floors or bottom of the walls or baseboards. The floor of the abatement area shall be covered with at least two (2) layers of disposable six (6) mil polyethylene sheeting, each successively fastened with heavy-duty duct tape to the bottom of the walls or baseboards. Where the scope of abatement is limited (six (6) square feet or less per room), the floor immediately under the surface to be abated and extending outward to a distance of six (6) feet shall be covered.
 - d. The spread of scrapings and dust must be confined to the room where work occurs. The abatement area(s) must be thoroughly HEPA-filter vacuumed after each day's work. No plastic curtains or other materials which might be hazardous to young children or infants may be left accessible.
4. Methods of Abatement: Contractor shall utilize the following abatement methods as directed by DHS:
- a. Walls and Ceilings
 - i. ENCLOSURE - All loose and hanging Lead-Based Paint shall be removed while damp, using a scraper and water misting to reduce dust levels. Contractor shall laminate walls or ceilings entirely with one-half inch (1/2") sheetrock from floor to ceiling, after first removing baseboard (pertains to walls only). All seams shall be taped and sealed tightly following enclosure. Abated surfaces shall be sealed with a primer and two coats of non-lead water based paint, or other non-lead water based surface coating material.
 - ii. WET SCRAPE AND PAINT - Loose, peeling, flaking or otherwise defective paint shall thoroughly be removed using a scraper and water misting to reduce lead dust levels. Contractor shall plaster all cracks, breaks and other openings smoothly and continuously. Putty shall be brought flush with

the adjoining surfaces in a neat and workmanlike manner. Scraped surfaces shall be resealed with a primer and two coats of non-lead water based paint.

- b. **Junctures – Baseboards or Moldings**
 - i. **REPLACEMENT** – Contractor shall remove existing baseboards or moldings and install new baseboards at the junctures of walls and floors or new moldings as directed. Baseboards or moldings must properly protect against loosening of the covering applied, and prevent insect and rodent harborage. Contractor shall plaster smoothly and continuously all breaks and other openings. Plaster shall be brought flush with the adjoining surfaces in a neat and workmanlike manner. Unfinished baseboard or molding and plastered surfaces must be coated with primer and two coats of non-lead water based paint as appropriate.
 - ii. **REMOVAL** - Paint shall be removed by planing, chemical stripping (by a method not otherwise prohibited), grinding or sanding (only with a HEPA-filtered exhaust). Abated surfaces shall be sealed with a primer and two coats of non-lead water based paint or other non-lead water based surface coating material.
 - iii. **WET SCRAPE AND PAINT** - Loose, peeling, flaking or otherwise defective paint shall thoroughly be removed using a scraper and water misting to reduce lead dust levels. Contractor shall putty smoothly and continuously all cracks, breaks and other openings. Putty shall be brought flush with the adjoining surfaces in a neat and workmanlike manner. Scraped surfaces shall be resealed with a primer and two coats of non-lead-based paint.
- c. **Windows, Doors, Door Frames, Cabinets, Radiators and Other Surfaces (Including Exterior Surfaces)**
 - i. **ENCLOSURE** - All loose and hanging Lead-Based Paint shall be removed while damp, using a scraper and water misting to reduce dust levels. All surfaces shall be enclosed using wood, metal, rigid vinyl or other material approved by DHS. All seams shall be tightly sealed following enclosure. Abated surfaces shall be sealed, where appropriate with a primer and two coats of non-lead water based paint, or other non-lead water based surface coating material.

- ii. **REPLACEMENT** – Contractor shall remove any such components containing Lead-Based Paint and install new replacement components, paint with a primer and two coats of non-lead water based paint, or other non-lead water based surface coating material as appropriate.

DHS’s general preference is that window replacements be performed “brick to brick,” meaning that all existing window frame components are to be removed and the replacement window sized to fit within the resultant opening. If the Contractor elects to leave existing exterior window frame components in place, sizing the replacement window to fit within them, the Contractor shall properly cap such components with aluminum coil material in a color appropriate to the installation, and shall bear the cost thereof.

- iii. **REMOVAL** - Paint shall be removed by planing, chemical stripping (by a method not otherwise prohibited), grinding or sanding (only with a HEPA-filtered exhaust). Abated surfaces shall be sealed, where appropriate, with a primer and two coats of non-lead water based paint or other non-lead water based surface coating material.

- iv. **WET SCRAPE AND PAINT** - Loose, peeling, flaking or otherwise defective paint shall be thoroughly removed using a scraper and water misting to reduce lead dust levels. Contractor shall putty smoothly and continuously all cracks, breaks and other openings. Putty shall be brought flush with the adjoining surfaces in a neat and workmanlike manner. Scraped surfaces shall be resealed with a primer and two coats of non- lead water based paint.

- d. **Prohibited Methods of Paint Removal:** In no case shall the Contractor utilize any of the following:

- i. Grinding or sanding without HEPA-filtered exhaust;
- ii. Heat guns;
- iii. Open flame gas fired torch;
- iv. Dry scraping;
- v. Uncontained hydro-blasting;
- vi. Dry abrasive blasting; or

- vii. Chemical strippers containing polyethylene chloride or any other substances which are known or suspected human carcinogens.
- e. All adjacent surfaces that are damaged during the abatement process must be restored by the Contractor to their original condition, and repainted using appropriate methods and precautions as described in this Scope of Services.

5. Preparation of Surfaces

- a. **Removal of Defective Plaster:** The surface to be repaired must be cleaned of all loose, damaged or discolored plaster to intact material with edges undercut to insure proper adherence of new plaster. New plaster must be non-toxic material, mixed and applied as per manufacturer's recommendations to ensure proper adherence. Raw plaster or dry wall must be painted with a base coat of approved sealer as per manufacturer's instructions, to ensure adhesion of finish coats.
- b. All holes, dents, hollow places, joints, cracks or irregularities shall be filled with an approved non-toxic spackling mixture suitable for the material and purpose and applied as per manufacturer's instructions. Spackled places shall be finished to a smooth, hard, even surface and true with adjoining surfaces.
- c. All surfaces specified to be painted shall be cleaned of all accumulated dirt, grease, oil and any other foreign substances detrimental to finish painting. Contractor shall remove all loose, blistering, flaking or scaling paint, film, etc. Rough spots and loose or otherwise defective paint must be smoothed out by means of scraping, using a hard rubber scraper and water misting to reduce lead dust levels. Water misting shall not be performed around electrical circuits.
- d. Metal surfaces shall be wet scraped thoroughly to remove all loose, blistering, flaking or peeling paint. Rust and corruptions shall be wire brushed down to the bare metal. All surfaces must be prime coated with a non-toxic interior rust inhibitive coat.

6. Clean-up Procedures for All Lead-Based Paint Abatement Prior to Repainting

- a. **Daily Clean-up Procedures.** At the completion of work each day, the abatement area shall be thoroughly wet-mopped or HEPA vacuumed. No plastic curtains, drop cloths or other materials that might be hazardous to young children or infants shall be accessible outside the abatement area. In addition, any abatement area and/or other adjoining

area exposed to lead or lead contaminated materials shall be cleaned as follows:

- i. Large Debris - Large demolition-type debris (e.g., doors, windows, trim) shall be wrapped in six (6) mil polyethylene, sealed with waterproof tape, and moved to the area designated for storage on the property. Such materials shall subsequently be properly disposed of in a lawful manner.
 - ii. Small Debris - Small debris shall be HEPA-vacuumed or wet swept and collected. Before wet sweeping occurs, the affected surfaces shall be sprayed with a fine mist of water to keep surface dust from becoming airborne. Dry sweeping is prohibited. The swept debris and all disposable clothing and equipment shall be placed in double four (4) mil or single six (6) mil plastic bags which must be sealed and moved to designated storage area. Such materials shall subsequently be properly disposed of in a lawful manner.
 - iii. Clean up adjacent to the work area - On a daily basis, as well as during final clean-up, the area adjacent and exterior to the sealed abatement area shall be examined visually to ensure that no lead debris has escaped containment. Any such debris shall be wet swept and HEPA vacuumed, collected and disposed of in the same manner as described in **Section 7.F.6.a.ii** of this Scope of Services.
- b. Final Clean-up Procedures: For the purposes of this Subsection, the term “abatement area entrance” shall be defined as the entrance to the apartment/dwelling unit or, in the case of a single room(s) within apartment/dwelling unit, the entrance to that room. Final clean up shall be performed in the following sequence:
- i. All polyethylene sheeting shall be sprayed with water mist and swept prior to removal. Polyethylene sheeting shall be removed starting with upper-level polyethylene, such as that on cabinets and counters, folding the corners, ends to the middle, and placing in double 4-mil or single 6-mil plastic bags. Plastic bags shall be sealed and properly disposed of in a lawful manner.
 - ii. Starting with the room(s) farthest from the abatement area entrance, all surfaces exposed to lead dust generated by the abatement process shall be HEPA-filter vacuumed. Vacuuming shall begin with ceilings and proceed down the walls to the floors and include furniture and carpets.

