

**City of New York
DEPARTMENT OF CORRECTION**



For Furnishing All Labor and Material Necessary and Required For:

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Procurement Identification Number

PIN 072201714NSD

EPIN 07217B0001

Commissioner
Joseph Ponte

INVITATION FOR BIDS

**THE CITY OF NEW YORK
DEPARTMENT OF CORRECTION
SUPPLY AND SERVICE CONTRACT**

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

Seamless Epoxy Floors and Wall Coating Systems Requirement Contract

PROCUREMENT IDENTIFICATION NUMBER (PIN): 072201714NSD / EPIN: 07217B0001

NOTICE TO BIDDERS: (Instructions)

This bid document book is organized into Parts A - F, so that bidders can easily access information about the bid, the contract and related bid forms in an ordered sequence.

PART A: INFORMATION FOR BIDDERS

PART B: BID FORMS AND RELATED DOCUMENTS

PART C: DETAILED SPECIFICATIONS DESCRIBING SCOPE OF WORK

PART D: TERMS OF CONTRACT

PART E: BONDING AND INSURANCE

PART F: OTHER ATTACHMENTS

PLEASE ALSO NOTE THE FOLLOWING:

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PART A:

INFORMATION FOR BIDDERS

DEPARTMENT OF CORRECTION

The pages in each Part of this document are numbered consecutively. Prospective Bidders must examine the documents carefully. Before bidding, prospective Bidders must notify the agency contact person listed in Section 7 below, in writing, if pages are missing and request that these missing pages be furnished to them.

1. DESCRIPTION OF PROCUREMENT

A. The description and location of the services to be performed are as follows:

On call as, necessary repairs/replacements/new installation services to kitchen, pantry, shower and bathroom seamless floors and walls.

B. The term for this service is: 1,095 Consecutive Calendar Days

2. TIME AND PLACE FOR RECEIPT OF BIDS

A. The Department shall receive all sealed bids at the following location on or before the date and time set forth below:

New York City Department of Correction
Central Office of Procurement
75-20 Astoria Blvd., Suite 160, Conf. Rm. B
East Elmhurst, New York 11370

DATE: Tuesday, February 7, 2017

TIME: 11:00A.M. (bid opening)

B. It is the Bidder's responsibility to assure that its bid is received at the bid location on or before the date and time of the scheduled bid opening and that the bid and all other documents requiring signature are signed and notarized.

C. The completed bid must be submitted in a sealed envelope on or before the time and at the place indicated above. The envelope must indicate:

- (1) The name of the person, firm or corporation presenting the bid;**
- (2) The bid opening date;**
- (3) The PIN number; and**
- (4) The bid title.**

D. Failure to comply with the instructions in this Section 2 may result in rejection of the bid.

3. **PROCUREMENT POLICY BOARD RULES**

This Bid document is subject to the Rules of the Procurement Policy Board of the City of New York (“PPB Rules”) effective September 1, 1990, as amended from time to time. In the event of a conflict between said Rules and a provision of any of these bid documents, then the Rules shall take precedence. A copy of the rules may be obtained by contacting the agency contact person for this project, or online at <http://www.nyc.gov/html/mocs/ppb/html/home/home.shtml>

4. **DEFINITIONS**

The definitions set forth in the PPB Rules shall apply to this bid document.

5. **BID DOCUMENTS**

A. **Documents to be Included.** Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the bid documents.

- (1) The Advertisement for Bids;
- (2) The Information for Bidders;
- (3) The Bid;
- (4) The Contract;
- (5) The Procurement Policy Board Rules;
- (6) The Specifications and Description of the Work;
- (7) The Contract Drawings;
- (8) All addenda issued by the Department, regarding this request for bids, prior to the receipt of bids;
- (9) All provisions required by law to be inserted in this Contract, whether actually inserted or not;
- (10) Notice of Award;
- (11) Insurance Documents;
- (12) Performance and Payment Bonds; and
- (13) Notice to Proceed with Work (*Also known as the Commence Work Letter*).

- B. **General Conditions and Specifications.** 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 bid material, the Detailed Specifications/Scope of Work and the General Condition Parts, which are attached to these bid documents.
- C. **Deposit for Copy of the Bid Documents.** Prospective Bidders may obtain a copy of the bid documents by complying with the conditions set forth in the Advertisement for Bids. A Bid Book deposit is \$25 Dollars, must be in the form of a **money order** or a **certified check**, made payable to the order of the **Commissioner of Finance**, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.
- D. **Additional Copies.** Additional copies of the bid documents may be obtained, subject to the conditions set forth in the advertisement for bids.

6. **PRE-BID CONFERENCE**

- A. The Department shall hold a pre-bid conference on the date and time and at the location set forth below:

TIME: 11:00A.M.
DATE: Monday, January 30, 2017
PLACE: Bulova Corporate Center, Central Office of Procurement, Suite 160, Conf. Rm.
Site Visit will follow Pre-Bid Conference

- B. Bidder attendance at this pre-bid conference is:
Mandatory [] Optional [X] **But Highly Recommended.**

Failure to attend a mandatory pre-bid conference shall be grounds for rejection of a bid.

- C. Nothing stated at the pre-bid conference shall change the terms and conditions of the bid documents unless a change is made by a written amendment as provided in Section 8 below and in accordance with the PPB Rules.
- D. Please notify the agency contact person listed in Section 7 below of the number of representatives from your firm that will attend the pre-bid conference when the bid solicitation documents are picked up.

7. **AGENCY CONTACT**

The agency contact person for this bid shall be:

NAME: Cameron Sutton Jr.
TITLE: Contract Manager
ADDRESS: 75-20 Astoria, Blvd., Suite 160
East Elmhurst, New York 11370
PHONE: (718)-546-0791
FAX NO: (718) 278-6205

Any questions or correspondence relating to this bid solicitation shall be addressed to the agency contact person.

8. **EXAMINATION OF PROPOSED CONTRACT**

A. **Request for Interpretation or Correction.** Prospective Bidders must examine the Contract documents carefully and before bidding must request the ACCO in writing for an interpretation or correction of every patent or latent 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 ACCO may decide to include, will be issued in writing by the ACCO 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 Agency Contact, 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.

B. **Only the Agency Chief Contracting Officer's Interpretation or Correction Binding.** Only the written interpretation or correction given by the ACCO 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.

9. **FORM OF BID**

A. Part B consists of the prescribed forms that must be submitted and must contain:

- (1) The name, residence and place of business of the person(s) making the bid;
- (2) The name of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated;
- (3) A statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud;

- (4) A statement that no Council Member or other officer, employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof;
- (5) A statement that the Bidder is not in arrears to the City or to any agency upon a debt, contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City or to any agency thereof, except as set forth in the bid.

10. BIDDER'S OATH

- A. The bid shall be properly signed by an authorized representative of the Bidder and shall be verified by the written oath of the authorized representative who signed the bid that the several matters stated and information furnished therein are in all aspects true.
- B. 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.
- C. Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover or a separate information sheet setting forth the project name, the contract number (if available), the contracting agency, and the project location.

11. SITE VISIT

- A. Pre-Bid Investigation: Where the work to be performed involves performance of services on City facilities, all Bidders are urged and 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. Bidders will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating or affecting the performance of the work to be done under this Contract which were or should have been indicated to a reasonably prudent bidder. 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.
- B. Changed Conditions: Should the Contractor encounter during the progress of the work, subsurface conditions at the site materially differing from any shown on the Contract Drawings or as indicated in the specifications, or such subsurface conditions as could not reasonably have been anticipated by the Contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the Contract, Contractor must notify the Commissioner immediately and before any such conditions are disturbed. If the Commissioner finds that the conditions do so materially differ, or that they could not reasonably have been anticipated by the Contractor and were not

anticipated by the City, the Contract may be modified with the Commissioner's written approval.

12. IRREVOCABILITY OF BID

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

13. ACKNOWLEDGMENT OF AMENDMENTS

The receipt of any amendment to the Contract documents shall be acknowledged by the Bidder in its bid submission.

14. 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 which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

15. PROPRIETARY INFORMATION/TRADE SECRETS

A. The Bidder shall identify those portions of its bid that it deems to be confidential, or include proprietary information or trade secrets, and shall provide justification why such materials should not be disclosed by the City. The Bidder shall clearly indicate all materials the Bidder desires to remain confidential 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.

B. All such materials so indicated shall be reviewed by the Department and any decision not to honor a request for confidentiality shall be communicated in writing to the Bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the Bidder. Prices, makes, models 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.

16. PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

A. A bid may be modified or withdrawn by written notice, received and signed for by the designated agency contact person in Part A, Paragraph 7, at the Central Office of Procurement, 75-20 Astoria Blvd., Suite 160, East Elmhurst, New York 11370, before the time and date set for the bid opening.

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

17. BID EVALUATION AND AWARD

- A. In accordance with the New York City Charter, the PPB Rules and the terms and conditions of the bid documents, this Contract shall be awarded, if at all, to the responsible Bidder whose bid meets the requirements and evaluation criteria set forth in the bid documents, and whose bid price is either the lowest responsive and responsible bid price, or, if the bid documents so state, the lowest responsive and responsible evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the bid documents.
- B. No negotiations with any bidder shall be allowed to take place except under circumstances and in the manner set forth below. Nothing in this Section shall be deemed to permit a Contract award to a bidder submitting a higher quality item than that designated in the Invitation for Bid if that bid is not also the most favorable bid.
- C. Upon determination of the apparent lowest responsive and responsible bidder and prior to award, the ACCO may elect to open negotiations with the selected bidder 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 the PPB Rules.

18. LATE BIDS, LATE WITHDRAWAL 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.

19. WITHDRAWAL OF BIDS

- A. Except as provided for in Section 16 above, a Bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of opening of bids; thereafter, a Bidder may withdraw its bid only in writing and in advance of an actual award.
- B. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date for commencement of work by written notice to the Bidder, the Bidder, at its option, may ask to be relieved of its obligation to perform the work called for by written notice to the Commissioner. If such notice is given, and the request to withdraw is granted, the Bidder waives all claims in connection with this Contract.

20. MISTAKES IN BIDS

- A. Mistakes 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 16 above.

B. Mistakes Discovered Before Award: In accordance with the PPB Rules, if a Bidder alleges a mistake in its bid after bid opening and before award, the bid may be corrected or withdrawn upon written approval of the ACCO if the following conditions are met:

- (1) Minor Informalities. Minor informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be corrected without prejudice to other Bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The ACCO may waive such informalities or allow the Bidder to correct them depending on which is in the best interest of the City.
- (2) 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.
- (3) 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 ACCO makes the following determination:
 - (a) the mistake was known or made known to the agency prior to bidder selection or within three days after the opening of the bid, whichever period is shorter;
 - (b) the price bid was based on an error of such magnitude that enforcement would be unconscionable;
 - (c) the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error;
 - (d) 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
 - (e) it is possible to place the City in the same condition that had existed prior to the receipt of the bid.

A. Upon the approval of the ACCO, 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 re-solicited pursuant to the PPB Rules. Under no circumstances shall a bid be amended or revised to rectify the error or mistake.

- B. Mistakes Discovered After Award. Mistakes shall not be corrected after award of the Contract except where the ACCO, subject to the approval of City Chief Procurement Officer (CCPO), makes a determination that it would be unconscionable not to allow the mistake to be corrected.
- C. 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 the PPB Rules.

21. TIED LOW BIDS

- A. When two (2) or more low responsive bids from responsible Bidders are identical in price, meeting all the requirements and criteria set forth in the bid documents, the ACCO will break the tie in the following manner in order of priority:
 - (1) Award to a certified New York City small, minority or woman-owned business entity Bidder;
 - (2) Award to a New York City Bidder;
 - (3) Award to a certified New York State small, minority or woman-owned business Bidder;
 - (4) Award to a New York State Bidder.
- B. If two (2) or more Bidders still remain equally eligible after application of Section A above, the 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.

22. REJECTION OF BIDS

A. Rejection of Individual Bids. The ACCO may reject a bid if:

- (1) The Bidder fails to furnish any of the information required pursuant to the bid documents; or if
- (2) The Bidder is determined to be not responsible pursuant to the PPB Rules; or if
- (3) The bid is determined to be non-responsive pursuant to the PPB Rules; or if
- (4) The bid, in the opinion of the ACCO 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 items, or if the imbalance is corrected pursuant to the PPB Rules.

B. Rejection of All Bids. The ACCO may reject all bids and may elect to re-solicit by bid or by other method authorized by the PPB Rules.

23. RIGHT TO APPEAL DETERMINATION OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATION 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 the PPB Rules.

24. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

The bid solicitation is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

25. VENDEX QUESTIONNAIRE

A. New York City Administrative Code Section 6-116.2 and the PPB Rules established a requirement that VENDEX questionnaires or an Affidavit of No Change, as appropriate, must be completed and submitted by all persons or entities seeking to do business with the City of New York. Generally, if this bid is one hundred thousand dollars (\$100,000) or more, or if this bid, when added to the sum total of all contracts, concessions and franchises the Bidder has received from the City and any subcontracts the Bidder has received from a City Contractor within the past twelve (12) months equals or exceeds one hundred thousand dollars (\$100,000) then VENDEX questionnaires must be completed by the Bidder. The VENDEX questionnaires consist of a Business Entity Questionnaire and a Principal Questionnaire, both of which are either included in the Bid documents or may be obtained by contacting the agency contact person listed in Section 7 above. The VENDEX questionnaire or the Affidavit of No Change must be completed and submitted to the Department before any award of the Contract may be made or before an approval is given for a proposed subcontractor. Detailed instructions regarding the completion of VENDEX questionnaires are included in the VENDEX package. Non-compliance with these submission requirements may result in the disqualification of the bid or vendor, disapproval of a subcontractor, subsequent withdrawal of

approval for the use of an approved subcontractor, or the cancellation of the Contract after its award. Questionnaires need be completed only once every three (3) years, so long as a prospective contractor, prior to the award, certifies that there has been no material changes in the information previously submitted. Any questions concerning the VENDEX questionnaires must be submitted to the ACCO or the agency contact person for this Contract.

B. VENDOR NAME CHECK FEE IMPLEMENTATION

Pursuant to Procurement Policy Board Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required.

The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350.

26. COMPLAINTS ABOUT 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 should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 1005, New York, NY 10007.

27. BID, PERFORMANCE AND PAYMENT SECURITY

- A. General. The ACCO may require bid, performance or payment security, or all three (3), on any contract for goods or services (see Schedule "A" located in Part E).
- B. Bid security. Each bid must be accompanied by bid security in an amount and type as specified in Schedule "A" (see Part E). The bid security shall assure the City of New York of the adherence of the Bidder to its bid, the execution of the contract and the furnishing of performance and payment bonds by the Bidder, if required. If a bid does not comply with the bid security requirements of this bid document, the bid may be rejected as non-responsive.
- C. Bid security will be returned to bidders as follows:
 - (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the bid securities of all but the three (3) lowest Bidders. Within five (5) days after the award, the Comptroller will be notified to return the bid securities of the remaining two (2) unsuccessful Bidders.
 - (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful Bidder or, if no Performance and Payment bonds are required, the

Comptroller will be notified to return the bid security only after the sum retained under applicable provisions of the Contract equals the bid security.

- (3) Where all bids are rejected, the Comptroller will be notified to return the bid security of all Bidders at the time of rejection.

D. Performance and Payment Security. The performance and payment security, if required in the bid documents and in the amounts specified in Schedule “A” (see Part E), shall be delivered by the Contractor to the City within ten (10) days after the receipt of a Notice of Award. If a Contractor fails to deliver the required performance and payment security, then the award shall be rescinded, its bid security shall be enforced and the award of the Contract may be made to the next lowest responsive and responsible Bidder or the Contract may be rebid.

E. ACCEPTABLE SECURITY. Acceptable security for bids, performance and payment shall be limited to:

- (1) A one-time bond in a form satisfactory to the City;
- (2) A bank-certified check or money order; or
- (3) City bonds.

F. FORM OF BONDS. Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance and payment bonds are included in the bid documents (*see Part B*). Such bonds must have as surety thereunder, such surety company or companies as are approved by the City of New York and authorized to do business in the State of New York.

G. POWER OF ATTORNEY. Attorneys-in-fact who sign bid, performance or payment bonds must file with each bond a certified copy of their power of attorney to sign said bond.

28. INSURANCE

Bidders are advised that the insurance requirements herein are regarded as a material term of this Contract. During performance and up to the date of final acceptance, including any maintenance and guaranty period, the Contractor must effect and maintain with insurance companies authorized and licensed to do business in the State of New York, the types and amounts of insurance specified in Schedule “A” (See Part E) of this Invitation for Bids. Pursuant to Section 57 of the New York State Worker’s Compensation Law, the bidder must submit proof of worker's compensation and disability benefits coverage to the ACCO prior to the execution of any contract resulting from this solicitation. ALL other required insurance documentation must also be submitted prior to commencement of work of this Contract.

29. FAILURE TO EXECUTE CONTRACT AND FURNISH SECURITY OR INSURANCE

If the successful Bidder fails to execute the Contract and furnish any required security and insurance, within (10) days after notice of the award of the Contract, the bid security of the successful Bidder or so much thereof as shall be applicable to the amount of the award made, shall be forfeited and retained by the City, and the successful Bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any reletting less the amount of such bid security. No plea of mistake in such accepted bid shall be available to the Bidder for the recovery of the bid security or as a defense to any action based upon such accepted bid. Further, should the Bidder's failure to comply with this section cause any funding agency, body or group (Federal, State, City, public, private, etc.) to terminate, cancel or reduce the funding on this project, the Bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency, body or group on this project, less the amount of the forfeited bid security.

30. SALES, EXCISE AND FEDERAL TRANSPORTATION TAXES

Unless this Contract indicates otherwise, the City is exempt from the payment of any sales, excise or Federal transportation taxes. The bid price must be exclusive of such taxes and shall be so construed.

31. BIDDER QUALIFICATIONS - EVIDENCE OF ABILITY AND FINANCIAL QUALIFICATIONS

- A. Before or after Contract award, the City reserves the right to inspect the Bidder's plant or premises.
- B. The Bidder shall, upon request, submit evidence that will prove to the satisfaction of the Commissioner that the Bidder is qualified and able to furnish the services on which it bid and perform the services in the manner and time specified in the Contract. The Bidder shall also furnish evidence that it has secured the necessary licenses, permits or certificates, required by any legislative or regulatory body having jurisdiction, to carry on the business of furnishing the services on which the bid was submitted.
- C. The Bidder shall, upon request, provide complete financial statements prepared by a certified public accountant, which shall include without limitation, a certified balance sheet, revenue and expense sheet, fixed and capital assets, or other information concerning the Bidder's financial status for examination as may be required by the Department to ascertain Bidder's financial qualifications to perform the Contract.
- D. Bids will be accepted from any firm that has been in the business of providing comparable service to that specified herein, for at least the previous (5) years prior to the submission of their bids. Bidders shall further certify that they have performed in a satisfactory or better manner during the above referenced time period. In addition, bidders shall certify that they employ a work force qualified to perform the specified services, as referenced in Part C.

- E. For verification purposes, the lowest apparent responsive and responsible Bidder shall submit the following within five (5) business days of receipt of a request for such from the Department:
1. Documentation that the Bidder has been in business for at least the previous (5) years, performing comparable work;
 2. Documentation that the Bidder is able to provide specially trained and qualified contractors for concrete finishing, setting tiles, marble or other specialized materials including epoxy mortars or other high performance flooring compounds
 3. Business references from at least three clients having comparable premises, serviced by the Bidder, indicating that the work performed was of a satisfactory or better quality; and
 4. Information such as resumes, that provides the names and experience of the Bidder's employees and management that will be responsible for the specified work. If new employees are hired during the term of this contract to perform services for this Contract, the Contractor shall be responsible for providing the aforementioned information about said employee(s) to the Department, within five (5) business days of their hiring. All such new hires shall meet the requirements set forth in Part C, if any.
- F. If the evidence required in Sections 31(B) through 31(E) above is not furnished, or if, upon examination of such evidence or other inspection of the Bidder's plant or premises, it is found that the Bidder does not comply with the requirements set forth in this Contract, the Commissioner shall have the right to reject the bid in whole or in part. Should the non-compliance be discovered after the award is made, the Commissioner shall have the right to cancel and terminate this Contract and/or declare the Contractor in default, in addition to any other remedies provided by Contract or at law or equity.
- G. In addition to any other requirement of this Contract, the Commissioner may request the Bidder to submit a sworn statement or submit to an oral examination setting forth such information as may be deemed necessary by the Commissioner to determine the Bidder's ability and responsibility to perform the work and supply the services in accordance with the Contract.

**32. DEPARTMENT OF BUSINESS SERVICES, DIVISION OF LABOR SERVICES
(EMPLOYMENT REPORT)**

- A. **Who Must File A Complete Employment Report:** In accordance with Executive Order No. 50 (1980), as modified by Executive Order No. 108 (1986) and its implementing regulations, the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York if:
- (1) The Bidder has been identified as the lowest Bidder for a supply or service Contract or his/her proposal for supplies or services has been accepted; and

- (2) The Contract value exceeds fifty thousand dollars (\$50,000); and
- (3) The Bidder's firm employs fifty (50) or more people.

Each successful Bidder must file an ER if it meets each of these conditions. In addition, suppliers, subcontractors or vendors performing on the Contract who meet conditions (2) and (3) above, must also file an ER. The ER will be sent by the low bidder under separate cover.

B. Who must file a Less Than 50 Employees Certificate.

- (1) Any Contractor or any of its facilities performing on the Contract that has fewer than fifty (50) employees, although the Contract value exceeds fifty thousand dollars (\$50,000), need only submit a "Less Than 50 Employees Certificate."
- (2) Any Subcontractor, supplier or vendor to the prime Contractor performing on the Contract and any of its facilities performing on the Contract which have fewer than fifty (50) employees, need only submit the "Less Than 50 Employee Certificate," even if the Subcontract value exceeds fifty thousand dollars (\$50,000).

33. PROMPT PAYMENT

- A. The Prompt Payment provisions set forth in the PPB 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 the PPB 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 the PPB Rules.

34. BIDS SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK

- A. Each Bidder shall submit its bid typewritten or written legibly in ink and shall sign the bid in ink. The signer shall initial in ink any and all erasures or alterations to the bid.
- B. If the bid price has been materially altered, alterations must be initialed in ink by the Bidder. If the alteration has not been initialed in ink, and can be severed from the other items in the bid, then that particular item only may be considered non-responsive.

35. APPROVAL OF CONTRACT

- A. This Agreement shall be neither binding nor effective unless and until it is registered with the Comptroller of the City of New York pursuant to the New York City Charter § 328.

- B. The requirements of this Section 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.

36. PERFORMANCE EVALUATIONS

The Contractor is subject to an annual performance evaluation to be conducted by the Agency pursuant to the PPB Rules.

37. BID SHEETS

Please use the Bid Sheets in Part B of this Invitation for Bids document for your unit price quotations and projected total costs for the term of the Contract.

38. MINORITY OWNED AND WOMEN OWNED BUSINESS ENTITY (M/WBE)

If the contract resulting from this Invitation for Bids will be subject to M/WBE participation requirements under Section 6-129 of the Administrative Code of the City of New York, as indicated by the inclusion of Schedule B – M/WBE Utilization Plan (Attachment A) and the Participation Goals indicated in Part I thereof, proposers must complete the Schedule B – M/WBE Utilization Plan and submit it with their proposal. Please refer to the Schedule B – M/WBE Utilization Plan and the Notice to All Prospective Contractors (Attachment A) for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms. If the proposer intends to seek a full or partial waiver of the Participation Goals on the grounds described in Section 10 of the Notice to All Prospective Contractors, including but not limited to, proposer’s intention to use its own forces to perform any or all of the required contract work would result in a failure to attain the Participation Goals, the proposer must request and obtain from the Agency a full or partial waiver of the Participation Goals (M/WBE Utilization Plan, Part III) in advance of proposal submission and submit the waiver determination with the proposal. Please note that if a partial waiver is obtained, the proposer is required to submit a completed Schedule B-M/WBE Utilization Plan based on the revised Participation Goals in order to be found responsive.

39. NO BLASTING

Unless otherwise permitted in the Plans and/or Specifications, no blasting will be allowed. The Contractor shall use line drilling or other methods acceptable to DOC.

40. LABOR LAW

Section 220 of the New York State Labor Law requires payment of the prevailing rate of wages when a public agency contract involves the employment of laborers, workers, or mechanics and concerns a public work. Public works projects are, as a general matter, public construction projects.

Labor Law 231 requires prevailing wages to be paid to each service employee under a contract in which the “principal purpose” is to furnish services through the use of building service employees. Labor Law 230(1) defines "building service employee" or “employee” as “any person

performing work in connection with the care or maintenance of an existing building, or in connection with the transportation of office furniture or equipment to or from such building, or in connection with the transportation and delivery of fossil fuel to such building.” Labor Law section 231 does not require the payment of prevailing wages to service employees if the *principal purpose* of the contract is not to furnish services provided by building services employees.

41. IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

A. 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") §103-9. 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:

- (1) 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
- (2) 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.

B. 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.

C. 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.

42. SUBCONTRACTOR REPORTING

- A. 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.
- B. In order to obtain subcontractor approval under Article 11 of Part D 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.
- C. 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.
- D. Contractor hereby agrees to these provisions.

PART B: BID FORMS

- I. BIDDER INFORMATION**
- II. BIDDER REPRESENTATION AND WARRANTIES**
- III. BID SCHEDULE OF PRICES AND
SIGNATURE OF BIDDER AND AFFIDAVIT**
- IV. TAX AFFIRMATION**
- V. IRAN DIVESTMENT ACT CERTIFICATION**
- VI. BID BOND FORMS**

NOTICE

- Before bidding, Bidders must review, by personal examination or such other means as they may prefer, the nature and extent of the work required, detailed specifications, plans, agreement and location(s) of the proposed work. Bidders must determine and allow for all difficulties which may be encountered in the prosecution of the work.

**FAILURE TO COMPLETE THIS PART B IN DETAIL WILL RESULT IN REJECTION
OF YOUR BID**

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PIN 072201714NSD

**The City of New York
Department of Correction
Bid for Furnishing All Labor and Material Necessary and Required For:**

PIN NUMBER: 072201714NSD

Date of Bid: _____

I. BIDDER INFORMATION

Name of Bidder: _____

Contact Person: _____

Address: _____

Telephone Number: (____) _____

Fax Number: (____) _____

Type of Organization (Check one of the following boxes)

- Individual
- Unincorporated organization (e.g. partnership or joint-venture)
- Corporation

Place of Business of Bidder: _____
STREET ADDRESS

CITY STATE ZIP CODE

If Bidder is a Corporation

Corporate Tax ID Number: _____

Jurisdiction of Incorporation: _____

Year of Incorporation: _____

Names and Home Addresses of the Following Officers:

President:

NAME: _____

ADDRESS: _____

PIN 072201714NSD

Secretary:
NAME: _____
ADDRESS: _____

Treasurer:
NAME: _____
ADDRESS: _____

If Bidder is an individual

Residence of Bidder: _____
STREET ADDRESS

CITY STATE ZIP CODE

* Social Security Number: _____ - -

* *Under the Federal Privacy Act, 5 USC § 552a (1996), as amended from time to time, the furnishing of social security numbers on City Contracts is voluntary. Failure to provide a social security number will not result in a bidder's disqualification. The City will use social security numbers to identify bidders to ensure their compliance with laws, to assist the City in enforcement of laws and to provide the City with a means of identifying those businesses that seek City Contracts.*

If Bidder is a partnership

Employer Identification Number: _____

Names of Partners

Residence

If Bidder is a Joint Venture

Employer Identification Number: _____

Names of Joint Venturers

Residence

II. BIDDER REPRESENTATIONS AND WARRANTIES

Each of the above-named Bidders hereby certifies, affirms and declares:

A. This Bidder is of lawful age and the only one interested in this bid and that no person, corporation or organization other than hereinabove named has any interest in this bid or in the Contract.

B. The Bidder and each person bidding on the Bidder's behalf do hereby certify, under penalty of perjury, that to the best of each such person's knowledge and belief:

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 prices with any other bidder or with any competitor or potential competitor; and

Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder or to any competitor; and

No attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation or organization to submit or not to submit a bid for the purpose of restricting competition; and

No member of the City Council, or other officer, 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; and

This 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 obligations 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 the State of New York, nor is there any proceeding pending relating to the responsibility or qualification of this Bidder to receive public contracts except _____

_____.

C. The Bidder has examined all parts of this Bid document, including but not limited to the Contract and the terms and conditions thereof, and if this bid is accepted as submitted, this Bidder shall execute the Contract as set forth herein.

PIN 072201714NSD

- D. This 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.
- E. This Bidder is duly licensed to do business in the City of New York and the State of New York and the Bidder currently holds or agrees to obtain all necessary permits and other authorization required by law or regulation for performance of the Contract.
- F. This Bidder's attention has been specifically drawn to the equal employment provisions of the Contract and this Bidder warrants that it will comply with all the terms and provisions prescribed therein.
- G. This Bidder as an individual or as a member, partner, director or officer of the Bidder, if the same be a firm, partnership or corporation executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance of this Contract:
- 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 Section 220-e of the New York State Labor Law; and
 - Have complied with the provisions of the aforesaid laws since its effective date; and
 - Will post notices setting forth the requirements of the aforesaid laws, to be furnished by the City, 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 review them, and will continue to keep such notices posted until the supplies, materials, equipment, work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City.
- H. The Bidder, as an individual, or as a member, partner, director or officer of the Bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that the Bidder is not disqualified under the provisions of Section 6-109 of the Administrative Code of the City of New York for the award of this Contract and that should this bid be accepted by the City and this Contract awarded to the Bidder, the Bidder and his subcontractors engaged in the performance of this Contract:
- 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 any other stipulations and rules and regulations applicable thereto; and

- Have complied with the provisions of said Section 6-109 and said rules and regulations since their respective enforcement date insofar as applicable to the bidder and to his subcontractors.