- iii. Starting with the room(s) farthest from the abatement area entrance, all surfaces exposed to lead dust generated by the abatement process shall be washed with a detergent solution. Washing shall begin with the ceiling and proceed down the walls to the floors. Wash water shall be properly disposed of in a lawful manner.
- iv. Starting with the room(s) farthest from the abatement area entrance, all surfaces exposed to lead dust generated by the abatement process shall be HEPA-filter vacuumed again. Vacuuming shall begin with ceilings and proceed down the walls to the floors and include furniture and carpets.
- v. After these steps have been completed, Contractor must ensure that all surfaces have been abated and visible dust and debris have been removed. If all visible dust and debris have not been removed, affected surfaces shall be re-cleaned by Contractor in the foregoing manner.

7. Painting and Finishing

- a. All paint colors and types shall be as selected and approved in writing, in advance by DHS. Contractor shall supply the paint and all other materials.
- b. All paints, thinners and similar materials shall be delivered to the building in their original, unopened containers bearing the manufacturer's labels and shall be used as specified by the manufacturer's label direction.
- c. Primer/sealer or undercoat shall be compatible with the surface being painted, of the same manufacturer as the finish coat, shall be of the

type and kind recommended to the finish coat, and shall be applied in accordance with manufacturer's instructions.

- d. All paints and finishing material shall be compatible to their location and suitable to the materials to which they are to be applied (wood, metal, stone, plaster, gypsum board, etc.).
- e. No coat of paint shall be applied until the preceding coat is thoroughly dry. The primer/sealer and undercoats shall be of a different tint than the finish coat. Ferrous metal coats shall be of contrasting colors.
- f. Contractor must take all necessary precautions to protect all adjoining surfaces, equipment, fixtures, appliances, furniture, etc. All precautions shall be taken to avoid damaging existing structures.
- g. Contractor shall paint all walls and ceilings (excluding bathroom and kitchen) with one (1) primer/sealer coat and two (2) coats of an approved non-toxic interior water based paint compatible with existing paint and other coats being applied.
- h. Contractor shall paint wood doors, metal doors, frames, wood trims and closet shelving, with one (1) primer/sealer coat and two (2) coats of an approved non-toxic semi-gloss interior water based paint compatible with existing paint and other coats being applied.
- i. Contractor shall paint all walls, ceilings, wood doors and frames and wood trims in bathroom and kitchen, with one (1) primer/sealer and two (2) coats of an approved non-toxic semi-gloss water based paint compatible with existing paint and other coats being applied.
- j. Contractor shall paint all radiators, pipes and other exposed ferrous metal surfaces with one (1) coat of approved non-toxic metal primer and two (2) coats of an approved non-toxic metallic aluminum paint.
- k. Contractor shall paint all public hallways, ceiling, wood trims and base, windows including sashes, sills, stops, aprons, casing and window wells; door and door opening, exposed pipes and other ferrous metals, exposed metal parts of stairs, with one (1) primer/sealer coat and (2) coats of an approved non-toxic semi-gloss water based paint compatible with existing paint and other coats being applied.
- l. Contractor shall paint all hallway walls, with lower wall and upper wall in contrasting color; stencil number of floor on wall of each

landing. Contractor shall stencil apartment number on entrance door of each apartment.

- m. Finished work shall be uniform, smooth and free from runs, sags, defective brushing and rolling. Edges of paint adjoining other materials or colors shall be sharp and clean.
- n. At the completion of the work all paint spots, oil or grease stains shall be removed from floors, walls, woodwork, fixtures, window panes, etc. leaving their finishes in a condition satisfactory to DHS.
- o. Contractor shall repaint or retouch any areas damaged during construction work or which do not comply with the requirements of this Specification.

8. Waste Storage and Disposal Requirements

- a. All waste generated by Contractor from Lead-Based Paint Abatement activities shall be disposed of in accordance with EPA, the Department of Transportation of the State of New York (“DOT”) and the Department of Sanitation of the City of New York (“DOS”) regulations. Contractor must separate, evaluate and test the waste produced by abatement to determine whether any of the waste materials are hazardous. Suggested categories include, but are not limited to:
 - i. Lead paint chips and dust;
 - ii. Old woodwork, plaster, windows, doors, and similar bulky components removed from the building;
 - iii. Plastic sheets and tape used to cover floors and other surfaces during lead paint removal;
 - iv. Liquid waste, such as wash water from general cleanup or from decontaminating surfaces after solvents have been used;
 - v. Rags, sponges, mops, HEPA filters, scrapers, and other materials used from abatement, and cleanup; and
 - vi. Disposable work clothes.
- b. Paint chips, building components and wastewater shall be tested using the Toxicity Characteristic Leaching Procedure (TCLP) with a limit of 5 parts per million lead in the extract set by EPA. Contractor must carefully remove hazardous waste from abatement site, in order to avoid environmental contamination or injury to workers or residents. Waste shall be removed from work area daily, and at times when tenant use of hallways and staircases is low to minimize contacts,

- breakage and consequent exposure of residents or employees to hazardous waste.
- c. Liquid waste, such as wash water from general clean up or from decontaminating surfaces after solvents have been used, shall be put into plastic drums and sealed.
 - d. Waste bags of lead dust, lead paint chips, debris, and drums shall be moved to designated storage areas to prevent access by unauthorized individuals, children and pets until disposal of waste is accomplished. DHS may provide storage on site, if determined it is available. The DHS Project Coordinator/Monitor shall determine and coordinate the availability of storage space at site location(s).
9. Clean-up and Decontamination Procedure for Room(s) Within a Unit
- a. Contractor shall be required to provide at least twenty-four (24) hours advance notice to the occupants of the unit before commencement of clean-up work, or in the event of emergency work, as soon as possible before beginning work. Contractor shall post 20” x 40” warning signs printed in English and Spanish at the entrances to all clean-up areas stating “Caution: LEAD HAZARD – DO NOT ENTER WORK AREA UNLESS AUTHORIZED.” In addition, Contractor shall post at the entrance to the dwelling unit(s), the telephone numbers and addresses of agencies to which complaints relating to clean-up may be directed.
 - b. Contractor shall complete the work as rapidly as possible and without interruptions, and in no case shall work extend beyond five (5) days from the start date without prior written approval from DHS.
 - c. Contractor shall seal off all entrances and doorways leading to the clean-up area(s) from non-clean up area(s) by attachment of two (2) layers of six (6) mil disposable polyethylene sheeting in an “S” formation onto the entry way to deter dispersal of lead dust.
 - d. Contractor shall HEPA vacuum all surfaces exposed to lead dust generated by the abatement process, beginning with the room(s) farthest from the clean-up area entrance. Vacuuming shall begin with the ceiling(s) and proceed down the walls to the floors and shall include furniture and carpets.
 - e. Contractor shall wash with a detergent solution all surfaces exposed to lead dust generated by the abatement process, beginning with the rooms farthest from the clean-up area entrance. Washing shall begin

with the ceiling(s) and proceed down the walls to the floors. Contractor shall dispose of all wash water in a lawful manner.

- f. Contractor shall inspect all surfaces to ensure that all visible dust and debris have been removed. If all visible dust and debris have not been removed, Contractor shall re-clean the affected area(s) until such visible dust and debris has been removed.