- I. The Bidder as an individual, or as a member, partner, director or officer of the Bidder, by executing this document on behalf of such firm, partnership or corporation, represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other Contract between the parties. The Bidder makes such representations and warranties to induce the City to enter into this Contract and the City relies upon such representations and warranties in the execution hereof. For breach or violation of such representations and warranties, the Commissioner shall have the right to annul this Contract without liability, entitling the City to recover all monies paid hereunder and the Bidder/Contractor shall not make claims for, or be entitled to recover any sum or sums due under this Contract. This remedy, if effected shall not constitute the sole remedy afforded the City for the falsity or breach nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Contract.

- J. The Bidder has visited and examined the site of the work and has examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions and will provide, furnish and deliver all work, materials, supplies, equipment and all labor and material necessary or required for the completion of the Contract work, all in strict conformity with the Contract, in accordance with the schedule of prices appended hereto.

- K. The Bidder represents and warrants that it will not utilize tropical hardwoods as defined in Section 167-b of the New York State Finance Law in the performance of this Contract except as expressly permitted by the foregoing provisions of law.

All material, fixtures, supplies and equipment furnished under the Contract shall be new and unused, except as approved by the Agency or as specified and of standard first-grade quality and the best workmanship and design. The City encourages use of recycled products where practicable.

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BID SHEET
PIN 072201714NSD

Item #1: Floor and wall recoating or Resurfacing systems
Price to include Labor and Coating System per sq. ft.

Coating Cost Per Sq. Ft.	Estimated Quantity	Labor/Sq. Ft.	Material /Sq. Ft.	Unit Price (Labor/Sq. Ft + Material/Sq. Ft)	Total (Unit Price x Estimated Quantity)
\$ Coating Cost for 1-500 sq. ft.	2,000				
\$ Coating Cost for 501-1000 sq. ft.	4,000				
\$ Coating Cost for 1001-2500 sq. ft.	7,000				
\$ Coating Cost for 2501-5000 sq. ft.	10,000				
\$ Coating Cost for 5001-10,000 sq. ft.	12,000				
\$ Coating Cost for 10,000+ sq. ft.	12,000				
Item #1 Total					

Item #2: two or three part repair mortars
Price to include Labor and Coating System per sq. ft.

	Estimated Quantity	Labor/Sq. Ft.	Material /Sq. Ft.	Unit Price (Labor/Sq. Ft + Material/Sq. Ft)	Total (Unit Price x Estimated Quantity)
\$ Coating and Mortar Cost for 1-200 sq. ft.	2,500				
\$ Coating and Mortar Cost for 201-500 sq. ft.	2,500				
\$ Coating and Mortar Cost for 501-1000 sq. ft.	2,500				
\$ Coating and Mortar Cost for 1001-5000 sq. ft.	2,500				
\$ Coating and Mortar Cost for 5001-10,000 sq. ft.	5,001				
\$ Coating and Mortar Cost for 10,000+ sq. ft.	10,001				
Item #2 Total					

BID SHEET
PIN 072201714NSD

Item #3: Crack and floor repair mortars used specifically for high temperature applications

Price to include Labor and Coating System per sq. ft.

	Estimated Quantity	Labor/Sq. Ft.	Material /Sq. Ft.	Unit Price (Labor/Sq. Ft + Material/Sq. Ft)	Total (Unit Price x Estimated Quantity)
\$ Cost for 1-180 sq. ft.	500				
\$ Cost for 181-500 sq. ft.	2,000				
\$ Cost for 501-1000 sq. ft.	2,500				
\$ Cost for 1001-2500 sq. ft.	2,000				
\$ Cost for 2500+ sq. ft.	3,000				
Item # 3 Total					

Item #4: Moisture and water Resistive coating systems used as a base

Price to include Labor and Coating System per sq. ft.

	Estimated Quantity	Labor/Sq. Ft.	Material /Sq. Ft.	Unit Price (Labor/Sq. Ft + Material/Sq. Ft)	Total (Unit Price x Estimated Quantity)
\$ Cost for 1-180 sq. ft.	500				
\$ Cost for 181-500 sq. ft.	1,000				
\$ Cost for 501-1000 sq. ft.	1,500				
\$ Cost for 1001-2500 sq. ft.	2,000				
\$ Cost for 2500+ sq. ft.	3,000				
Item #4 Total					

BID SHEET
PIN 072201714NSD

Item #5: Primers used for vertical applications

Price to include Labor and Coating System per sq. ft.

	Estimated Quantity	Labor/Sq. Ft.	Material /Sq. Ft.	Unit Price (Labor/Sq. Ft + Material/Sq. Ft)	Total (Unit Price x Estimated Quantity)
\$ Cost for 1-500 sq. ft.	1,000				
\$ Cost for 501-1000 sq. ft.	1,500				
\$ Cost for 1001-2500 sq. ft.	2,000				
\$ Cost for 2500+ sq. ft.	3,000				
Item #5 Total					

Item #6: Coatings made for vertical applications

Price to include Labor and Coating System per sq. ft.

	Estimated Quantity	Labor/Sq. Ft.	Material /Sq. Ft.	Unit Price (Labor/Sq. Ft + Material/Sq. Ft)	Total (Unit Price x Estimated Quantity)
\$ Coating Cost for 1-500 sq. ft.	1,000				
\$ Coating Cost for 501-1000 sq. ft.	1,500				
\$ Coating Cost for 1001-2500 sq. ft.	2,000				
\$ Coating Cost for 2501+ sq. ft.	3,000				
Item #6 Total					

BID SHEET
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Item #7: Self leveling or floor fillers for built up or for achieving positive drainage

	Estimated Quantity	Labor/cu. Ft.	Material /cu. Ft.	Unit Price (Labor/cu. Ft + Material/cu. Ft)	Total (Unit Price x Estimated Quantity)
\$ Cost for 1— 30 cu ft.	30				
\$ Cost for 31 – 60 cu ft.	60				
\$ Cost for 61 – 90 cu ft .	110				
\$ Cost for 91- 120 cu ft.	160				
\$ Cost for 120 cu ft. +t	210				
Item #7 Total					

Item #8: General Mortar Fillers

	Estimated Quantity	Labor/Cu.Ft.	Material /Cu. Ft.	Unit Price (Labor/Cu. Ft + Material/Cu. Ft)	Total (Unit Price x Estimated Quantity)
\$ Cost for 1-25 cu. ft.	50				
\$ Cost for 26- 50 cu. ft.	75				
\$ Cost for 51- 75 cu. ft.	125				
\$ Cost for 76- 100 cu. ft.	175				
\$ Cost for 100+ cu. ft.	225				
Item #8 Total					

BID SHEET
PIN 072201714NSD

Item #9: Elastomeric Sealant for areas that need to accommodate movement (for bid purposes the depth assumed is ½ inch)

	Estimated Quantity	Labor/ lin. Feet	Material/ lin. Feet	Unit Price (Labor/lin. Ft + Material/ lin. Ft)	Total (Unit Price x Estimated Quantity)
\$ Cost for 1-25 lin. ft.	75				
\$ Cost for 26-50 lin. ft.	125				
\$ Cost for 51-75 lin. ft.	150				
\$ Cost for 76-100 lin. ft.	200				
\$ Cost for 101-150 lin. ft.	250				
\$ Cost for 150+ lin. ft.	320				
Item #9 Total					

Item #10: saw cut and remove existing floor, wall or other substrate or subflooring to receive new application, per one inch (1") of depth

	Estimated quantity	Labor / lin. ft.	Material / lin. ft.	Unit Price (Labor/Ft + Material/ Ft)	Total (Unit Price x Estimated Quantity)
Linear ft. of saw cutting per 1" of depth	10,000 Linear ft.				
Item #10 Total					

Total Bid Amount: (Item #1+2+3+4+5+6+7+8+9+10) _____

Total Bid Amount in words: _____

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SIGNATURE OF BIDDER AND AFFIDAVIT

Name of Bidder: _____

By: _____
Partner or Authorized Corporate Officer

Print Name

Print Title

Date: _____

FOR CORPORATIONS ONLY:

(Corporate Seal):

ATTEST: _____
Secretary of Corporate Bidder

Affidavit on following page must be subscribed and sworn to before a Notary Public.

AFFIDAVIT

STATE OF NEW YORK, COUNTY OF _____ SS:
_____ being duly sworn, says:

Note to Bidders: *Choose only one (1) of the following three (3) options. (Check box and complete)*

- Individual Bidder:
I am the person described in and who executed the foregoing bid and the several matters therein stated are in all respects true.
- Corporation Bidder:
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 several matters therein stated, and they are in all respects true.
- Unincorporated Organization (*e.g. Partnership or Joint Venture*) Bidder:
I am a member of _____, the unincorporated organization described in and which executed the foregoing bid. I subscribed the name of the unincorporated organization thereto on behalf of such organization and the several matters therein stated are in all respects true.

(Signature of the person who signed the bid)

Print Name: _____

Print Title: _____

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

Notary Public

IV.

TAX AFFIRMATION

The undersigned Bidder affirms and declares that said 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 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, 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 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 Non-Incorporated Organization.
EMPLOYER IDENTIFICATION NUMBER: _____ - ____ - _____

C. Corporation (*If a corporation place seal below*)
EMPLOYER IDENTIFICATION NUMBER: _____ - ____ - _____

By: _____
Signature **Title**

If a corporation place seal here:

* Under the Federal Privacy Act, 5 USC § 552a (1996), as amended from time to time, 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 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 which seek City Contracts.

V. **BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 20__

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
_____ day of _____, 20__

Notary Public

Dated

VI. BID BOND FORMS

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

2. Affix Acknowledgments and Justification of Sureties.

BID BOND FORM

WE _____

_____ hereinafter
referred to as the “Principal,” and _____

_____ hereinafter referred to as the “Surety” 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 of America, 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 submit (*or has* submitted) to the City the accompanying
bid, hereby made a part hereof, to enter into, a contract in writing for

_____.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not
withdraw said bid without the consent of the City for a period of forty-five (45) days after the
opening of bids and, in the event of acceptance of the Principal’s bid by the City the Principal
shall:

- A. Within ten (10) days after notification by the City, execute in triplicate and deliver to the
City all the executed counterparts of the Contract in the form set forth in the Contract
Documents, in accordance with the bid as accepted, and

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- B. Furnish a Performance Bond and a Payment Bond, as may be required by the City for the faithful performance and proper fulfillment of the Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient Sureties, and
- C. In all respects perform the Contract created by the acceptance of the bid as provided in the Information for Bidders, which is incorporated herein by reference or if the City shall reject the aforesaid bid then this obligation shall be null and void; otherwise it remains in full force and effect and the Surety shall fulfill its obligations under this Bid Bond.

In the event that the Principal's bid shall be accepted by the City and the Contract awarded to him, then the Surety hereunder agrees, subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims under this Bid Bond shall in no event exceed the penal amount of this bid as stated herein.

In the event that the City accepts the Principal's bid, and either a Performance Bond, Payment Bond or both will not be required by the City on or before the thirtieth day after the date on which the City signs the Contract, there shall be no liability under the Bid Bond as to such Performance Bond or Payment Bond.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of the time within which the City may accept the Principal's bid, or by any waiver by the City of any of the requirements in the bid documents. The Surety hereby waives notice of any such postponements, extensions, or waivers.

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IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this ____ day of _____, 20__.

Principal (LS)

(Seal)

By: _____

Surety

(Seal)

By: _____

ACKNOWLEDGMENT OF CONTRACTOR—IF A CORPORATION

State of _____ County of _____ ss:

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

Notary Public

ACKNOWLEDGMENT OF CONTRACTOR—IF A PARTNERSHIP

State of _____ County of _____ ss:

On this ___ day of _____, 20___, before me personally appeared _____
_____ to me known and known to me to be a member of the
firm of _____
the firm described in and who executed the foregoing instrument and he/she acknowledged to me
that he/she executed the same as and for the act and deed of said firm.

Notary Public

ACKNOWLEDGMENT OF CONTRACTOR—IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this ____ day of _____, 20__, before me personally appeared

to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same for the purpose herein mentioned.

Notary Public

PART C: DETAILED SPECIFICATIONS/SCOPE OF WORK

SECTION ONE - GENERAL REQUIREMENTS

1.0 INTENT:

This is a requirement service contract. The Commissioner of the Department of Correction reserves the right to order the services and materials required herein on an as-needed basis. No minimum or maximum quantity of services or deliverables is guaranteed. The quantities stated herein are for bidding purposes only. The Department reserves the right to order fewer or more services and materials than the estimate as needed; to increase and/or decrease the dollar value of each individual Work Order for any facility/location, and to add and or delete facilities/locations to be serviced, as solely determined by the Department. The Department also reserves the right to procure like services from other sources, should it deem that the Contractor is unable to perform all the services required within imposed time deadlines.

The scope of work to be performed, as well as the pricing of the work to be performed at each facility, shall be specified by the individual Work Order issued.

1.01 TERM:

The term of this Contract shall be 1095 consecutive calendar days commencing on the date specified in the Contractor's Notice to Proceed. Included within the services to be provided is the provision of all labor and/or material necessary to replace, repair the seamless floors and/or walls or perform repair work as otherwise required. Upon expiration, the department has two (1) year renewal options. A Renewal is contingent upon Contractor performance. A price escalation will be allowed for the renewal period, see details in Part D Article 7.

1.02 SITE VISIT

IT IS RECOMMENDED THAT THE BIDDERS PERSONALLY EXAMINE THE SITES PRIOR TO SUBMITTING A BID.

Locations of site visits will be announced at the pre-bid meeting. The Department's Nutritional Services Division will schedule a site visit after pre-bid conference on the same date. The Department requires a minimum of 48 hours advance notice to arrange for clearances and access to the work site.

2.00 SCOPE:

The Contractor shall supply on-call, as necessary repair, replacements, installations services for seamless epoxy floor and wall coating systems for the facilities listed in Section 3.00. Products manufactured by Stonhard were used in the past and have been applied in various locations through out the facilities. Any new product supplied must have equal or better performance and must be compatible with the previously installed products. Once the Department issues a request

for work, the Contractor shall perform a field inspection of the work area within 2 business days and shall submit the following minimum documents as part of the proposed cost estimate:

1. Clearly defined scope of work for the repair requested.
2. Detailed cost estimate utilizing the unit bid items in the contract. If the work requires use of materials that are not part of the unit bid items, such materials or systems shall be submitted for review and approval and shall be priced according to article 21 (under extra work)
3. Projected quantities of materials to be used or areas to be repaired. A field sketch indicating the location within the facility and the dimensions of the work area shall be provided. During the field inspection, the Contractor shall look for potential issues that could compromise the integrity of the floors or walls, such as cracks, cove base damage, slip resistance issues, and disbonded areas and shall take into account such issues when preparing the cost estimate. The written estimate shall be sent to:

**Director of Food Service Operations
Nutritional Services Division Trailer
Riker's Island
7 East 2nd Street
East Elmhurst, NY 11370.**

The written estimate must utilize the bid items and must be received 5 business days after the field inspection. Unless otherwise agreed upon in writing by both the Department and the Contractor, the scope of work shall be limited to that specified in the scope of the estimate, or authorized amendments issued by the Nutritional Services Division. Contractor performance shall conform to the terms of the written estimate approved by the Department Project Manager.