10. Final Inspection and Clearance Testing

- a. Pursuant to NYC Health Code Section 173.14, after final clean-up, waste removal and re-painting has been completed by Contractor, a visual inspection and surface dust testing shall be conducted by a third party Contractor, coordinated by the Monitor.. In addition, dust wipe samples will be collected and tested from the floor in areas immediately adjacent to the abatement area.
- b. Abatement Area Clearance Criteria: The City of New York has established the following levels of lead in house dust as clearance criteria for specific interior surfaces:
 - i. Floors: less than 40 micrograms per square foot.
 - ii. Window Sills: less than 250 micrograms per square foot.
 - iii. Window Wells: less than 400 micrograms per square foot.
- c. Lead levels in excess of the clearance criteria constitute contamination. In all areas where such levels are found, Contractor shall repeat the clean-up procedure, in accordance with **Section 7.F.6.b** of this Scope of Services, until clean-up criteria are met.
- d. In the event repetition of clean-up procedures is required, such subsequent efforts shall be at the sole expense of Contractor and shall not be reimbursable by DHS or the City of New York.

11. Applicable Standards. All Services shall be conducted in accordance with the applicable provisions of Federal, State, City and Agency Laws, Regulations and Standards, including but not necessarily limited to:

- a. Occupational Safety and Health Administration (“OSHA”), including: Lead Exposure in Construction Interim Final rule, Title 29, Part 1926, Section 62 of the Code of Federal Regulations;
- b. New York City Department of Health and Mental Hygiene (“DOHMH”) regulations promulgated under Section 173.14 of the Health Code of the City of New York (“NYC Health Code”);
- c. The Directions for the Correction of Lead Poisoning Hazards of the Department of Health and Mental Hygiene of the City of New York (“DOHMH”);
- d. Department of Environmental Protection of the City of New York (“DEP”) Regulations;
- e. Department of Buildings of the City of New York and DHS Codes and Specifications;
- f. Department of Labor of the State of New York (“DOL”) Regulations;
- g. Department of Environmental Conservation of the State of New York (“DEC”) Regulations regarding industrial waste collector registration Title 6, Part 364 of the New York Codes, Rules, and Regulations (6NYCRR364);
- h. National Fire Protection Association (“NFPA”) and Fire Code of the City of New York;
- i. United States Department of Labor Standard Safety and Health Regulations for Construction, as set forth in the Federal Register, Vol. 36, number 75, Part II as issued in Washington D.C.;
- j. American National Standards Institute (“ANSI”); and
- k. All other Federal, State and local laws, regulations, codes, and standards, as applicable, and as may be revised or added during the term of this Contract. In the event of such changes, Contractor must comply within the timeframes established by the laws, regulations or codes.
- l. Any provision or requirement of these Specifications or any Work Order that conflicts with the Applicable Standards cited above, shall be deemed invalid, as the Applicable Standards take precedence over these Specifications. Any additional work or material necessary for adherence to the aforementioned codes and requirements shall not be construed as extra work, and shall be included in the Work Order price. Ignorance of any rule, requirement or specification shall not be accepted as an excuse for non-conformity with these Applicable

Standards. Acceptance by the Project Manager, Monitor or Department shall not relieve the Contractor from the expense involved for the correction of any errors, which may exist in the work performed, or in the satisfactory operation of any equipment.

- m. Where conflict arises between the various Applicable Standards, the more stringent requirements shall prevail.

G. *Monitor Duties*

1. The Monitor will have free access to all Lead-Based Paint Abatement areas, to assist in interpretation of procedures, and will advise DHS on all provisions of the Contract Documents pertaining to the control of Lead-Based Paint. Contractor is required to cooperate fully with the Monitor and comply with all instructions and changes directed by the Monitor.
2. The Monitor will ensure that Contractor has notified, as required, the applicable Federal, State and Municipal agencies of its intent to perform Lead-Based Paint Abatement work. This shall not in any way relieve the Contractor of its ultimate responsibility to notify such agencies.
3. The Monitor will stop abatement work if the Monitor has first-hand knowledge of deviations from the provisions of the Scope of Services or from any Federal, State and City law or regulation. Contractor shall not resume work until corrective measures have been instituted and approval for the resumption of work is received from DHS. Contractor is required to cooperate fully with the Monitor.
4. The Monitor will act as advisor in technical matters regarding Lead-Based Paint Abatement work at scheduled job meetings.
5. The Monitor's duties in advising Contractor on health issues or other compliance issues shall not relieve Contractor of its obligation to comply with all applicable Federal, State and City health and safety regulations relating to Lead- Based Paint Abatement, or any other applicable laws or regulations.

H. *Personnel Requirements and Equipment Specifications*

1. Trades Credentials: The Contractor shall use adequate numbers of workers who are thoroughly trained in and familiar with the Services, equipment, materials, and requirements of this Contract relevant to their work, and who are duly licensed as may be required by local, state, federal laws and regulations, and any other authorities having jurisdiction. Contractor shall ensure that its staff performs all work in compliance with all applicable industry and regulatory standards including, but not limited to, those set by NYS Department of Labor and NYC Department of Environmental Protection. All Labor Trades shall be fully prepared with all small tools

needed to complete the specific jobs and tasks required.

2. Upon award of the Contract and prior to the initiation of any work, the Contractor shall provide DHS with a written list, by title and additional credentials, of all staff qualified to perform work under this Contract. The Contractor is responsible for notifying DHS in writing of any changes to such staff.
3. All Contractor personnel must carry photo identification cards issued by the Contractor and a valid form of governmental picture identification. The Contractor identification card must be displayed conspicuously at all times by employees working at the Site. The Contractor identification card shall identify all necessary information including the employee's name and the Contractor's business name. Entry to Sites may be denied to any of Contractor's employees that do not possess acceptable current identification.
4. All of Contractor's employees shall sign a log book upon entering and departing each Site. Signing in and out will be required for verification of work when invoicing.
5. All of Contractor's employees must follow the instructions of any on-site DHS supervisors. DHS 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.
6. The Contractor shall be responsible for the security of its materials. The Department is not responsible for any stolen, misplaced, or missing materials, parts, tools or items.
7. Upon DHS' request, Contractor shall promptly replace any of its employees with whom DHS is not satisfied. Contractor shall ensure that all replacement personnel meet the requirements of this **Subsection 7-I**, and are familiar with the work to be performed.
8. Special instructions for persons and vehicles entering the building(s) may be provided by the designated DHS representative. Contractor shall ensure that these restrictions are adhered to and incorporated into Contractor's plan and schedule for all Services at each location.
9. 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.
10. Contractor shall determine if any lead-worker is exposed to lead at or above the OSHA standards, codified at 29 CFR 1926.62(b). Until Contractor

performs workers exposure assessments and provides documentation that the workers are not exposed above the OSHA Permissible Exposure Limit (“PEL”), Contractor shall treat the workers as if the workers were exposed above PEL and shall implement interim worker protective measures as follows:

- a. Provide respiratory protection in accordance with **Subsection 7-H-13** of this Scope of Services.
 - b. Provide personal protective clothing and equipment in accordance with **Subsection 7-I-11** of this Scope of Services.
 - c. Provide hand washing facilities in accordance with OSHA standards, 29 CFR 1926.62 (i) (5).
 - d. Ensure biological monitoring is performed in accordance with OSHA standards, 29 CFR 1926.62 (j) (1) (i).
 - e. Ensure training is provided in accordance with OSHA standards, 29 CFR 1926.62(1).
11. Worker Protection Requirements: Prior to start of Services, Contractor shall ensure that all workers and supervisors have been trained and are fully knowledgeable in the use of equipment and methods essential to Lead-Based Paint Abatement, and worksite conditions. Contractor and its certified lead supervisor shall be responsible for the following tasks:
- a. Ensuring that individuals are wearing proper personal protective equipment and are trained in its use.
 - b. Ensuring that all areas where lead workers are to perform Lead-Based Paint Abatement work of any kind are arranged, equipped and supervised in a manner which will minimize the possibility of lead contaminants or lead-contaminated materials escaping from the abatement area. The lead supervisor shall inspect the abatement area

during the performance of the abatement and during clean-up and final inspection.