The contractor shall be prepared to provide the following product options (or approved equal) compatible with currently installed floor and/or wall systems. The currently installed systems / materials are manufactured by Stonhard. All of the following listed manufacturers supply products that are similar to the existing products / systems. All manufacturers and products to be used shall be submitted for review and approval to the DOC project manager with the proposed cost estimate. The submission shall consist of at least three complete packages of manufacturer's data product sheets specifying the products to be used, the application methodology, coverage rate and other specific requirements.

Available manufacturers (not all inclusive, listed in alphabetical order)

BASF
BELZONA
ENECON
MAPEI
STONHARD

Item #1: Floor and wall (Recoating) or resurfacing Systems

A top coating used when existing surfaces and/or finish textures have worn off. Primer, texture and coating is usually required.

Item #2: Two or three part repair mortars:

A two or three-part floor repair system needed when cracks have developed and compromised the floor. The existing floor (or surface) must be removed and the product must be applied with texture, grout and then coated with a final recoating system.

Item #3: Crack and floor repair mortars used specifically for high temperature applications

A product used in high temperature areas. Product should be urethane based mortar system that is designed to work in high thermal shock areas. The existing floor is removed and the urethane based mortar system is applied with texture and grout and then coated with the finish recoating system.

Item #4: Moisture and water resistive coating system used as a base

Base coat used in areas to eliminate osmotic blistering caused by excess moisture occurring in slabs or below grade. .

Item #5: Primers used for vertical applications

A Primer made specifically for vertical application.

Item #6: Coatings made for vertical applications

A coating system made specifically for vertical applications.

Item #7: Self leveling systems or floor fillers for built up or for achieving positive drainage

A filler or built up system, used for pitching and leveling surfaces prior to priming and coating. .

Item #8: General mortar fillers

A general purpose filler, used to fill in holes or voids in floor substructure. Finish systems to be applied as required.

Item #9:

Elastomeric Sealant for areas that need to accommodate movement (per ½” depth –see bid item payment terms):

An elastomeric filler/caulk for areas where movement is of concern (i.e. sealing around drains, expansion joints, etc.)

Item #10:

Saw cut and remove existing floor, wall or other substrate or subflooring to receive new application, per one inch (1”) of depth

3.00 FACILITIES:

ANNA M. KROSS CENTER (**AMKC**)
18-18 HAZEN STREET
EAST ELMHURST, NY 11370
(RIKERS ISLAND)
SUPERVISOR OF MECHANICS
718-546-3575

ROBERT N. DAVOREN CENTER (**RNDC**)
11-11 HAZEN STREET
EAST ELMHURST, NY 11370
(RIKERS ISLAND)
SUPERVISOR OF MECHANICS
718-546-6975/6976

ERIC M. TAYLOR CENTER (**EMTC aka CIFM**)
10-10 HAZEN STREET
EAST ELMHURST, NY 11370
(RIKERS ISLAND)
SUPERVISOR OF MECHANICS
718-546-5775

GEORGE MOTCHAN DETENTION CENTER (**GMDC**)
15-15 HAZEN STREET
EAST ELMHURST, NY 11370
(RIKERS ISLAND)
SUPERVISOR OF MECHANICS
718-546-4575

GEORGE R. VIerno CENTER (**GRVC**)
09-09 HAZEN STREET

EAST ELMHURST, NY 11370
(RIKERS ISLAND)
SUPERVISOR OF MECHANICS
718-546-2075

JAMES A. THOMAS CENTER (**JATC aka HDM**)
14-14 HAZEN STREET
EAST ELMHURST, NY 11370
(RIKERS ISLAND)
SUPERVISOR OF MECHANICS

NORTH INFIRMARY COMMAND (**NIC**)
15-00 HAZEN STREET
EAST ELMHURST, NY 11370
(RIKERS ISLAND)
SUPERVISOR OF MECHANICS
718-546-1175

OTIS BANTUM CORRECTIONAL CENTER (**OBCC**)
16-00 HAZEN STREET
EAST ELMHURST, NY 11370
(RIKERS ISLAND)
SUPERVISOR OF MECHANICS
18-546-6475

ROSE M. SINGER CENTER (**RMSC**)
19-19 HAZEN STREET
EAST ELMHURST, NY 11370
(RIKERS ISLAND)
SUPERVISOR OF MECHANICS
718-546-7575/7576

WEST FACILITY (**WF**)
16-06 HAZEN STREET
EAST ELMHURST, NY 11370
(RIKERS ISLAND)
SUPERVISOR OF MECHANICS
718-546-4426

BROOKLYN HOUSE OF DETENTION FOR MEN (**BKDC**)
275 ATLANTIC AVENUE
BROOKLYN, NY 11201
SUPERVISOR OF MECHANICS
718-797-8296

MANHATTAN DETENTION COMPLEX (MDC)
125 WHITE STREET
NEW YORK, NY 10013
SUPERVISOR OF MECHANICS
212-225-7316/5

QUEENS HOUSE OF DETENTION FOR MEN (QHDC)
126-02 82ND AVENUE
KEW GARDENS, NY 11415
SUPERVISOR OF MECHANICS
718-575-5359

VERNON C. BAIN CENTER (VCBC aka MTF or Maritime Facility)
1 HALLECK STREET
BRONX, NY 10474
SUPERVISOR OF MECHANICS, 718-579-8378

4.00 LIQUIDATED DAMAGES:

Should the Contractor fail to adhere to the terms of responses and submissions described in Section 2.00 (Scope) liquidated damages will be assessed in the amount of \$50.00 per day, or part thereof. If the contractor commences work on any pre-approved job and is unable to complete the job within the mutually agreed upon timeframe, the contractor will be liable for liquidated damages in the amount of \$250.00 per day, or part thereof, until the job is completed.

4.01 PAYMENT TERMS

Payment to the Contractor shall be made in accordance with the following schedule.

Goods and Service - Payment for goods and services rendered by the Contractor will be reimbursed at the mutually agreed upon written estimate. Payment shall be made for actual work performed, for goods and services rendered on a facility-by-facility basis, and shall be limited to the approved written estimate and amendment(s) thereof issued for each individual facility.

BID ITEMS PAYMENT TERMS

- ITEM NO. 1: Floor and wall recoating or resurfacing systems**
- ITEM NO. 2: Two or three part repair mortars**
- ITEM NO. 3: Crack and floor repair mortars used specifically for high temperature applications**
- ITEM NO. 4: Moisture and water resistive coating system used as a base**
- ITEM NO. 5: Primers used for vertical applications**
- ITEM NO. 6: Coatings made for vertical applications**
- ITEM NO. 7: Self leveling or floor fillers for built up or for achieving positive drainage**
- ITEM NO. 8: General mortar fillers**
- ITEM NO. 9: Elastomeric Sealant for areas that need to accommodate movement (for bid purposes the depth assumed is 1/2" :**
- ITEM NO. 10: Saw cut and remove existing floor, wall or other substrate or subflooring to receive new application, per one inch (1") of depth**

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WORK: Under these items, the Contractor shall prepare substrates, perform preliminary work and furnish and place the materials required to achieve a solid and proper repair pursuant to the manufacturer's recommendations and to the satisfaction of the agency all in accordance with the plans, specifications and directions of the resident engineer.

MATERIALS: Unless otherwise specified herein, all materials and methods of construction shall conform to the manufacturer's specifications and requirements.

MORTARS & MIXING: Shall be as specified in the manufacturer's data sheets and subject to the approval of the resident engineer. Overmixing or under mixing will not be allowed. Batches of mixed materials not in conformance with the specifications and the manufacturer's recommendations will be properly disposed and shall not be used on the project. Contractor will mix only the amounts of materials required for each application.

APPLICATION: All coatings, mortars and materials shall be applied on solid, structurally sound and clean surfaces prepared in accordance with the manufacturer's recommendations. All surfaces to receive coatings, mortars or other materials shall be inspected by the resident engineer prior to the application of new materials. Sub surfaces found to be inferior, structurally unsound or improperly prepared will be immediately addressed and corrected. The contractor assumes all liability for improperly adhered or installed materials and will be required to make repairs for failed installations / applications, at no additional cost to the agency, if the contractor fails to secure the approval of the resident engineer for the proper preparation of the substrate surfaces prior to the application.

FORMS: The Contractor shall furnish and place forms as required and shall remove them as directed by the resident engineer.

CURING: All applications shall be protected in accordance with the manufacturer's recommendations and as directed by the resident engineer.

SURFACE FINISH: Unless otherwise indicated on the contract plans, the manufacturer's recommendations or directed by the resident engineer applications shall have:

- a. A rubbed finish, if they are to be covered by a finish surface or application
- b. A smooth finish if they are to remain exposed

MEASUREMENT AND PAYMENT: The quantity of material applications to be paid for under ITEMS #1 through #6 shall be the number of **SQUARE FEET** up to a 1" (one inch) of depth of materials furnished and applied as shown on the plans, as recommended by the manufacturer and as directed by the resident engineer.

The price bid shall be a unit price per SQUARE FOOT of materials applied up to 1" (one inch) of depth, and shall include the cost of all labor, materials, equipment, subsurface preparation and incidentals necessary to complete the work, in accordance with the plans and specifications, to

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the satisfaction of the resident engineer. The removal of cracked or otherwise unsuitable subflooring or substrate shall be paid for under the respective items

Item #7: Self leveling systems or floor fillers for built up or for achieving positive drainage

A filler or built up system, used for pitching and leveling surfaces prior to priming and coating.

Item #8: General mortar fillers

A general purpose filler, used to fill in holes or voids in floor substructure. Finish systems to be applied as required.

WORK: Install / apply specialized systems as required by the manufacturer and as directed by the resident engineer.

MEASUREMENT AND PAYMENT: The quantity of mortars and fillers to be paid for under this item shall be the number of CUBIC FEET of mortars and fillers furnished and installed in place and placed to the lines and grades shown on the plans or as directed by the Engineer.

The price bid shall be a unit price per CUBIC FOOT of mortars or fillers installed and shall include the cost of furnishing all labor, materials and equipment, including subsurface preparation, cleaning and protection and other incidental expenses to complete the work in accordance with the plans and specifications and to the satisfaction of the resident engineer. Any saw cutting or removal of cracked or otherwise unsuitable subflooring or substrate to accommodate the new application shall be paid for under the respective items.

Item #9: Elastomeric Sealant for areas that need to accommodate movement (per 1/2" depth –see bid item payment terms)

An elastomeric filler/caulk for areas where movement is of concern (i.e. sealing around drains, expansion joints, etc.)

Work: Under this item, the Contractor shall saw cut new joints, clear existing joints or otherwise create the conditions necessary to accommodate expansion or movement of existing floor and wall systems or new floor and wall systems in accordance with the plans, specification and direction of the resident engineer.

Execution: All work shall be done by competent mechanics in an approved manner to the satisfaction of the resident engineer.

All saw cutting shall be carried out to the full depth required per manufacturer's recommendations or direction of the resident engineer. Saw cutting shall be done to accurate, neat and straight lines marked prior to commencement of work. Saw cutting shall be done with approved power saws specifically designed and manufactured for such a purpose. All necessary measures shall be taken to minimize noise and dust production and protect surrounding areas from contamination. All noise and dust mitigation methods must have the approval of the facility

and the resident engineer. Upon completion of work, the surrounding areas will be inspected and cleaned thoroughly, if found to be contaminated with dust or other debris particles.

Workmen shall wear safety clothing and eye protection while operating hand tools or equipment and shall be thoroughly familiar in the safe operation of the equipment.

ELASTOMERIC MATERIALS: prior to their incorporation into the work, elastomeric materials shall be submitted for approval to the resident engineer. Elastomeric material shall be installed when and where required to achieve proper water tightness, proper expansion and unrestrictive movement of materials or areas and systems. Elastomers shall be installed at the manufacturer's depth recommendations or as directed by the resident engineer and shall be of the appropriate chemical composition to resist decomposition, cracking, dry rot and contamination. Installed elastomer shall be protected during the curing cycle as recommended by the manufacturer. Damage to the elastomer for failure to protect it properly, as recommended by the manufacturer and the resident engineer during its curing, will result in its replacement at no additional cost to the city. Remove all protection measure, as soon as product is cured.

QUALITY CONTROL: Product containers shall not be opened until application is ready to proceed. Used containers and left over product shall be disposed properly and not be used on the project , unless specifically allowed by the manufacturer , the resident engineer and within the "open container "shelf life of the product.

MEASUREMENT AND PAYMENT: The quantity of ELASTOMERIC SEALANT FOR AREAS THAT NEED TO ACCOMMODATE MOVEMENT to be paid for under this item shall be the number of LINEAR FEET of Elastomeric material installed up to ½" (one half inch) of depth, either horizontally or vertically, in accordance with the plans, specifications and directions of the resident engineer.

The price bid shall be a unit price per LINEAR FOOT up to ½" (one half inch) of depth and shall include the cost of all labor, materials, equipment, saw cutting and surface preparation and protection and incidentals necessary to complete the work in accordance with the plans and specifications to the satisfaction of the resident engineer. Any saw cutting and subfloor / substrate removals shall be paid for under the respective items

Item #10: Saw Cut

Saw cut and remove existing floor, wall or other substrate or subflooring to receive new application, per one inch (1") of depth

WORK: Under this item, the Contractor shall saw cut existing pavements, floors, curbs, walls or any substrate surface that is required to be removed up to the depth on 1" (one inch) in order to apply the new materials or systems as recommended by the manufacturer, as shown on the plans and specifications and as directed by the resident engineer. Removal of the cracked or deficient material is included and part of the saw cutting operation.

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EXECUTION: All work shall be done by competent mechanics in an approved manner to the satisfaction of the Engineer.

All saw cutting shall be carried out to the full depth required by the manufacturer in order to remove defective substrate and achieve a positive adhesion and proper installation of the new application. Saw cutting shall be done to accurate, neat and straight lines marked previously to commencement of work. Saw cutting shall be done with approved power saws specifically designed and manufactured for such a purpose. Caution shall be exercised to avoid damaging adjoining areas or buried items. The defective, unstable or otherwise undesirable areas shall be removed to sound structure. Provide noise and dust mitigation measures, for all saw cutting and mechanical chisels operations used to breakup and remove the defective substrates.

Workmen shall wear safety clothing and eye protection while operating saw equipment and shall be thoroughly familiar in the safe operation of the equipment.

MEASUREMENT AND PAYMENT: The quantity of SAW CUT AND REMOVE EXISTING FLOOR, WALL OR OTHER SUBSTARTE OR SUBFLOORING TO RECEIVE NEW APPLICATION PAVEMENT to be paid for under this item shall be the number of LINEAR FEET of saw cutting performed and defective material removed, in accordance with the plans, specifications and directions of the Engineer. Measurement of saw cutting shall be either horizontal or vertical.

The price bid shall be a unit price per LINEAR FOOT UP TO ONE INCH OF DEPTH and shall include the cost of all labor, materials, equipment and incidentals necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

4.02 INVOICING

Unless otherwise approved by the Director of Facilities Maintenance and Repair Division, the Executive Director of Financial Systems, or the Agency Chief Contracting Officer, the invoice, back up documentation and completed Audit Compliant Paperwork shall be submitted within 30 business days following authorized work completion to:

**Contracts Payment Coordinator
New York City Department of Correction
Financial System Division
Bulova Corp. Center 75-20 Astoria Boulevard
East Elmhurst, NY 11370**

Each invoice shall include supplies, materials and parts used in the work order; and the total cost being billed for the items. The applicable Facilities Maintenance and Repair Division Authorization Number must be prominently noted on the invoice. Back up documentation include receipts or other acceptable documentation indicating Contractor cost shall be supplied.

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include receipts or other acceptable documentation indicating Contractor cost shall be supplied. Audit Compliant Paperwork shall be provided. Two copies of the required documents must be submitted along with the original. In addition, the Contractor shall forward copies of each invoice to the Deputy Director Food Service Operations. The Department shall reject and return any improper prepared invoice.

5.00 WORKMANSHIP/GUARANTEES

The Contractor shall provide workmanship at the highest grade possible, consistent with the function to be performed. All repairs/replacements/diagnostic services shall be executed in the best, most thorough, substantial and workmanlike manner feasible. Only mechanic(s) and assistant/grinders skilled in their respective trades, with at least four years of experience in setting tiles, placing finished concrete and mortars, setting marble or other specialized epoxy flooring systems, shall be employed to perform the specified work.

Supplies, material and parts furnished shall be of the size and kind required in the best practices of the trade, and as approved by the Department. Unless otherwise directed, supplies and materials shall be new, of the best grade and quality, and free from defect. All work, supplies and materials shall be guaranteed to be free of defect for one year from the date of final acceptance by the Department. During the guaranty period, occurrence of defect as a result of the work performed shall be remedied by the Contractor free of cost.

5.01 QUALIFICATION OF CONTRACTOR

Upon the Department's request, bidder shall submit the following within five business day of receipt

Documentation demonstrating that, at the time of bid due date, the bidder has been in business for at least the previous five (5) consecutive years performing work of similar size and scope and that the contractor is trained in concrete placement, concrete finishing, setting tiles , marble or other specialized materials including epoxy mortars or other high performance flooring compounds

1. References for comparable work from at least three clients stating that the work performed is satisfactory or better.
2. Names and experience of each person on the job. If an employee is hired after the start date of the Contract, the contractor shall provide the information to the Department within five business days of hiring. All personnel on the job shall meet the requirements set forth in Section 5.01.

END OF SPECIFICATION

(Note: See also Part E and Schedule “A” which contains the bonding and insurance requirements)

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PART D: TERMS OF CONTRACT

CHAPTERS AND ARTICLES OF THE CONTRACT

ACKNOWLEDGMENTS (*Signatures and Notarizations*)

THE CITY OF NEW YORK
DEPARTMENT OF CORRECTION

THIS CONTRACT, made and entered into this ___ day of _____, 20__ by and between the City of New York, acting by and through the Commissioner of the Department of Correction, located at 75-20 Astoria Blvd., Suite 160, East Elmhurst, New York 11370 and _____ located at _____.

WITNESSETH:

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

CHAPTER I
THE CONTRACT AND DEFINITIONS

ARTICLE 1 THE CONTRACT

- A.** Except for titles, subtitles, headings, running headlines, tables of contents and indices (*all of which are printed herein merely for convenience*), the following, except for such portions thereof that may be specifically excluded, shall be deemed to be part of this Contract:
- (1) The Advertisement for Bids;
 - (2) The Information for Bidders;
 - (3) The Bid;
 - (4) The Contract;
 - (5) The Procurement Policy Board Rules;
 - (6) The Specifications and Description of Work;
 - (7) The Contract Drawings;
 - (8) All Addenda issued by the Department prior to the receipt of Bids;
 - (9) All provisions required by Law to be inserted in this Contract, whether actually inserted or not;
 - (10) The Notice of Award;

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- (11) Insurance Documents;
- (12) Payment and Performance Bonds; and
- (13) Notice to Proceed with Work (also known as the Commence Work Letter).

ARTICLE 2 DEFINITIONS

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

- (1) **“ADDENDUM”** or **“ADDENDA”** shall mean the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.
- (2) **“AGENCY”** shall mean a city, county, borough or other office position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.
- (3) **“AGENCY CHIEF CONTRACTING OFFICER” (ACCO)** shall mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate agency staff in conjunction with the CCPO.
- (4) **“CITY”** shall mean the City of New York.
- (5) **“CITY CHIEF PROCUREMENT OFFICER” (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of supplies and services.
- (6) **“COMMISSIONER”** shall mean the head of the Department of Correction of the City of New York, or his/her duly authorized representative.
- (7) **“COMPTROLLER”** shall mean the Comptroller of the City of New York.
- (8) **“CONTRACT”** or **“CONTRACT DOCUMENTS”** or **“AGREEMENT”** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.
- (9) **“CONTRACT DRAWINGS”** shall mean those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

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- (10) **“CONTRACT WORK”** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.
- (11) **“CONTRACTOR”** shall mean the entity signing this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.
- (12) **“DAYS”** shall mean calendar days, except where otherwise specified.
- (13) **“DEPARTMENT”** or **“DOC”** shall mean the Department of Correction of the City of New York, acting by or through the Commissioner thereof, or his/her duly authorized representative.
- (14) **“EXTRA WORK”** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to the Extra Work Provision of this Contract.
- (15) **“FINAL ACCEPTANCE”** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.
- (16) **“LAW”** or **“LAWS”** shall mean the Constitutions of the United States and the State of New York, the New York City Charter (“Charter”), the New York City Administrative Code (“Admin Code”), a statute of the United States or of the State of New York, a local rule of the City of New York, and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.
- (17) **“OTHER CONTRACTOR(S)”** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who has a contract with the City for work on or adjacent to the site of the Work.
- (18) **“PROCUREMENT POLICY BOARD” (PPB)** shall mean the Agency of the City of New York whose function it is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.
- (19) **“PROJECT MANAGER”** shall mean the person designated by the Commissioner to act as such in relation to this Contract. For this Contract the Project Manager is Mr. Thomas Burke.

- (20) **“REQUIRED QUANTITY”** in a unit price Contract shall mean the actual quantity of any item of work or materials which is required to be performed or furnished in order to comply with the Contract.
- (21) **“SITE”** shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as are necessary to complete the Work.
- (22) **“SPECIFICATIONS”** shall mean all of the directions, requirements and standards of performance applying to the work as hereinafter detailed and designated under the Specifications.
- (23) **“SUBCONTRACTOR”** shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site. Whenever the word Subcontractor is used, it shall also mean Sub-Subcontractors.
- (24) **“SUPPLIER”** shall mean an actual or potential contractor; a supplier.
- (25) **“WORK”** shall mean everything required to be furnished and done by the Contractor under the contract, and shall include both Contract Work and Extra Work if applicable.

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CHAPTER II
THE WORK AND ITS PERFORMANCE

ARTICLE 3 CHARACTER OF THE WORK

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

ARTICLE 4 COMPLIANCE WITH LAWS

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

(1) Right to Know. Without limiting the generality of the foregoing, where applicable, as per the NYS "Right to Know" law and the Federal OSHA Hazard Communication standard 29 CFR 1200, Contractors providing services to the Department are required to submit appropriate Manufacturer Safety Data Sheets (MSDS) when using chemically based substances on DOC premises. Failure to provide the relevant MSDS may cause Contractor to be deemed unacceptable for award or, if work is already in progress, may result in the termination of the Contract (with applicable penalties). For any questions regarding this regulation contact the BUREAU OF TOXIC SUBSTANCE ASSESSMENT New York State Health Department; Flanigan Square, 547 River Street, Troy, New York 12180-2216; (518) 402-7800.

(2) Noise Control Code Provisions. In accordance with the provisions of the Admin Code, Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this Contract and which are subject to the provisions of the City Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Admin Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the Commissioner.

The Contractor agrees to comply with Section 24-219 of the Admin Code and implementing rules codified at 15 Rules of the City of New York ("RCNY") Section 28-100 et seq. In accordance with such provisions, the Contractor, if the Contractor is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at

each Site, in which the Contractor shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the Contractor cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by Department. In addition, the Contractor's certified Construction Noise Mitigation Plan is subject to inspection by the Department in accordance with 15 RCNY section 28-101. No Contract work may take place at a worksite unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the Contractor shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Admin Code and RCNY.

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

ARTICLE 5 PROTECTION OF WORK, PERSONS AND PROPERTY

- A. During the performance of the Work and up to the date of Final Acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss or injury, theft and/or vandalism, and in the event of any such damage, loss or injury, theft and/or vandalism the Contractor shall promptly replace or repair such Work at its own expense, whichever the Project Manager shall determine to be preferable.
- B. During the performance of the Work and up to the date of Final Acceptance, the Contractor shall take all reasonable precautions to protect the persons and property of the City and of others from damage, loss or injury resulting from the Contractor's and its Subcontractor's operations under this Contract.
- C. Within three (3) days after notice to the Contractor of the occurrence of any such loss, damage or injury to work, persons or property, or any accidents, the Contractor shall make a full and complete report thereof in writing to the Project Manager. The Contractor shall notify the City, in writing, of any loss, damage, or injury to work, persons or property or any accidents on the Site within twenty-four (24) hours of the occurrence.
- D. If any person or property of the City or other sustains loss, damage or injury resulting from the operations of the Contractor and/or its Subcontractors in their performance of this Contract, or from the Contractor's and/or its Subcontractor's failure to comply with any of the provisions of this Contract or of the Law, the

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Contractor shall indemnify and hold the City harmless from any and all claims and judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason therefor. Insofar as the facts and Laws relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent provided by Law.

- E. The Contractor shall defend at its own expense, indemnify and hold the City harmless from any and all claims or judgments for damages (including but not limited to delay damages from other Contractors) and from costs and expenses to which the City may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its Subcontractors, or their failure to comply with the provisions of this Contract or of the Law. Insofar as the facts and Laws relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent provided by Law.
- F. In the event any claim is made or any action brought in any way relating to this Contract, other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance which the City may reasonably require of the Contractor. The Contractor shall report to the Department in writing within five (5) business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.
- G. The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor or the City.
- H. The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided in this Agreement.
- I. Withholding of Payments

(1) In the event that 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 Contract for the purpose of set-off in sufficient sums to cover the said claim or action.

(2) In the event that any City property is lost or damaged, except for normal wear and tear, the City shall have the right to withhold further payments under this Contract for the purpose of set-off in sufficient sums to cover such loss or damage.

(3) The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 15 has accepted the City's tender of the claim or action without a reservation of rights.

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(4) The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Contract 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 Contract.

(5) The rights and remedies of the City provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provided by Law or this Contract.

**CHAPTER III
TIME PROVISIONS**

ARTICLE 6 COMMENCEMENT AND EXECUTION OF THE WORK

The period of performance of this Contract shall be as shown in Schedule “A” (see Part E), and Contractor shall commence Work on the date specified in the Department’s order to commence work letter. The time for performance of the Work under the Contract shall be computed from the date specified in such written notice. Time being of the essence of this Contract, the Contractor shall thereafter prosecute the Work diligently as well as assure its completion not later than the date specified in the Contract (see Schedule “A”, Part E) or on the date to which time for completion may be extended.

ARTICLE 7 RENEWAL

The Commissioner reserves the right in his/her sole discretion to renew this Contract for additional year(s), as set forth in Schedule “A” (see Part E), at the same terms, conditions and prices as stated herein. The Department shall endeavor to provide the Contractor sixty (60) days prior written notice of such renewal. Failure to provide such notice shall not prevent the Department from exercising this option to renew. The Contractor may request a cost escalation based on the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics Series ID CUURAIIOISAO/CUURSA101SAO for All Urban Consumers NY-NJ-CT. The Contractor shall be entitled to the percentage change between the CPI for the preceding twelve (12) month period, ending one hundred twenty (120) days prior to the third anniversary of contract commencement, or a five percent (5%) maximum escalation rate, whichever is less. The following is an example of escalation calculation:

CPI for Current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

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ARTICLE 8 LIQUIDATED DAMAGES

- A. In the event the Contractor shall fail to complete the Work within the time frame fixed for such completion in Schedule “A” (see Part E) of this Contract, plus authorized time extensions, or if the Contractor, in the sole discretion of the Commissioner, has abandoned the Work, then the Contractor must pay to the City the sum listed in Schedule “A” (see Part E) for each and every Day that the time consumed in completing the Work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed to as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.
- B. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification or of the Contractor's obligation to indemnify the City, or of any other remedy provided for by the Contract or by Law.
- C. The Commissioner may deduct and retain out of the monies which may become due hereunder, the amount of such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, then the Contractor shall be liable to pay the difference upon demand by the Commissioner.

ARTICLE 9 WORK SCHEDULES

- A. To enable the Work to be performed in an orderly and expeditious manner, the Contractor, within ten (10) days after the award of this Contract, unless otherwise directed by the Project Manager, shall submit to the Project Manager a proposed progress schedule if required by the Detailed Specifications, including without limitation any information requested by the Project Manager, and the following information, as appropriate for the Contract:
 - (1) The anticipated time of commencement and completion of each of the various operations to be performed under this Contract; and
 - (2) The sequence and interrelationship of each of these operations with the others and with those of other related contracts; and

(3) The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the Work.

- B. The proposed progress schedule shall be revised as directed by the Project Manager until finally approved by the Project Manager and after such approval, shall, subject to the provisions of this Article, be strictly adhered to by the Contractor.
- C. If the Contractor shall fail to adhere to the approved progress Schedule, or to the schedule as revised in accordance with this Article, he must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such schedule.
- D. Requests for Information or Approval. From time to time as the Work progresses and in the sequence indicated by the approved progress schedule, the Contractor must submit to the Project Manager a specific request in writing for each item of information or approval required by the Contractor. These requests must state the latest date upon which the information or approval is actually required by the Contractor and must be submitted sufficiently in advance thereof to allow the Project Manager a reasonable time to act upon such submissions or any necessary re-submissions thereof.

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

- E. Notice of Conditions Causing Delay. - Within five (5) days after the commencement of any condition which is causing or may cause delay in completion of the Work, the Contractor must notify the Project Manager in writing of the effect, if any, of such condition upon the previously approved progress schedule and must state why and in what respects if any, the condition is causing or may cause such delay.

Failure of the Contractor to strictly comply with this requirement may in the discretion of the ACCO, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from such change, or other condition. Such failure shall also constitute a waiver by the Contractor of any and all claims for damages for delay arising therefrom and no right to recover on such claims shall exist.