- c. Surveying the work areas regularly to ensure that at all times the workers' personal protective equipment is not ripped or torn and that respiratory protection is worn as required.
- d. Taking precautions to prevent heat stress from occurring; e.g., use lightweight protective clothing, reduce the work rate and provide adequate fluid breaks.
- e. Taking precautions to prevent circumstances that are immediately hazardous to life and safety, such as, but not limited to electrical, fire, fall/tripping and momentum hazards.
- f. Protective clothing shall consist of disposable full body coveralls, foot and head covering, and gloves as required by OSHA regulations codified at 29 CFR 1926.62. Hard hats, protective eyewear, gloves and rubber boots shall be provided by Contractor as required for workers.
- g. The use of non-disposable coveralls shall not be a substitute for protective clothing. Non-disposable coveralls shall be considered as tools within the work area that can be decontaminated only by a special laundering facility.
 - i. Hygiene facilities and practices at the Site shall meet the following requirements: There shall be no smoking, eating, drinking or chewing of gum or tobacco or application of cosmetics inside the work area.
 - ii. Contractor shall provide clean change areas adjacent to the work area for workers and shall assure that change areas are equipped with separate storage facilities for protective work clothing and equipment and for street clothes which shall prevent cross contamination whenever possible.

12. Utility and Water Services

- a. Contractor shall provide all water needed to perform work at each Site when running water is not readily available. Contractor shall also set up temporary drinking water and portable toilet facilities as may be necessary to accommodate Lead-Based Paint Abatement site personnel when such facilities are not available at a Site.
- b. Contractor shall provide all electricity needed to perform work at each Site when electricity is not readily available. Contractor shall provide

and set up temporary electrical generators to support the Lead-Based Paint Abatement process, as required.

- c. If the abatement is on the exterior of the building, all of Contractor's temporary lighting and electrical services for the work area shall be in weatherproof enclosures. All temporary services, (interior/exterior) shall be ground fault protected.

13. Respiratory Protection and Equipment Requirements.

- a. When required, and in accordance with **Subsection 7-I-10 and Subsection 7-I-11** of this Scope of Services, Contractor shall provide approved respirators and protective clothing to all workers and to all official representatives of DHS and other authorized government officials who may inspect the job Site.
- b. All respiratory protection shall be Mine Safety and Health Administration ("MSHA") and National Institute for Occupational Safety and Health ("NIOSH") approved, in accordance with the provisions of 42 CFR Part 84.
- c. Contractor shall provide respirators in accordance with OSHA standards, 29 CFR 1929.62. Workers shall be provided with personally issued and individually marked respirators.
- d. Polyethylene waste bags and plastic sheets shall be six (6) millimeters thick.
- e. All vacuum cleaners shall be equipped with HEPA filters. Upon DHS request, Contractor shall provide manufacturer's certification that HEPA-filtered vacuums conform to HEPA filtration requirements.
- f. All paints, thinners, solvents, chemical strippers or other flammable materials shall be delivered to the building and maintained during the course of the work in their original containers bearing the manufacturer's labels. All Material Safety Data Sheets (OSHA Form 174), as may be required by law, shall be on-site and shall be made available upon request to the occupants of the dwelling unit and DHS.

I. *Facilities and Interruptions*

1. The Contractor shall not interrupt any of the services of the Site nor interfere with the operations of the Site in any way, without the express written permission of the Project Manager. Such interruptions and interference shall be made as brief as possible and only at the time stated by the Project Manager.

2. Contractor shall maintain unobstructed access to all exit ways, stairwells, elevator lobbies, and all other public corridors, on every floor of each Site. Contractor shall keep such areas clear and free of all debris, building materials, tools, containers, etc. Under no circumstances may the Contractor be permitted to use part of the building as a shop and/or for storage without written permission from the Project Manager. If such permission is granted from the Project Manager, Contractor's use of part of the building for storage shall be at Contractor's own risk.
3. Electrical current for temporary light and the operation of small tools, is available at the site, and will be furnished to the Contractor for the performance of the Services without cost.
4. Contractor shall schedule its work so as to allow DHS personnel and clients to occupy a portion of the space during all phases of the work, if DHS so requests.
5. Contractor shall avoid making unnecessary noises at all times and shall reduce necessary noise to a minimum.
6. When working with existing equipment at the site, Contractor shall take care to avoid damage and shutdowns.
7. Where the work makes temporary shut-down of services at the facility unavoidable, Contractor shall perform such work at night or at such times as will cause the least amount of interference with the established operating routine at the Site. The Contractor shall arrange to work continuously, including approved overtime, if required, to assure that shutdowns are reduced to a minimum. The Contractor shall give ample written notice five (5) business days in advance to the DHS Project Manager of any required shutdowns, and such shutdowns shall be subject to DHS approval.
8. The Contractor shall arrange with the Shelter Director designated by DHS for the temporary use of certain toilets or washrooms at the site during the execution of the work. The Contractor shall maintain the temporary toilet facilities in a clean and sanitary manner and make all necessary repairs due to damage caused by the Contractor.

J. *Protection of Existing Work*

1. The Contractor shall take all necessary precautions to protect the Site and surrounding premises, including all floors, windows, partition glass, shades, blinds, hardware, lighting fixtures, etc., from damage during the course of work. Should Contractor cause any disturbance or damage to the existing equipment, facilities, fixtures, building systems or City property, any of the tenants' properties or apartments, or any impairment of facilities resulting directly or indirectly from the Contractor's operations, Contractor shall,

within forty-eight (48) hours, commence and diligently proceed with continuity to complete repair, restoration, or replacement work at Contractor's own cost and expense, to be performed by tradespersons experienced and skilled in the particular trade required. If Contractor fails to commence repair, restoration, or replacement work within forty-eight (48) hours as described above, or complete the same within thirty (30) days after commencement, DHS may hire an outside contractor to perform such work. Costs incurred by DHS' hiring of said outside contractor will be deducted from any monies due or scheduled to become due to Contractor. Contractor shall also replace items of personal property of Department personnel, or belonging to a tenant of the building, that are destroyed, lost, damaged or stolen by its employees or agents.

2. The Contractor shall provide and post in conspicuous locations temporary signs to direct and protect the public and employees and City property.
3. All repair, restoration, or replacement work performed by Contractor shall be performed to the satisfaction of the Department and the Monitor.

K. *Contractor's Warranty*

1. Contractor warrants that all Services performed pursuant to this Contract and any Work Orders issued thereunder shall be operational and free from all malfunctions, violations and any defects due to workmanship and/or materials, for a period of one (1) year after the Project Manager has approved the work.
2. Should any defects or violations develop or occur during the period of the Contractor's warranty, due to workmanship and/or materials, Contractor shall remedy such defects immediately and shall repair or replace all damage caused by such defects without cost or expense to the Department of Homeless Services of the City of New York.
3. In the event of failure on the part of the Contractor to commence work within three (3) days after notification by DHS of any work required to be performed under the terms of the aforesaid warranty, and to complete the same within a reasonable time thereafter, DHS may have such work completed by other parties and charge the costs to the Contractor.
4. Contractor shall obtain all manufacturers' warranties and guarantees for any new equipment installed by the Contractor as replacement equipment, if applicable, in the name of the City of New York, and furnish proof of purchase of such warranties at the time of invoicing.

L. *Changes of Law*

In the event of changes to a specific Work Order directed or recommended by Federal, State or Municipal authorities, insurance companies or other regulatory entities, the Contractor shall not be required to perform installations, removals, upgrades or renovations to the relevant equipment, or carry out any other work, which is beyond the scope of the Work Order.

SECTION 8 SUBCONTRACTING

- A.** For purposes of this Contract, subcontracting is limited to ten percent (10%) of the Contract, and only for those components of a project that require a specialized skill, craft or service which is beyond the capabilities of a company doing business as a lead abatement contractor.
- B.** All subcontracting requests must be made in writing to the DHS Agency Chief Contracting Officer (ACCO). The request must include the name of the subcontractor and the entity's Tax Identification Number or the individual's Social Security Number. The ACCO will either approve or deny the subcontracting request in writing.
- C.** If for any reason the Contractor finds it necessary to subcontract more than ten percent (10%) of the Contract amount, such approval may only be granted in writing by the ACCO.
- D.** 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.
- E.** 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.
- F.** 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 as are contained in this Contract.
- G. *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 Department and must be submitted in writing, 30 days prior to any action being taken, except under emergency conditions.