- F. If and when appropriate, the progress schedule shall be revised by the Project Manager and when approved by the ACCO the revised schedule must be strictly adhered to by the Contractor.
- G. Coordination With Other Contractors During the progress of the Work, Other Contractors may be engaged in performing other work in the project area. In that

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event the Contractor shall coordinate the Work to be done hereunder with the work of such Other Contractors in such manner as the Project Manager may direct.

(1) If the Project Manager shall determine that the Contractor is failing to coordinate his Work with the work of Other Contractors as the Project Manager has directed:

- i. The Commissioner shall have the right to withhold any payments otherwise due hereunder until the Project Manager's directions are complied with by the Contractor, and
- ii. The Contractor shall indemnify and hold the City harmless from any and all claims or judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Project Manager's directions promptly; and
- iii. The City shall have the right to exercise the powers reserved in Article 5 hereof with respect to any claims which may be made for damages due to this Contractor's failure to comply with the Project Manager's direction promptly.

(2) The Contractor shall notify the Project Manager in writing if any Other Contractor on this Site is failing to coordinate its work with the Work of this Contract. If the Project Manager finds such charges to be true, the Project Manager shall promptly issue such directions to the Other Contractor with respect thereto as the situation may require. The City shall not, however, be liable for any damages suffered by any Other Contractor's failure to coordinate its work with the Work of this Contract or by reason of the Other Contractor's failure to promptly comply with the directions so issued by the Project Manager, or by reason of any Other Contractor's default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any contractor. The Contractor agrees to make no claim against the City for any damages relating to or arising out of any directions issued by the Project Manager pursuant to this Article 9 (including but not limited to the failure of any Other Contractor to comply or promptly comply with such directions), or the failure of the Project Manager to issue any directions, or the failure of any Other Contractor to coordinate its work, or the default in performance of any Other Contractor.

(3) The Contractor shall indemnify and hold the City harmless from any and all claims or judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Project Manager's directions promptly; and the Comptroller shall have the right to exercise the powers reserved in Article 5 with respect to any claims which may be made for damages due to the Contractor's failure to comply with the Project Manager's directions promptly. Insofar as the facts and Law relating to any claim would preclude the City from being

completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent provided by Law.

(4) Should the Contractor sustain any damage through any act or omission of any Other Contractor having a contract with the City for the performance of work upon the Site or of work which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder or through any act or omission of a subcontractor of such Other Contractor, the Contractor shall have no claim against the City for such damage, but shall have a right to recover such damage from the Other Contractor under the provision similar to the following provisions which apply to this Contract and have been or will be inserted in the contracts with such Other Contractors.

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

(6) The City's right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 8, or by the exercise of any other remedy provided for by contract or by Law.

ARTICLE 10 EXTENSION OF TIME FOR PERFORMANCE—GOODS AND NON-CONSTRUCTION RELATED SERVICES

- A.** If performance by the Contractor is delayed for a reason set forth in the Contract, the Contractor may be allowed a reasonable extension of time to complete the Work in conformance with this Article and with the PPB Rules.

- B.** Upon written application of the Contractor, the ACCO may grant an extension of time for performance of the Contract Work. Said application must state, at a minimum, in detail, each cause for delay, the date the cause of the alleged delay occurred and the total delay in days attributed to such cause.

- C. Grounds for Extension. If such application is made by the Contractor, the Contractor shall be entitled to an extension of time for delay in completion of the Work caused solely:
- (1) By the acts or omissions of the City, its officers, agents or employees;
 - (2) By the acts or omissions of Other Contractors on this project; or
 - (3) By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, Acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor).
- D. The ACCO acting entirely within his or her discretion may grant an application for an extension of time for causes of delay other than those herein referred.
- E. The ruling of the ACCO shall be final and binding as to the allowance of an extension and the number of days allowed.
- F. Permitting the Contractor to continue to work after the time for completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.

CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 11 SUBCONTRACTS

- A. The Contractor shall not make Subcontracts totaling in amount more than the percentage of the total Contract price fixed in Schedule "A" (see Part E), without prior written permission from the Commissioner.
- B. The Contractor shall not enter into any subcontracts for the performance of the obligations, in whole or part, under this Contract, without the prior written approval of the Department. Before entering into any Subcontracts, the Contractor must submit a written statement to the Commissioner giving the name and address of the proposed Subcontractor, the portion of the work and materials which he is to perform and furnish, the cost of the Subcontract, the VENDEX questionnaire if required, and any other information tending to prove that the proposed Subcontractor has the necessary facilities, skill, integrity, past experience and

financial resources to perform the Work in accordance with the terms and conditions of this Contract.

- C. If an approved Subcontractor elects to Subcontract any portion of his Subcontract, the proposed Sub-subcontract shall be submitted in the same manner as directed above.
- D. The Commissioner will notify the Contractor within a reasonable time whether the proposed Subcontractor is qualified or not qualified. If the proposed Subcontractor is not qualified, the Contractor may thereupon submit another proposed Subcontractor unless the Contractor decides to do the Work. No Subcontractor shall be permitted on the Site unless approved.
- E. Before entering into any subcontract hereunder, the Contractor shall inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Work to be performed and the materials to be furnished under such Subcontract, and every such Subcontract shall expressly stipulate that all the labor performed and materials furnished thereunder shall strictly comply with the requirements of this Contract. Without limiting the generality of the foregoing, 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 Department and the Contractor.
 - (2) nothing contained in such contract shall impair the rights of the Department.
 - (3) nothing contained therein, or under the Agreement between the Department and the Contractor shall create any contractual relationship between the Subcontractor and the Department, and
 - (4) the Subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Agreement between the Department and the Contractor.
- F. The Commissioner's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractor and of such Subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed the agent or employee of the Contractor to the extent of its Subcontract.
- G. The Contractor shall be responsible for ensuring that all Subcontractors performing work at the site have either their own insurance coverage or are covered by the Contractor's insurance as required by Article 15 and Schedule "A" in Part E of this Contract.

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- H. Prior to the commencement of the Contract Work, the Contractor shall have executed all subcontracts necessary for the completion of such Work. The Contractor shall promptly, upon request, file with the Project Manager a confirmed copy of all such Subcontracts.
- I. The Contractor shall make all payments to any Subcontractors in compliance with payment provisions of this Contract.

ARTICLE 12 ASSIGNMENTS

- A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or the right to execute it, or the right, title, or interest, in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract, 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 assignment. When used in Article 12, the phrases “otherwise dispose of this Contract” and “other disposition” shall be broadly construed, and shall be deemed to include, without limitation, sale or transfer of all or a majority of the shares of the Contractor, if the Contractor be a corporation, or any change in controlling ownership of the Contractor, if the Contractor be a partnership, limited partnership or any other form of business entity.
- B. Such assignment, transfer, or conveyance shall not be valid until filed in the office of the Commissioner and the Treasurer, with the written consent of the Commissioner endorsed thereon or attached thereto.
- C. Failure to obtain the prior written consent of the Commissioner to such an assignment, transfer or conveyance, may result in the revocation and annulment of this Contract. The City shall thereupon be relieved and discharged from any further liability to the Contractor, its assignees, transferees, or sub-lessees, who shall forfeit or lose all monies therefore earned under the Contract, except so much as may be required to pay the Contractor’s employees.
- D. The provisions of this clause shall not hinder, prevent or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State of New York.
- E. This Contract may be assigned by the City to any corporation, agency or instrumentality having authority to accept such assignment.

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CHAPTER V
CONTRACTOR'S SECURITY AND GUARANTY

ARTICLE 13 **PERFORMANCE SECURITY DEPOSIT**

- A.** The bid security, if required, shall be retained by the Comptroller as security for the Contractor's faithful performance of the Contract and will be returned to the Contractor only after the sum retained under Article 14 hereof equals the amount of the bid security, subject to the other provisions of this Contract. If performance and payment bonds are required, any bid security posted shall be returned within a reasonable time of the posting of such bonds and execution of this Contract by the City.
- B.** If the Contractor is declared in default under Article 40 hereof prior to the return of the deposit, or if any claim is made, the amount of such deposit, or so much thereof as the Comptroller may deem necessary, may be retained and then applied by the Comptroller:

(1) To compensate the City for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of reletting and liquidated damages; or

(2) To indemnify the City against any and all claims.

ARTICLE 13 A **PAYMENT GUARANTEE**

13A.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 13A does not apply.

13A.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 13A, guarantee payment of all lawful claims for:

13A.2.1 Wages and compensation for labor performed and/or services rendered; and

13A.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

13A.3 The provisions of Article 13A.2 are subject to the following limitations and conditions:

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13A.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 13A.

13A.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 13A.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 13A.3.4 and 13A 3.5.

13A.3.3 Nothing in this Article 13A shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

13A.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

13A.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

13A.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 13A.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

13A.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand.

The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

13A.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

13A.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

13A.4 Upon the receipt by the **City** of a demand pursuant to this Article 13A, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

13A.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

13A.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

13A.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City's** review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 16 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

13A.5 The provisions of this Article 13A shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

13A.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 13A, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

13A.7 Nothing in this Article 13A shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

13A.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

13A.9 The payment guarantee made pursuant to this Article 13A shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 13A within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 14 RETAINED PERCENTAGE

As security for the faithful performance of this Contract, the Commissioner shall deduct, and retain until the final completion of the Work, a percentage of the value of work certified for payment in each partial payment voucher, as set forth in Schedule “A” (see Part E).

ARTICLE 15 INSURANCE REQUIREMENTS

- A. Types of Insurance: The Contractor shall procure and maintain the following types of insurance if, and as indicated in, Schedule “A” (with the minimum limits and special conditions specified in Schedule “A”, see Part E). Such insurance shall be maintained from the date the Contractor is required to provide Proof of Insurance pursuant to Article 15(C) (1) through the date of completion of all required Work. All insurance shall meet the requirements set forth in this Article 15(B). Wherever this Article requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

1. Commercial General Liability Insurance: The Contractor shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this Contract. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office (“ISO”) Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU) (unless irrelevant to the Work); and incidental malpractice.
 - (a) Such Commercial General Liability Insurance shall name the City as an Additional Insureds. Coverage for the City shall specifically include the City’s officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10, and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.
 - (b) If any of the Work includes repair of a waterborne vessel owned by or to be delivered to the City, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer’s Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the City.
2. Workers’ Compensation Insurance, Employers’ Liability Insurance, and Disability Benefits Insurance: The Contractor shall provide Workers Compensation Insurance, Employers’ Liability Insurance, and Disability Benefits Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Contract (except for those employees, if any, for which the Laws require insurance only pursuant to Article 15(B) (1) (c).
3. United States Longshoremen’s and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule “A” (see Part E), the Contractor shall provide insurance in accordance with the United States Longshoremen’s and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this Contract.
4. Commercial Automobile Liability Insurance: The Contractor shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and

hired vehicles to be used in connection with this Contract. Coverage shall be at least as broad as the latest edition of ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

5. Contractors Pollution Liability Insurance: If specified in Schedule “A”, the Contractor shall provide Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, suit, or proceedings arising from the operations under this Contract. Such insurance shall be in the Contractor's name and list the City as an Additional Insured. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

- (a) Coverage for the City as Additional Insured shall specifically include the City’s officials and employees and be at least as broad as provided to the Contractor for this Project.

- (b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this Contract, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three years from the time the Work under this Contract is completed.

6. Marine Insurance:

- (a) Marine Protection and Indemnity Insurance: If specified in Schedule “A” or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall provide Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the Contractor and for the City (together with its officials and employees) as Additional Insured for bodily injury and property damage arising from marine operations under this Contract. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft, not caused by collision.

- (b) Hull and Machinery Insurance: If specified in Schedule “A” or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall provide Hull and Machinery Insurance with coverage for the Contractor and for the City (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.
 - (c) Marine Pollution Liability Insurance: If specified in Schedule “A” or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall provide Marine Pollution Liability Insurance covering itself as Named Insured and the City (together with its officials and employees) as Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.
7. Professional Liability Insurance: If specified on Schedule “A” or if professional services are provided pursuant to this Agreement, the Contractor shall maintain Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement. Such insurance shall include an endorsement to 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 or by any Subcontractor providing professional services under this Agreement
- (a) 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 (2) 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.

8. Other Insurance: If specified in Schedule A, the Contractor shall provide such other types of insurance, at such minimum limits and with such conditions as specified.

B. General Requirements for Insurance Coverage and Policies:

1. All required insurance policies shall be procured from companies that are licensed to do business in the State of New York and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the New York City Office of the Corporation Counsel.
2. The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.
3. No policy shall have a self-insured retention above \$50,000 unless expressly authorized by the Commissioner.
4. In his/her sole discretion, the Commissioner may, subject to the approval of the Comptroller and the Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.
5. The City's limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as Named Insured under all primary, excess and umbrella policies of that type of coverage.
6. The Contractor may satisfy its insurance obligations under this Article through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.
7. Policies of insurance provided pursuant to this Article shall be primary and non-contributing to any insurance or self-insurance maintained by the City.
8. Policies of insurance provided pursuant to this Article, other than Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance, United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance, Commercial Automobile Liability Insurance, shall include a waiver of the right of subrogation with respect to all insured named therein.

9. Policies of insurance provided pursuant to this Article shall provide that notice under the Policy to the City as Additional Insured shall be addressed to each of the following: (1) the Commissioner pursuant to Article 15(F); and (2) Comptroller's Office, Attn: Office of Contract Administration, Municipal Building, 1 Centre Street, Room 1005, New York, NY 10007.
10. Policies of insurance provided pursuant to this Article shall contain no exclusions or endorsements which are not acceptable to the City.

C. Proof of Insurance:

1. For Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance, the Contractor shall submit proof of insurance prior to Contract execution on one of the following forms: C-105.2 Certificate of Worker's Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. ACORD forms are not acceptable.
2. For all types of insurance required by this Article and Schedule A other than Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance, the Contractor shall file proof of insurance on Certificate(s) of Insurance acceptable to the Commissioner. This shall be done within twenty (20) Days after receipt of Notice of Award, unless otherwise directed by the Commissioner.
 - (a) All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) for Commercial General Liability Insurance, be accompanied by the endorsement in the Contractor's general liability policy by which the City and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form at the end of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier.
3. Proof of insurance confirming renewals of insurance policies (or new policies) shall be submitted to the Commissioner before the expiration date of coverage of policies required under this Contract. Such proofs of insurance shall comply with the requirements of this Article 15(C).

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Failure to provide such proofs of insurance shall be grounds to suspend payments to the Contractor.