SECTION 9 PERFORMANCE STANDARDS

- A. DHS shall evaluate Contractor’s 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 necessary improvements are identified, and reviewing records relating to Contractor’s staff and fiscal matters. The Contractor shall provide any reports, data and other information which might be required periodically by the Department for monitoring and evaluation purposes.
- B. DHS personnel may inspect facilities and equipment before, during and after Services are provided. Inspections shall be attended by an officer of the Contractor’s company, or designee, and a Department designee. Announced inspections will be scheduled at least one week in advance of the inspection date, by written notice from the Project Manager to the Contractor. When monitoring and evaluating Contractor performance DHS will concentrate on areas such as quality of service, timeliness of performance, Contractor’s supervision of work, fiscal administration, cost effectiveness, and overall performance. Both announced and unannounced inspections 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 DHS personnel;
2. Response time to both standard and emergency Work Orders; and
3. Quality and timeliness of completion of requested service(s).

SECTION 10 PERFORMANCE EVALUATION

- A. In accordance with Section 4-01 of New York City Procurement Policy Board (PPB) 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, DHS shall evaluate Contractor’s performance on an annual basis. If Contractor fails to comply with its contractual obligations, DHS will document each occurrence, as necessary and required. DHS shall incorporate the evaluation and supporting documentation in an evaluation report, which will be sent to the Contractor. Within fifteen (15) days of its receipt of the evaluation report (or any notification of deficient performance), Contractor shall provide a written Corrective Action Plan identifying, with specificity, the steps Contractor intends to take to remedy the deficiencies identified. Contractor’s failure to submit a written response within fifteen (15) days shall constitute Contractor’s agreement with the indications and contents of the evaluation report. However, it will not release the Contractor from its obligations under this or any other section of this Contract. An unsatisfactory evaluation noted in the City’s database may adversely impact future contract awards with the City of New York.

SECTION 11 INVOICING

- A. Contractor shall submit monthly invoices by the end of the following month for all labor and materials furnished during the previous monthly billing period (not less than 30 days), or as otherwise directed by DHS. For example, invoices for work performed in December must be submitted no later than January 31st). Contractor must submit invoices and all required attachments on company letterhead, containing the following information at a minimum:
1. Invoice Number (must be unique);
 2. Invoice Date (must be current);
 3. Contract Number;
 4. Contract Procurement Identification Number (PIN);
 5. Dates that Services were performed;

6. Contractor’s Federal Employer Identification Number (EIN);
7. Confirmed Work Order Number (specify for each location);
8. Description of work;
9. Itemized price(s) for service performed/goods delivered (including, for example: linear footage for materials abated; square footage for materials abated; number of items replaced; etc. as applicable);
10. Original invoice (triplicate) showing the amount invoiced against and copy of Work Order Confirmation of Award.
11. Billing Period (e.g. 10/01/17 – 10/31/17);
12. Address of Work Locations (including room and floor numbers as may be applicable); and
13. Proper payment remittance address.

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

1. Copies of Log Books and Work Reports in accordance with **Section 7-B-8** above. The Contractor must return these documents to DHS, properly filled out, indicating the date of work, location of the work and the employee’s trade and social security number.
2. NYC Comptroller’s Office payroll documentation that satisfactorily demonstrates compliance with the applicable Prevailing Wage Law for all labor classifications employed that fall within the Prevailing Wage Law. Payroll documentation must include all pertinent data fields as indicated on the NYC Office of the Comptroller’s “Certified Payroll Report.”
3. Copies of Work Orders (and any modifications thereto) including quantities for all reimbursable materials, and total cost associated with performance of each Work Order. Each Work Order shall be listed separately.
4. Copy of completed waste manifest sheet for disposal of lead waste or notarized affidavit for waste disposal, if applicable.
5. Copy of DOHMH notification (see **Section 7.C.5** hereto).
6. Copy of DOHMH fee payment, if applicable (see **Section 7.C.5** hereto).

7. Copy of signed service reports.
 8. Copies of documentation of the actual cost of performance and payment security paid by the Contractor, if applicable.
 9. Project Manager's certification of completion of work and the date for each Work Order.
 10. A grand total for all work completed during the period for which the Contractor is invoicing.
 11. Three (3) price quotes for any materials that are not included in the standard catalogue, and are being invoiced under Part 7 of the Bid Pages.
- C.** Omission of any of the above-referenced information and/or documentation will result in a returned invoice. Contractor shall resubmit returned invoices with updated information and/or supplying all required information and/or documentation, using a current date.
- D.** 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 1st and ends June 30th of the following year.
- E.** 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.
- F.** Contractor shall submit an original set of invoices and required attachments, along with two (2) copied sets, to one of the following address, unless otherwise instructed by DHS:

**New York City Department of Homeless Services
Maintenance Repair Capital Construction
Contract Tracking Unit
10107 Farragut Road
Brooklyn, New York 11236**

Invoices received by F & L will be reviewed by F & L (which may include inspection of the work performed, and a review of the costs). F & L shall approve or disapprove the invoice. Once approved, F & L shall send the approved invoice to the DHS Finance Office within 5 business days after receipt, unless invoices are returned to the Contractor as described above.

SECTION 12 PAYMENT FOR SERVICES

- A.** No payment for services will be made in excess of the registered Contract award.

The Department 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.** DHS will not pay for Services which DHS determines to be needed due to Contractor's failure to supply adequate personnel, tools, or equipment.
- C.** Payment shall be made only upon receipt by DHS of a proper invoice and required documentation as described in **Section 11** of these Specifications.
- D.** Emergency Work Orders are payable at the normal bid rate unless emergency work is performed during off-hours, weekends, or holidays.
- E.** For overtime, the Department 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 DHS has authorized the Contractor to perform such work.
- F.** DHS shall not pay for tradespersons working out of title. Contractor shall ensure that the appropriate tradesperson is performing a task.
- G.** *Payment for Unit Rate Work*

For each item of service performed during the billing period covered on Contractor's invoice, payment will be based on Contractor's unit price for that item of service, for the applicable unit of measure, multiplied by the actual instances that service was performed.

H. *Payment for Miscellaneous or Additional Work (Materials and Labor)*

- 1. For units of service not specifically mentioned in the Bid Sheets or quantities less than the minimum unit of measure for that item, where such work has been previously approved in writing by the Department, the Contractor shall be paid under Parts 7 and 8 of the Bid Sheets for the actual cost of Labor and Materials, inclusive of a 5% markup for overhead and an additional 5% markup for profit.
 - a. 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 the applicable markup rates under Part 7 on the Bid Sheets, and minus any preferred customer discount if applicable. The total amount payable for materials shall not exceed

the total for Part 7 indicated on the Bid Sheets, for the term of this Contract.

- b. In the event that DHS determines that Contractor's materials costs are unreasonably high based on market research, DHS reserves the right to pay only the market rates.
 - c. Tools and Equipment: Contractor shall supply all tools and equipment normally required to perform the Services under this Contract. In the event that DHS authorizes Contractor to rent a tool or piece of equipment not normally required to properly execute the work as detailed in these Specifications, Contractor is entitled only to reimbursement of the actual rental cost of the tool or equipment (no overhead or profit will be allowed). Contractor must provide all original supplier invoices for tool or equipment rentals before any reimbursement is approved.
 - d. The Contractor must submit an invoice from its supplier or distributor where the materials were purchased as verification of the Contractor's actual costs.
 - e. When submitting an invoice for materials purchased in bulk, the Contractor shall identify only those items and quantities used for this Contract.
 - f. 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. Filing fees (if required) and the cost of performance, and any other reimbursable costs specified in **Section 5.D** of these Specifications, and payment security (if applicable) will be paid by Contractor and reimbursed by properly documented payment request.
 - J. On jobs where the value of the Work Order, or that of the total line items completed on the Work Order, based on the line items and per unit price, is less than \$750, Contractor will be paid a flat fee of \$750 to compensate Contractor for "work area preparation" and the line items completed on the Work Order.

SECTION 13 LIQUIDATED DAMAGES

- A. Liquidated damages may be assessed, at DHS' option, as deductions against any pending invoice of the Contractor. All such amounts that are not so deducted will be paid forthwith to the Agency by the Contractor, upon written demand. This provision is inapplicable in cases where the appearance of delay is consequential

to compliance with DHS' instructions, procedural understandings with the Contractor, and other terms, provisions and conditions of this Agreement. Liquidated Damages are not penalties against the Contractor and are in addition to all other remedies allowed under this Agreement or otherwise by law.

- B.** For each instance in which Contractor fails to respond to a normal Work Order within the required timeframe, DHS will assess damages at the rate of \$50 per day until Contractor's response, up to a maximum of \$500 for each failure to respond, as agreed to and fixed liquidated damages. These Normal Services Response Time Liquidated Damages are in addition to the Liquidated Damages listed in this section for failure to have a violation dismissed.
- C.** For each instance in which Contractor fails to respond to an Emergency Work Order within the required timeframe, DHS will assess liquidated damages at the rate of \$100 per hour until Contractor's arrival, up to a maximum of \$1,000. These Emergency Services Response Time Liquidated Damages are in addition to the Liquidated Damages listed in this section for failure to have a violation dismissed.
- D.** Should the Contractor fail to have any violations, resulting from its work, dismissed by the appropriate governing authority within sixty (60) days of notification by the Department, the Contractor shall pay DHS, or at its option DHS may deduct from any payments due or to become due, the amount of One Thousand Dollars (\$1,000) per occurrence. In addition, DHS may hire another contractor to correct the violations, and Contractor shall reimburse DHS for the costs of hiring said outside contractor.
- E.** DHS retains the option to require Contractor to directly pay DHS, 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 DHS's failure to perform; in such case, the delivery date may be adjusted to reflect a DHS-precipitated delay.
- F.** This Section shall not apply in the case of delays resulting from Acts of God, natural disaster, or declaration of war.

- END OF SPECIFICATIONS -

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, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing 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# _____ FMS Project ID# _____
 Project Title _____ Agency PIN# _____
 Contracting Agency _____ Bid/Proposal Response Date _____
 Agency Address _____ City _____ State _____ ZIP _____
 Contact Person _____ Title _____
 Telephone _____ Email _____

Project Description (attach additional pages if necessary)

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: _____

Category and Breakdown:

Unspecified _____ %
 Black American _____ %
 Hispanic American _____ %
 Asian American _____ %
 Women _____ %

Total Participation Goals _____ %
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:
1. 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;
 2. affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;
 3. 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;
 4. 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
 5. 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 _____

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# _____ Bid/Proposal Due Date _____

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 _____ %**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.

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 _____ %**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

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 2

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 3

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 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>Approvals (for Agency completion only)</p> <p>ACCO Signature _____ Date _____</p> <p>CCPO Signature _____ Date _____</p>	<p>Waiver Determination</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>
--	---

CRRGPF K'K

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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. 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.

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.

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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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ASBESTOS HANDLER SEE HAZARDOUS MATERIAL HANDLER

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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.

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)

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.

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)

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)

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)

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)

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)

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

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)

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)

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)

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)

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.

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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).

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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

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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

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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)

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
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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)

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**

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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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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

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)

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)

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)

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)

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)

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)

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)

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)

**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)

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)

**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)

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)

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

**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)

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**

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

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

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)

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.

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

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)

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)

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)

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.)

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)

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)

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)

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)

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.)

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

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 Journeyman'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 Journeyman's rate
Supplemental Benefit Rate Per Hour: \$40.93

Effective Period: 1/13/2020 - 6/30/2020
Wage Rate Per Hour: 90% of Journeyman'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 Journeyman's rate
Supplemental Benefit Rate Per Hour: \$42.75

Effective Period: 1/13/2020 - 6/30/2020
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$43.73

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyman'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 Journeyman'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 Journeyman'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)

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)

**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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

**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)

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)

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)

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)

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)

METALLIC LATHER

(Ratio of Apprentice to Journeyman: 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)

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)

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)

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)

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)

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)

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)

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)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER**

(Exterior Building Renovation)

(Ratio of Apprentice to Journeyman: 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)

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)

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)

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)

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)

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)

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)

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)

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

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.

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 **Discourses** 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 III

SUPPLY AND SERVICE CONTRACT RIDER

**SUPPLY AND SERVICES EMPLOYMENT REPORT
 INSTRUCTIONS**

WHO MUST FILE A SUPPLY AND SERVICES EMPLOYMENT REPORT

An S&S Employment Report (ER) must be filed if you meet the following conditions:

CONTRACTOR	CONTRACT VALUE	COMPANY SIZE	SUBMISSION REQUIREMENT
Prime and subcontractors	\$100,000 or greater	50 or more employees	S&S Employment Report
		Less than 50 employees	Less than 50 Employees Certificate

- A separate ER must be submitted for each facility involved in the performance of the contract. This may be headquarters or any "independently operating facility".

An "**independently operating facility**" is headquarters or a site separate from headquarters that makes its own personnel decisions including hires, transfers, promotions and terminations. If the staff employed by a facility is simply sent to a separate location to perform their work, they are still considered part of that facility and are included in one ER.

Example for which ERs must be filed from separate facilities: If your firm is supplying data processing equipment that is manufactured at your Chicago, Illinois plant, sold by your sales office in East Orange, New Jersey and serviced by your maintenance center in New York City, then an ER is necessary for each of the three sites. DLS retains the right to request the submission of an ER from headquarters, if deemed appropriate.

- If your contract value exceeds \$100,000 and your company at all of its facilities employs fewer than 50 employees, you need only submit a "Less than 50 Employees" Certificate.
- It is the responsibility of the contractor to promptly inform all proposed subcontractors that each subcontract must comply with the equal employment opportunity requirements of E.O. 50 and the implementing Rules. Each covered subcontractor must submit a completed Employment Report, or a "Less than 50" Certificate, for each of its operating facilities to the contracting agency before the fifth day following the award date (Comptroller's Office Registration Date) of the contract. DLS will review the subcontractor's Employment Report(s) for compliance.

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.

An Administrative Certificate of Compliance

Issued when the contractor has been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and is valid for 36 months.

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 three months 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: Employment Data Tables

Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

Questions 7 – 11: Please provide the requested company information. 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 indicate how many employees are working in the facility(ies) covered by this ER .

Question 14: A list of industry codes can be found in the appendix of this document.

Question 15a – g: The Procurement Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Explain the nature of the good(s) and/or service(s) being provided under this contract.

Questions 16: List the names and addresses of all of your firm's facilities which are performing work on this contract. (A facility is the headquarters or an operating facility that makes its own personnel decisions. Please note that each separate location is not an independent operating facility unless hiring and termination decisions are made there). For example, a computer organization might have a sales office in Newark, New Jersey which negotiated and/or submitted a contract proposal, manufacturing facilities in Tetersboro, New Jersey and Schaumburg, Illinois which produced the equipment; and a facility in New York City providing systems analysts, programmers and technicians to develop, install and maintain the system. Since all four (4) facilities are involved in performing the contract, all four (4) are independent operating facilities, and they must be identified. If a facility's employment policies, procedures and employment action determinations are made at a different facility or headquarters, that facility must be identified as well. If you are uncertain whether a particular facility should be included, please call DLS and ask for assistance.

Question 17: All subcontractors with subcontracts in excess of \$100,000 must be identified by name and address. As a selected proposed contractor, you must ensure that each of your subcontractors obtain an ER as soon as possible after your organization is selected for the contract.

Questions 18 – 21: These questions refer to your firm's particular facility locations which have been reviewed in the past 36 months. If the operating facilities in the current proposed contract include any locations(s) different from those reviewed and certified in the past 36 months, ERs must be submitted for these facilities.

If your proposed facilities have received a valid Certificate of Approval within the past 36 months, been audited OFCCP, or have 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
- Signature Page

If you are 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 ER 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.

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 22: 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 23a – 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. 23a, 23b, etc.)

Questions 24a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 25: Inquires into where and how I-9 forms are maintained and stored.

Questions 26a – 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 27: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 28: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 29: 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 30: 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 31. 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 32: 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 33. 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.

Question 34: Please check for which job categories the listed policies and practices listed apply.

Question 35: If you employee 150 persons or more please indicate the relevant geographical area from which you recruit for each job category.

LESS THAN 150 EMPLOYEES: Vendors or suppliers with less than 150 employees at the facility(ies) performing on this contract need only complete Parts I, II and the Signature Page.

PART III: EMPLOYMENT DATA TABLES

FORM A: JOB CLASSIFICATION AND INCUMBENTS REPORT

Indicate the name and location of the reported facility in the upper right hand corner of Form A. Please circle the occupational category at the top of the page in order to identify the job titles being reported on the page. Remember, if you circle "professional" the page should reflect only those titles classified as professionals.

You must use separate pages of Form A for each occupational category. You should photocopy as many forms as you need to report all of the titles.