D. Operations of the Contractor:

1. The Contractor shall not commence the Work unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate does not excuse the Contractor from securing insurance consistent with all provisions of this Article or of any liability arising from its failure to do so.
2. The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Contract and shall be authorized to perform Work only during the effective period of all required coverage.
3. In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so by the Commissioner. Upon quitting the Site, except as otherwise directed by the Commissioner, the Contractor shall leave all plant, materials, equipment, tools, and supplies on the Site. Contract time shall continue to run during such periods and no extensions of time will be granted. The Commissioner may also declare the Contractor in default for failure to maintain required insurance.
4. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Article.
5. Whenever notice of loss, damage, occurrence, accident, claim or suit to an insurance company is required under a policy maintained in accordance with this Article (whether on behalf of the Contractor as Named Insured or the City as Additional Insured), the Contractor shall provide timely notice to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the Contractor's own employees). Such notices shall set forth the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged, and attach copies of all written accident reports,

claims, pleadings and other relevant documentation. For any policy on which the City is an Additional Insured, such notice shall expressly specify that “this notice is being given on behalf of the City of New York as Additional Insured, as well as the Named Insured.” Copies of all such notices shall be simultaneously sent to the City at each of the following addresses: (a) Insurance Unit, NYC Comptroller’s Office, 1 Centre Street – Room 1222, New York, New York, 10007; and (b) Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

- E. Subcontractor Insurance: This Contract, including this Article 15, does not obligate the Contractor to ensure that Subcontractors maintain any insurance not required by Law. Nevertheless, in the event the Contractor requires any Subcontractor to procure insurance with regard to any operations under this Contract and requires such Subcontractor to name the Contractor as an additional insured thereunder, the Contractor shall ensure that such Subcontractor also name the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.
- F. Commissioner’s address: Wherever reference is made in this Article 15 to documents to be sent to the Commissioner (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule “A” (see Part E). In the event no address is set forth in Schedule A, such documents are to be sent to the Commissioner’s address as provided elsewhere in this Contract.
- G. Materiality/Non-Waiver: The Contractor's failure to secure policies in complete conformity with this Article or to do anything else required by this Article shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.
- H. Other Remedies: Insurance coverage provided pursuant to this Article 15 or otherwise shall not relieve the Contractor of any liability under this Contract, nor shall it preclude the City from exercising any rights or taking such other actions available to it under any other provisions of this Contract or law.

ARTICLE 16 MONEY RETAINED AGAINST CLAIMS

- A. If any claim shall be made by any person or entity (including Other Contractors with the City) against the City or against the Contractor and the City for any of the following:
 - (1) Any alleged loss, damage, injury, theft and/or vandalism of the kind referred to in Article 5 hereof, plus the reasonable costs of defending the City, which in the opinion of the Comptroller may not be paid by an insurance company (for any reason whatsoever); or

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- (2) An infringement of patents or copyright or use of patented articles, tools, etc., as referred to in Article 50 hereof; or
- (3) Damage claimed to have been caused directly or indirectly by the failure of the Contractor to perform the Work in strict accordance with this Contract; then

The amount of such claim, or so much thereof as the Comptroller may deem necessary, may be withheld by the Comptroller as security against such claim, from any money due hereunder. The Comptroller in his/her discretion, may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld.

- B. If an action on such claim is timely commenced and the liability of the City, or the Contractor, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the Comptroller shall pay such judgment or admitted claim out of the monies retained by the Comptroller under the provisions of this Article, and return the balance, if any, without interest, to the Contractor.
- C. If no action is commenced upon such claim within the time limited therefor by Law, the Comptroller, upon written demand by the Contractor, shall return the amount so held, without interest.
- D. Liens: If at any time before or within thirty (30) days after the whole Work is completed and accepted by the City, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the Department and with the Treasurer of the City any notice as is described in the New York State Lien Law, or any act of the Legislature of the State of New York. Upon such filing the City shall retain, from the monies due or to become due under this Contract, so much of such monies as shall be sufficient to pay the amount claimed in said notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The monies so retained shall be held by the City until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to Law.

ARTICLE 17 WARRANTY OF SUPPLIES

- A. Notwithstanding inspection and acceptance by the City of supplies, furnished under the Contract or any provision concerning the conclusiveness thereof, and subject to the Maintenance and Guaranty Article 18 hereof, the Contractor warrants that:

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- (1) The parts and equipment incorporated into the goods being serviced are standard new equipment and current model of regular stock product with all parts regularly used with the type of equipment serviced; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.
 - (2) The preservation, packaging, packing and marking, and the preparation for a method of shipment of supplies will conform with the requirements of this Contract.
- B.** The Commissioner shall give written notice to the Contractor of any breach of the warranties in paragraph A of this Article.

ARTICLE 18 MAINTENANCE AND GUARANTY

- A.** The Contractor shall promptly repair, replace, restore or rebuild, as the Commissioner may deem necessary, any finished work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one-year period subsequent to the date of Final Acceptance, except where other periods of maintenance and guaranty are provided for.
- B.** As security for the faithful performance by the Contractor of its obligations hereunder, the Comptroller shall retain from the final payment hereunder a percentage of the Contract price as fixed in Schedule "A" (see Part E). If the Contractor has faithfully performed all its obligations hereunder the Commissioner shall so certify to the Comptroller within five (5) days after the expiration of one (1) year from the date of completion and acceptance of the work or within (5) days after the expiration of the guaranty period. The security payment shall be repaid to Contractor without interest within thirty (30) days after certification by the Commissioner to the Comptroller that the Contractor has faithfully performed all his obligations hereunder.
- C.** Notice by the Commissioner to the Contractor to repair, replace, rebuild, or restore such defective or damaged work shall be timely, if given no later than ten (10) days subsequent to the expiration of the one (1)-year period or other periods provided for herein.
- D.** If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving such notice the Commissioner shall have the right to have the work done by others in the same manner as is provided for the completion of a defaulted contract, under Article 44 hereof and to deduct the cost thereof from the amount retained hereunder. The balance, if any, shall be returned to the Contractor without interest.

- E. If the amount so retained is insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the Commissioner.
- F. The Project Manager's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.
- G. The Contractor shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this Contract in the name of the City of New York and shall deliver same to the City.

CHAPTER VI
CHANGES AND EXTRA WORK & RESOLUTION OF DISPUTES

ARTICLE 19 CONTRACT CHANGES

- A. Changes may be made to this Contract only as duly authorized in writing by the ACCO or his/her designee, and in accordance with the Charter and the PPB rules and shall be reflected in a change order. All such changes, modifications and amendments will become a part of the original Contract. Any work so ordered shall be referred to as Extra Work and shall be performed by the Contractor. Vendors or Contractors deviating from the requirements of an original purchase order or contract without a duly approved change order document, or written contract modification or amendment, do so at their own risk.
- B. Contract changes will be made only for Extra Work necessary to complete the Work included in the original scope of the Contract, and for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of Work.
- C. The Contractor may be entitled to a price adjustment for Extra Work performed pursuant to a written change order. If any part of the Contract Work is necessarily delayed by a change order, the Contractor may be entitled to an extension of time for performance. Adjustments to price shall be computed in one or more of the following ways:
 - (1) By agreement of a fixed price;
 - (2) By unit prices specified in the Contract;
 - (3) By time and material records; and/or

- (4) In any other manner approved by the CCPO.
- D. Where the cost of the change orders has been negotiated in the absence of established cost history, the costs are subject to verification by post-audit. If the audits reveal that the Contractor's costs for the change order work were inaccurately stated during negotiations, the Department may recoup the amount by which the costs were inaccurately stated by proportionately reducing the price of the change order. This remedy is not exclusive and is in addition to all other rights and remedies of the City.
- E. Any payments for change orders are subject to pre-audit by the Engineering Audit Office and may be post-audited by the Comptroller and/or the Department.
- F. Except in the case of requirements contracts, in which the Agency has agreed to order from the Contractor all services and supplies that may be needed during the term of the Contract, any contract increases which cumulatively exceed the greater of ten percent (10%) of the Contract cost or one hundred thousand dollars (\$100,000) must be approved in writing by the City Chief Procurement Officer. Any contract change order which amends a unit price, cancels required units, or adds a new type of unit item to the Contract must be approved in writing by the ACCO.
- G. The ACCO may include in any solicitation a provision for determining the cost of changes that may become necessary, so that these costs can be competitively determined before award.

ARTICLE 20 COST OR PRICING DATA

- A. Contract. The Contractor shall, whenever required by the Commissioner during the Contract, including but not limited to the time of bidding, submit costs 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.
- B. Change Order or Contract Modification. The price of any change order, or contract modification subject to the conditions of paragraph A above, shall be adjusted to exclude any significant sums by which the City finds that such price was based on costs or price data furnished by the supplier which was inaccurate, incomplete, or not current as of the date agreed upon between the parties.
- C. Time for Certification. The Contractor must certify that the cost or pricing submitted is accurate, complete, and current as of a mutually determined date.

- D. Refusal to Submit Data. If the Contractor refuses to submit the required data to support a price, the ACCO shall not allow the price.
- E. Certification of Current Cost or Pricing Data. Form of Certification. In those cases when cost or pricing data is required, certification shall be made using a certificate substantially similar to the one contained in the PPB Rules, and such certification shall be retained in the agency contract file.

ARTICLE 21 METHODS OF PAYMENT FOR EXTRA WORK

- A. For Extra Work where payment is by agreement on a fixed price in accordance with Article 19, the price to be paid for such Extra Work shall be based on the fair and reasonable estimated cost of the items set forth below. For Extra Work where payment is based on time and material records in accordance with Article 19, the price to be paid for such Extra Work shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.
- (1) Necessary materials (including transportation to the site); plus
 - (2) Necessary direct labor; plus
 - (3) All additional insurance expressly required by reason of the performance of the Extra Work which is different than the types of insurance required in Part E and Schedule "A" herein; plus
 - (4) Payments required to be made to labor organizations under existing labor agreements; plus
 - (5) Sales and personal property taxes, if any, required to be paid on materials incorporated into such Extra Work; plus
 - (6) Maintenance, operation and rental (or reasonable rental value if owned) of necessary plant and equipment other than small tools (including gas, oil, coal, electric current, etc.); plus
 - (7) Necessary installation and dismantling of such plant and equipment (including transportation to and from the site), if any; plus
 - (8) Ten percent (10%) of the total of items 1 through 7 as compensation for all overhead including, but not limited to, administration, management superintendence, insurance, and small tools; except that no percentage for overhead will be allowed on payroll taxes or on the premium portion of overtime pay; plus

- (9) Ten percent (10%) of the total of items 1 through 8 as compensation for profit, except that no percentage for profit will be allowed on payroll taxes or on the premium portion of overtime pay.
- B. Where there are no applicable unit prices for Extra Work ordered pursuant to Article 19, and performed in whole or in part by other than the Contractor's own forces, the Contractor shall be paid, subject to audit by the Engineering Audit Office, only the actual and reasonable cost of such subcontracted Work computed as outlined above, plus an additional allowance of five percent (5%) to cover the Contractor's overhead and profit.
- C. Where a change is ordered, involving both Extra Work and omitted or reduced Work, the Contract price shall be adjusted, subject to audit by the Engineering Audit Office (EAO), in an amount based on the difference between the value of such Extra Work and of the Work omitted or reduced Work. The cost of such Extra Work and of such omitted or reduced Work shall be computed based upon applicable Contract unit prices. Where there are no applicable Contract unit prices, the cost of such Extra Work and of such omitted or reduced Contract Work shall be computed in accordance with Paragraph A (1 through 7) of this Article. If the cost of such Extra Work exceeds the costs of such omitted or reduced Contract Work, the Contract price shall be increased by the difference, plus percentages for overhead and profit as provided in Paragraph A (8 and 9) of this Article. If the cost of such Extra Work exceeds the cost of the Work omitted or reduced, the Contract price shall be increased by the difference, plus ten percent (10%) thereof, as compensation for all other items of cost or expense including administration, overhead, superintendent and small tools, plus an additional ten percent (10%) on the total thereof as compensation for profit. If the cost of the omitted or reduced Work exceeds the cost of the Extra Work, then the Contract price shall be reduced by such difference.
- D. Where the Contractor and the Commissioner can agree upon another method of payment for Extra Work ordered in connection with omitted or reduced Work, such method, subject to audit by the Department's EAO, may, at the option of the Commissioner, be substituted for the cost plus a percentage method; provided however, that if the Work is performed by a Subcontractor, the Contractor shall not be entitled to receive more than an additional allowance of five percent (5%) over and above the actual and reasonable cost of such Subcontractor's Work.

ARTICLE 22 PERFORMANCE OF EXTRA OR DISPUTED WORK

- A. While the Contractor or any of its Subcontractors is performing Extra Work on a Time and Material Basis ordered by the Commissioner (unless payment thereof is to be made by lump sum or at unit prices previously agreed upon), or is performing disputed Work, or complying with a determination or order under

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protest in accordance with Article 24 hereof, in each such case the Contractor shall furnish the Project Manager daily with three (3) copies of written statements signed by the Contractor's representative at the site showing:

- (1) The name and number of each worker employed on such Work or engaged in complying with such determination or order, the number of hours employed, and the character of the Work each is doing; and
 - (2) The nature and quality of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.
- B. A copy of such statement will be countersigned by the Project Manager noting thereon any items not agreed to or questioned, and will be returned to the Contractor within two (2) days after submission.
- C. The Contractor and its Subcontractors, when required by the Commissioner, or the Comptroller, shall also produce for inspection, at the office of the Contractor or Subcontractor, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, canceled checks and any other related documents showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor. The Contractor and Subcontractors shall permit the Commissioner and the Comptroller to make extracts therefrom, or copies thereof, as they or either of them may desire.
- D. In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Department may have with respect to such Extra Work or disputed Work performed under protest pursuant to order of the Commissioner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.
- E. Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such Work or compliance with such determination or order.

ARTICLE 23 OMITTED WORK

- A. If any Contract Work in a lump sum, or if any part of a lump sum item in a unit price or percentage-bid Contract is omitted by the Commissioner pursuant to Article 28, the Contract price, subject to audit by the EAO, shall be reduced by an amount equal to the estimated cost of such omitted Work, computed in accordance with Article 21 Paragraph A (1 through 7), unless the Contractor and

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the Commissioner can agree upon another method of fixing the value of such Work omitted. If any Contract Work in a unit price or percentage-bid Contract, whether the whole of a lump sum item or units of any other item, is so omitted by the Commissioner, no payment will be made therefor. Notwithstanding anything to the contrary in this Article, if the Work is reduced or omitted, the Contractor shall not be entitled to overhead and profit from omitted Work, except for any costs actually or necessarily incurred by the Contractor prior to the receipt by the Contractor of the notification of omission or reduction of the Work.

ARTICLE 24 RESOLUTION OF DISPUTES

- A. Except as provided in 1(a) and 1(b) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of this section and Section 4-09 of the Rules of the PPB Rules. This procedure shall be the exclusive means of resolving any such disputes.
- (1) This section 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.
- (2) For construction and construction-related services, this section shall apply only to disputes about the scope of work delineated by the Contract, the interpretation of Contract Documents, the amount to be paid for Extra Work or disputed work performed in connection with the Contract, the conformity of the Contractor's work to the Contract, and the acceptability and quality of the Contractor's work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the Contractor disagrees.
- B. All determinations required by this section 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 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, the Contract terms shall remain in full force and effect and the Contractor shall continue to perform work in accordance with the Contract and as directed by the ACCO or Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. 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 and a material breach of Contract.