Occupational Category

List and classify each company job title which exists in the reported facility. In selecting the appropriate occupational category for each job title please note that the occupational categories listed in abbreviated form at the upper right corner reflect the eleven (11) occupational categories utilized in the 1990 Census. These occupational categories are listed in Appendix B (page 22) and appear as italicized headings within the parenthesis above each group of occupational titles listed in Appendix B. Be sure you are using the correct occupational category when selecting the category in Appendix B that most closely corresponds to your company job titles.

Company Job Title

Column 1: List all job titles which fall within the category circled. (These are titles, not census codes, occupational categories or specific people).

If you have an unusual company job title which you are unable to place within an occupational category, please fill out the job description form and DLS will classify the job title for you.

If two job titles have similar pay rate, opportunity and responsibility, they may be checked off in the same job group. But you may not skip a job group within an occupational category. The rankings in each occupational category must begin with Job Group 1, then Job Group 2, and so on. It is not necessary to reach Job Group 5, and in fact most small and medium-sized organizations do not.

Under limited circumstances will DLS allow more than five job groups to be established in an occupational category, but in no instance will more than ten job groups be allowed. If you believe that more than five job groups in any occupational category is absolutely necessary, please call DLS and ask for assistance.

Incumbents

Column 5: Record the total number of your current employees by job title.

Columns 6-15: Distribute by sex and minority status (see below), the total number of incumbents in each job title. Add the totals in column 5 for the entire occupational category (e.g., Managers) and place the resulting number in the box at the top left hand corner of the page. If there are no incumbents in an occupational category, you must report zero (0).

"Minority," "Minorities," or "Minority Group" means Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined as follows:

Black: descended from any of the Black African racial groups and not of Spanish origin;

Hispanic: of Mexican, Puerto Rican, Cuban, Dominican, Central or South American Spanish origin or culture regardless of race;

Asian or Pacific Islander: descended from any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands;

Native American, Alaskan Native: descended from any of the original peoples of North America or Alaska and maintaining identifiable tribal affiliation through membership and participation or community recognition.

The incumbents reported should reflect a snapshot of your workforce as of the date your Employment Report was completed.

FORM B: NEW HIRES FORM/TRACKING EMPLOYEES HIRED OVER THE LAST THREE YEARS

The New Hires Form calls for information concerning only those employees hired over the last three years, *including those who are no longer with your firm.*

If any required information is unavailable, please contact the city agency with which you are contracting (contracting agency). If you are contracting through the Department of General Services/Division of Municipal Supplies, you must contact the Division of Labor Services directly.

Social Security No. or Employee ID No.

Column 1: Write the social security number or employee ID number of all employees hired. Each permanent ID number must be employee specific.

Sex and Race/Ethnic Code

Column 2: Using the codes at the bottom of the form, fill in the sex and race of each employee listed in column

Column 3: "Minority," "Minorities," or "Minority Group" means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined on above.

Year of Hire

Column 4: Enter year of hire for each employee hired within the past three years.

If there are no "new hires" for one or more of the past three years, please indicate this at the certification box located below the legends.

Company Job Number at Hire

Column 5: List the company job number (Form A, Column 2) for the title in which the employee was hired.

All company job numbers utilized on this form must be reported on Form A, even if the job title that the job number represents no longer exists. If a company number is listed as a three digit number on the job classification and incumbents form (i.e. 006), that precise three digit number must be utilized in this column and in column eight. Do not substitute "6" for "006".

Matching Census Code

Column 6: Refer to the census codes which were assigned to the job titles on Form A. List the census code assigned to the company job title into which the employee was hired.

If the same company job number is listed more than once in Column 5, the same census code must be assigned each time that company job number is reported.

Where applicable, the same census code may be assigned to different company job numbers. For example, job titles senior accountant and junior accountant may both be assigned detailed census code 023 (accountants and auditors).

If you are unable to find a suitable census code match for one or more of your company job titles, fill in the Job Description Form Employment Report, page 14) and DLS will match it to a census code.

Weekly Salary at Hire

Column 7: Report the weekly salary of each employee listed at hire. If not weekly, salaries must still be listed in a uniform manner (i.e., monthly salaries instead of weekly).

Current Company Job Number

Column 8: Enter the current company job number of each employee listed. This may or may not be a change from Column 5, depending on whether there was a change in job title (promotion, transfer, demotion) for the employee.

If any employee listed as a new hire is no longer with your firm, place an "I" in this column if the employee was discharged or laid off, a "V" if the employee resigned, an "R" if the employee retired and a "D" if the employee is deceased.

Remember that all company job numbers utilized on this form must have been reported on Form A.

Weekly Current Salary

Column 9: Enter the current salary of each employee listed. This may or may not be a change from Column 7. This salary must be reported in the same uniform manner (i.e. weekly, monthly) as Column 7.

If any employee listed is no longer with your firm, place an "I", "V", "R", or a "D" in this column as appropriate.

FORM C: TERMINATIONS FORM/EMPLOYMENT TERMINATIONS OVER THE LAST THREE YEARS

The Terminations Form calls for information concerning only those employees whose employment terminated over the last three years. If no termination occurred in any of the past three years, indicate this fact in the certification box.

If any required information is unavailable, please contact the city agency with which you are contracting (contracting agency). If you are contracting through the Department of General Services/Division of Municipal Supplies, you must contact the Division of Labor Services directly.

Social Security No. or Employee ID No.

Column 1: Write the social security number or other permanent employee ID number for each employee listed. Each permanent ID number utilized must be employee specific.

Please be sure that all employees listed on the "New Hires Form" as terminated (with a "V", "R", "I" or "D" in columns 8 and 9) are consistently reported on this Form.

Sex and Race/Ethnic Code

Column 2: Using the codes at the bottom of the form fill in the sex and race of each employee listed in column

Column 3: "Minority," "Minorities ", or "Minority Group" means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined above.

Age at Termination

Column 4: Indicate the age of each employee listed. Please do not give birth dates.

Year of Hire

Column 5: If any employee listed on this form was rehired, enter the year of last hire.

Last Company Job Number

Column 6: Enter the last company job number assigned to terminees (this number must be from the job numbers assigned on Form A, column 2).

All company job numbers utilized on this form must be reported on the Form A, even if the title and number no longer exist.

Year of Termination

Column 7: Indicate the year of employee's termination.

Type of Termination

Column 8: Indicate the type of termination by placing an "I" in this column if the employee was discharged or laid off, a "V" if the employee resigned, an "R" if the employees retired or a "D" if the employee is deceased.

Remember that all company job numbers utilized on this form must have been reported on Form A.

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.

SUPPLY AND SERVICES EMPLOYMENT REPORT

GENERAL INFORMATION

- 1. Your contractual relationship in this contract is:
Prime contractor _____ Subcontractor _____

- 2. This Employment Report is for:
Headquarters _____ Operating Facility _____

- 3. Would your firm 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

- 3a. 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 _____

- 4. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: 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./ E-mail Address

- 8. _____
Company Name

- 9. _____
Facility Address and Zip Code

- 10. _____
Chief Operating Officer Telephone Number

- 11. _____
Designated Equal Opportunity Compliance Officer Telephone Number
(Or name of person to contact concerning this report)

12. _____
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees at this facility (location): _____

14. Industry code: _____

15. Contract information:

(a) _____
Contracting Agency (City Agency)

(b) _____
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description of contract:

16. List each of the firm's facilities, with addresses and the number of employees where this contract or parts of this contract will be performed. See instructions.

17. Is any or part of this contract, in an amount exceeding \$100,000 to be performed by a subcontractor? Yes___ No___ Not known at this time___

If yes, please submit list the name(s) and address(es) of the subcontractor(s), and either attach a copy of their Employment Report(s) or have them submit directly to the contracting agency. If subcontractors are unknown at this time, see the instructions for subcontractor submissions.

18. Has the Division of Labor Services (DLS) within the past 36 months issued a Certificate of Approval or Administrative Certificate of Compliance to your firm for the facility(ies) involved in the performance of this contract? Yes___ No___

If yes, attach a copy of certificate.

19. Has DLS within the past three months reviewed an Employment Report submission for your firm and issued a Conditional Certificate of Approval or a Conditional Administrative Certificate of Compliance? 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.

20. 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 and includes the facility(ies) listed here? Yes___ No___

If yes,

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

21. 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.

- (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.

22. 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

23. 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?

24. 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___

25. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

26. 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.

27. 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.

28. Does the company have a current affirmative action plan(s) (AAP)?

If yes, for which of the following groups?

___ Minorities and Women

___ Individuals with handicaps

___ Other. Please specify _____

29. 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.

30. 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.

31. 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.

32. 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).

33. 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).

34. Please check below whether the following policies and practices apply to the job categories listed:

Job Category	Job Description	Promote from Within	External Hire	Job Posting	On-the-Job Training
Managers					
Professional					
Technicians					
Sales Worker					
Clericals					
Operatives/Laborers					
Service Workers					

35. **FOR CONTRACTORS EMPLOYING 150 OR MORE EMPLOYEES:** Please indicate below the relevant geographic recruitment or labor market area(s) (i.e. nation, specific county or specific metropolitan, statistical area) for each job category employed at this facility.

Job Category	Relevant Geographic Recruitment or Labor Market Area(s)
Managers	
Professional	
Technicians	
Sales Worker	
Clericals	
Operatives/Laborers	
Service Workers	

IF YOU EMPLOY LESS THAN 150 EMPLOYEES: Please indicate below. Contractors with less than 150 employees do not need to complete Part III.

I certify that there are fewer than 150 people at the facilities listed in this Employment Report.

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.

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

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

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

Date _____

File Number _____

LESS THAN 50 EMPLOYEES CERTIFICATE
(Supply and Services Contracts Only)

Your contractual relationship in this contract is: Prime contractor _____ Subcontractor _____

Are you currently certified as one of the following? Please check yes or no:

MBE Yes ___ No ___ WBE Yes ___ No ___ LBE Yes ___ No ___

DBE Yes ___ No ___ EBE Yes ___ No ___

If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with?

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

Company Name

Employer Identification Number or Federal Tax I.D

Company Address and Zip Code

E-Mail Address

Chief Operating Officer

Telephone Number

Prime Contractor (if Subcontractor)

Contact Person

Contracting Agency

Description of proposed contract:

Are you a Union contractor? Yes ___ No ___ If yes, please list which local(s) you affiliated with

Are you a Veteran owned company? Yes ___ No ___

Procurement Identification Number (PIN)

Contract Registration Number (CT#)

Block and Lot Number
(ICIP/ICAP projects only)

Contract Amount

I, (print name of authorized official signing) _____ hereby certify that I am authorized by the above-named contractor to certify that said contractor currently employs _____ people. This affirmation is made in accordance with NYC Charter Chapter 56, Executive Order No. 50 (1980) and the implementing Rules.

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.

Signature of authorized official

Title

Date

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public

Authorized Signature

Date

APPENDIX IV

NOTICE TO BIDDERS PAYEE INFORMATION PORTAL (PIP)

SUBCONTRACTOR REPORTING SYSTEM RIDER

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. 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.

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 V

EFT VENDOR PAYMENT GENERAL INSTRUCTIONS and FORM



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
- 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.

Authorized Signature	Print/Type Name	Date (MM-DD-YYYY)

APPENDIX VI

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.

APPENDIX VII

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

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 VIII

HIRING AND EMPLOYMENT CONTRACT RIDER

Compliance with HireNYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at \$1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the Hire NYC process and obligations, including reporting requirements throughout the life of the contract. The Hire NYC process requires contractors to enroll with the Hire NYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

HIRING AND EMPLOYMENT RIDER:
HIRENYC AND REPORTING REQUIREMENTS

Introduction

This Rider shall apply to all contracts for goods, services, and construction with a value of one million dollars (\$1,000,000.00) or more, provided, however, that certain requirements of the Rider shall only apply as indicated below. This Rider addresses the HireNYC process, including reporting obligations under the HireNYC process, and certain other reporting requirements imposed by law. In general, the HireNYC process under this Rider requires the Contractor to enroll with the HireNYC portal for the City of New York (“the City”) found within the Department of Small Business Services’s (“SBS”) website, to disclose all entry to mid-level job opportunities described in this Rider arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities.

HireNYC Requirements

A. Enrollment

The Contractor shall enroll with the HireNYC system, found at 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.

B. Job Posting Requirements

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](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.

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.

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 and each anniversary date.

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 Rider shall be interpreted so as to require the Contractor to employ any particular worker.

In addition, the provisions of this Rider 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 Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

C. Breach and Liquidated Damages

If the Contractor fails to comply with the terms of the contract and this Rider (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 contracting agency may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500.00) per breach. For all other events of noncompliance with the terms of this Rider, 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 Rider during the term of the contract, the City may hold the Contractor in default of this contract.

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.

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 or rule, 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 rule, or as otherwise requested by the City.

Construction Requirements

Construction contractors shall comply with the HireNYC requirements set forth above for all non-trades jobs (e.g., for an administrative position arising out of the work of the contract and located in New York City) as set forth above.

In addition, construction contractors shall reasonably cooperate with SBS and the City on specific outreach events, including Hire on the Spot events, for the hiring of trades workers for the work of this contract.

Further, this contract shall be subject to a project labor agreement if so required elsewhere in this contract.

Federal Hiring Requirements

The Contractor shall comply with all federal hiring requirements as may be set forth elsewhere in this contract, including, as applicable:

- 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.
- 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.

CRRGP F K'K

'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.

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 (2nd), fourth (4th), sixth (6th), and eighth (8th) 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 (2nd), fifth (5th), and eighth (8th) 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, §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

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

NYC AGENCY RENOVATION & REHAB CITY OWNED
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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:

NYC AGENCY RENOVATION & REHAB CITY OWNED
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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

NYC AGENCY RENOVATION & REHAB CITY OWNED
BUILDINGS/STRUCTURES PLA

**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:

<p><u>Joseph J. Coletti</u> Louis J. Coletti, President & CEO Building Trades Employers Association BTEANYC - The Voice of Building Trades Employers' Association</p>	<p style="text-align: right;"><u>Edward J. Malloy</u> Edward J. Malloy, President Building and Construction Trades Council </p>		
<p><u>James Abadio</u> Bovis Lend Lease</p> <p><u>John J. Meehan</u> Plaza Construction</p> <p><u>Tommy M. Meehan</u> H&H Construction</p>	<p style="text-align: center;">Construction Management Firms</p> <p><u>Robert A. Meehan</u> Turner Construction</p> <p><u>John J. Meehan</u> Gotham Construction</p>	<p style="text-align: center;">Construction Management Firms</p> <p><u>Robert A. Meehan</u> Skanska USA Building</p> <p><u>Robert A. Meehan</u> Structures</p> <p style="text-align: right;"><u>David M. Meehan</u> Tidman CAULSWELL WINGATE</p>	
Trade Unions:			
<p><u>Michael W. Connelly</u> Carpenters Local No. 5</p> <p><u>John E. Connelly</u> Carpenters Local No. 6</p> <p><u>John E. Connelly</u> Carpenters Local No. 10</p> <p><u>John E. Connelly</u> Carpenters Local No. 12</p> <p><u>John E. Connelly</u> Carpenters Local No. 14</p> <p><u>John E. Connelly</u> Carpenters Local No. 16</p> <p><u>John E. Connelly</u> Carpenters Local No. 18</p> <p><u>John E. Connelly</u> Carpenters Local No. 20</p> <p><u>John E. Connelly</u> Carpenters Local No. 22</p> <p><u>John E. Connelly</u> Carpenters Local No. 24</p> <p><u>John E. Connelly</u> Carpenters Local No. 26</p> <p><u>John E. Connelly</u> Carpenters Local No. 28</p> <p><u>John E. Connelly</u> Carpenters Local No. 30</p> <p><u>John E. Connelly</u> Carpenters Local No. 32</p> <p><u>John E. Connelly</u> Carpenters Local No. 34</p> <p><u>John E. Connelly</u> Carpenters Local No. 36</p> <p><u>John E. Connelly</u> Carpenters Local No. 38</p> <p><u>John E. 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**THE CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES
HUMAN RESOURCES ADMINISTRATION
DEPARTMENT OF SOCIAL SERVICES**

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

E-PIN#:07120B0008

PIN#: 20BSEDM04701

SCOPE: PROVISION OF ON-CALL LEAD ABATEMENT SERVICES
LOCATION: BRONX, NOT LIMITED TO THE BOROUGH
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