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D. Presentation of Dispute to Commissioner.

(1) Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing (“Notice of Dispute”) to the Commissioner within the time specified herein, or, if no time is specified, within thirty (30) days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the vendor in the dispute was arrived at. Within thirty (30) days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the Engineer, Resident Engineer Engineering Audit Officer, or other designee of the Commissioner, shall submit to the Commissioner all materials he or she deems pertinent to the dispute. Following initial submissions to the Commissioner, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Commissioner whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

(2) Commissioner Inquiry. The Commissioner 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 Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, to resolve the issue by mutual consent prior to reaching a determination. The Commissioner may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Commissioner’s ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Commissioner participated therein. The Commissioner may or, at the request of any party to the dispute, shall compel the participation of any Other Contractor with a contract related to the Work of this Contract and that contractor shall be bound by the decision of the Commissioner. Any Other Contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the contractor initiating the dispute.

(3) Commissioner Determination. Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties,

the Commissioner shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, together with a statement concerning how the decision may be appealed.

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

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the vendor 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 thirty (30) days of receipt of a decision by the Commissioner, the Contractor shall submit to the Comptroller and to the Commissioner a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Commissioner; (ii) a copy of the decision of the Commissioner, and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Commissioner, except at the request of the Comptroller.

(2) Agency Response. Within thirty (30) days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Commissioner in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Commissioner, except at the request of the Comptroller.

(3) Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, agency representatives, and any other personnel desired by the Comptroller.

(4) Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in 5(c) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all 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 contract between the parties.

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/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section 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/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated, and

(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, the vendor, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

(1) Form and Content of Petition by 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 vendor contends that the dispute was wrongly decided by the Commissioner; (ii) a copy of the decision of the Agency Head; (iii) copies of all

materials submitted by the vendor 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 vendor 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 vendor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Commissioner and the Comptroller.

(2) Agency Response. Within thirty (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 Commissioner and Comptroller. Three complete copies of the agency response shall be submitted to the CDRB at OATH's offices and one to the vendor. 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 thirty (30) days.

(3) Further Proceedings. The Board shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The Board shall also permit the Department 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 Department 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 forty-five (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 ninety (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 the Contract. 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 Commissioner, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, and the PPB. A decision in favor of the vendor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) days after the date the parties are formally notified of the 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 Section 4-09 of the PPB Rules.

H. Any termination, cancellation, or alleged breach of the contract prior to or during the pendency of any proceedings pursuant to this section shall not affect or impair the ability of the Commissioner or CDRB to make a binding and final decision pursuant to this section.

ARTICLE 25 CONTRACTOR EVALUATION

The Contractor's performance shall be evaluated by the City upon the occurrence of the final acceptance of the Work. A copy of the evaluation will be sent to the Contractor not later than fifteen (15) Days after the occurrence of these events and the Contractor may respond in writing to the performance report. Such responses shall be submitted to the Project Manager not later than fifteen (15) Days after a copy of the evaluation is sent to the Contractor. The response will be affixed to the evaluation. Failure to respond may result in review of Contractor's performance when a bid is evaluated without the benefit of Contractor's response to the report.

ARTICLE 26 – 27 RESERVED

**CHAPTER VII
POWERS OF THE COMMISSIONER**

ARTICLE 28 THE COMMISSIONER

The Commissioner, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall have the power:

- A. To review and determine any and all questions in relation to this Contract and its performance; and
- B. To modify or change this Contract so as to require:

- (1) The performance of Extra Work (subject, however to the limitations specified in Article 19 hereof); or
- (2) The omission of Contract Work whenever he/she deems it in the interest of the City to do so; or
- C. To suspend the whole or any part of the Work whenever in his/her judgment such suspension is required in the interest of the City.
- D. To renew this contract and or extend the term of the contract.

ARTICLE 29 RESERVED

**CHAPTER VIII
LABOR PROVISIONS**

ARTICLE 30 EMPLOYEES

The Contractor and its Subcontractors shall not employ on the Work:

- A. Anyone who is not competent, faithful and skilled in the work for which he/she shall be employed, and whenever the Commissioner shall inform the Contractor in writing that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, he/she shall be discharged from the work forthwith, and shall not again be employed upon it; or
- B. Any labor, materials, or means whose employment or utilization during the course of this Contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work or similar troubles by workers employed by the Contractor or its Subcontractors or by any of the trades working in or about the buildings and premises where work is being performed under this Contract, or by other Contractors or their Subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the City of New York, its Agencies, Departments, boards or authorities. Any violation by the Contractor of this requirements may, upon certification of the Commissioner, be considered as proper and sufficient cause for declaring the Contractor to be in default, and for the City to take action against the Contractor as set forth in Article 44 of the Contract, or such other Article of this Contract as the Commissioner may deem proper; or
- C. In accordance with Section 231 of the Labor Law, if applicable, an apprentice in a craft or trade may permitted to work at a wage lower than that established for the journeyman in such craft or trade only if all of the following conditions are met:
 - (1) such apprentice has been individually registered in an apprenticeship program

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which is duly registered with the New York State Industrial Commissioner in conformity with Article 23 of the Labor Law; (2) such apprentice's registration occurred prior to his/her employment as an apprentice on such craft or trade services work, and; (3) written proof of such individual registration is submitted to the Agency prior to such apprentice's employment as an apprentice. The proof submitted shall include evidence of the appropriate ratios and apprentice's wage rates. In no event shall the rate of apprentice to journeyman employed on such service work be greater than the lesser of the following ratios: (a) the ratio permitted in the apprenticeship program approved by the Industrial Commissioner, or (b) the ratio prevailing in the locality where the service work will be performed.

- D. As required by Labor Law section 220-h, if applicable, and if the total cost of the Work under this Contract is at least two hundred fifty thousand dollars, all laborers, workers, and mechanics employed in the performance of the Contract on the public work site, either by the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.
- E. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice to the Department, including all relevant information with respect thereto.

ARTICLE 31 LABOR LAW AND LIVING WAGE REQUIREMENTS

- A. The Contractor shall strictly comply with all applicable Federal, State and Local Laws, including but not limited to the payment of prevailing or other governing wages in accordance with all requirements of Labor Law sections 220 and 230, Administrative Code 6-109, and Executive Order 102 (2007). Such compliance is a material term of this Contract.
- B. The Contractor specifically agrees, as required by Labor Law Sections 220, 220-d, or 230, 231, 232, or Administrative Code 6-109, as amended, if applicable, that:
 - (1) Hours of Work: Pursuant to Labor Law 220, no laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one (1) Day, or more than five (5) Days in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or

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danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

(2) In situations in which there are not sufficient laborers, workers and mechanics who may be employed to carry on expeditiously the Work contemplated by this Contract as a result of such restrictions upon the number of hours and Days of labor, and the immediate commencement or prosecution or completion without undue delay of the Work is necessary for the preservation of the Site and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) Day; or five (5) Days in any one (1) week; provided, however, that upon application of any Contractor, the Commissioner shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public Work is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220(2).

(3) Failure of the Commissioner to make such a certification to the Commissioner of Labor shall not entitle the Contractor to damages for delay or for any cause whatsoever.

(4) Governing Rate of Wages: The wages to be paid for a legal day's Work to laborers, workers, mechanics, or building service employees employed upon the Work contemplated by this Contract or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" or "living wage" as required by Labor Law Section 220, or 230, 231, and 232, or Administrative Code 6-109, and as fixed by the Comptroller in the attached Schedule of Wage Rates and in updated schedules thereof. The governing wage rates and supplemental benefits to be paid are those in effect at the time the Work is being performed.

(5) Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the Work under this Contract. In the event that a trade not listed in the Contract is in fact employed during the performance of this Contract, the Contractor shall be required to obtain from DOC the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this Contract at the price at which the Contract was awarded.

C. Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Sections 220 or 230 or Administrative Code 6-109, all persons employed by the Contractor and any Subcontractor in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this Contract, shall be paid, without

subsequent deduction or rebate unless expressly authorized by Law, not less than the sum mandated by Law.

- D. Working Conditions: No part of the Work, labor or services shall be performed or rendered by the Contractor in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this Contract. Compliance with the safety, sanitary and factory inspection Laws of the state in which the Work is to be performed shall be *prima facie* evidence of compliance with this Article.
- E. Wage Enforcement: The Contractor agrees to pay for all costs incurred by the City in enforcing prevailing or other governing wage requirements, including the cost of any investigation conducted by or on behalf of DOC or the Comptroller, where the City discovers a failure to comply with any of the requirements of this Article 31 by the Contractor or its Subcontractor(s). The Contractor also agrees, that should it fail or refuse to pay for any such investigation, DOC is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.

Labor Law Section 220 and Section 220-d, as amended, provide that this Contract shall be forfeited and no sum paid for any Work done hereunder on a second conviction for willfully paying less than: the stipulated wage scale as provided in Labor Law Section 220, as amended, or the stipulated minimum hourly wage scale as provided in Labor Law Section 220-d, as amended.

In addition, Labor Law section 238 provides that this Contract shall be forfeited and no sum paid for any Work done hereunder on a second conviction for failing to pay the stipulated wage scale as provided in Labor Law Section 231.

- F. For any breach or violation of either Working Conditions (Article 31(D)) and Minimum Wages (Article 31(C)), the party responsible therefore shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any Contracts with the City of such party responsible, or may be recovered in suits brought by the Corporation Counsel in the name of the City, in addition to damage for any other breach of this Contract, a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel Contracts and enter into other contracts for the completion of the original Contract, with or without public letting, and the original Contractor shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Comptroller, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within

two (2) years from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

G. A determination by the Comptroller that a Contractor and/or its Subcontractor willfully violated Labor Law Section 220 or 230 will be forwarded to the City's five District Attorneys for review.

H. The Contractor's or Subcontractor's noncompliance with this Article and Labor Law Section 220 or 230 or Administrative Code 6-109, may result in an unsatisfactory performance evaluation and the Comptroller may also find and determine that the Contractor or Subcontractor willfully violated the New York Labor Law or Administrative Code.

(1) An unsatisfactory performance evaluation for noncompliance with this Article may result in a determination that the Contractor is a non-responsible bidder on subsequent procurements with the City and thus a rejection of a future award of a contract with the City, as well as any other sanctions provided for by Law.

(2) Labor Law Sections 220-b and 235, as amended, provide that when two (2) final determinations have been rendered against a Contractor or Subcontractor within any consecutive six (6) year period determining that such Contractor or Subcontractor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work or public building service projects are rendered simultaneously, such Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public work contract with the City for a period of five (5) years from the second final determination. Likewise, Administrative Code section 6-109(e)(1)(e) provides that when two (2) final dispositions have been entered against a contractor or subcontractor within any consecutive six (6) year period determining that such contractor or subcontractor failed to comply with the wage, benefits, anti-retaliation, record-keeping, or reporting requirements of section 6-109, such contractor or subcontractor, and any of its principals or officers who knowingly participated in such failure, shall be ineligible to submit a bid on or be awarded any city service contract for a period of five (5) years from the date of the second disposition. Pursuant to Labor Law sections 220-b and 235, if the final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public work contract with the City for a period of five (5) years from the first final determination.

(3) Labor Law Sections 220-b and 235 and Administrative Code 6-109, as amended, provide that the Contractor or Subcontractor found to have

violated this Article may be directed to make payment of wages or supplements including interest found to be due, and the Contractor or Subcontractor may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

- I. The Contractor and its Subcontractors shall within ten (10) Days after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the Contractor and its Subcontractors engaged in the performance of this Contract are employed, notices furnished by the City, in relation to prevailing wages and supplements, living wages, minimum wages and other stipulations contained in Sections 220, 220-h, or 231 of the Labor Law, or Section 6-109 of the Administrative Code and the Contractor and its Subcontractors shall continue to keep such notices posted in such prominent and conspicuous places until Final Acceptance of the supplies, materials, equipment, or Work, labor, or services required to be furnished or rendered under this Contract.
- J. The Contractor shall strictly comply with all of the provisions of Articles 31(J)(1) through 31(J)(5), and provide for all workers, laborers or mechanics in its employ, the following:
 - (1) Notices Posted At Site: Post, in a location designated by the City, schedules of prevailing or other governing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the Site, the City notice that this Project is a public works Project or building service work on which each worker is entitled to receive the prevailing or other governing wages and supplements for the occupation at which he or she is working, and all other notices which the City directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the City. The Contractor shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete; and
 - (2) Daily Site Sign-in Sheets: Maintain daily Site sign-in sheets, and require that Subcontractors maintain daily Site sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began Work and the time the employee left Work, until Final Acceptance of the supplies, materials, equipment, or Work, labor, or services to be furnished or rendered under this Contract unless exception is granted by the Comptroller upon

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application by DOC. In the alternative, subject to the approval of the CCPO, the Contractor and Subcontractor may maintain an electronic or biometric sign-in system, which provides the information required by this Article 31(J)(2); and

- (3) Individual Employee Information Notices: Pursuant to Labor Law 220 or Administrative Code 6-109, if applicable, distribute a notice, to each worker, laborer, mechanic or covered employee employed under this Contract, in a form provided by DOC, that this Project is a public work or building services project on which each worker, laborer, mechanic, or covered employee is entitled to receive the prevailing or governing rate of wages and supplements or benefits for the occupation at which he or she is working. If the total cost of the Work under this Contract is at least two hundred fifty thousand dollars, such notice, pursuant to Labor Law 220-h, if applicable, shall also include a statement that, that each worker, laborer or mechanic be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract and with the first paycheck after July first of each year. Worker, laborer, mechanic or covered employee includes employees of the Contractor and all Subcontractors and all employees of suppliers entering the Site. At the time of distribution, the Contractor shall have each worker, laborer, mechanic, or covered employee sign a statement, in a form provided by DOC, certifying that the worker has received the notice required by this Article, which signed statement shall be maintained with the payroll records required by this Contract; and
 - (a) As required by Labor Law 220, the Contractor and each Subcontractor shall notify each worker, laborer or mechanic employed under this Contract in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer and mechanic on their first pay stub and with every pay stub thereafter; and
- (4) Site Laminated Identification Badges: Provide laminated identification badges which indicate the worker's, laborer's or mechanic's name, trade, employer's name and employment starting date (month/day/year). Further, require as a condition of employment on the Site, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the City; and

- (5) Language Other Than English Used On Site: Provide the ACCO notice when three (3) or ten percent or more employees (worker and/or laborer and/or mechanic) on the Site, at any time, speak a language other than English. The ACCO will then provide the Contractor the notices in Article 31(J) (1) in that language or languages as may be required. The Contractor is responsible for all distributions under Article 31; and
- (6) Provision of Records: The Contractor and Subcontractor(s) shall produce within five (5) Days on the Site of the Work and upon a written order of the Project Manager, the Commissioner, the ACCO, the EAO, or the Comptroller, such records as are required to be kept by this Article 31(J); and
- (7) If this Contract is for an amount greater than \$1,000,000, 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 DOC). For any subcontract for an amount greater than \$750,000, 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 DOC); and
- (8) The failure of the Contractor or Subcontractor(s) to comply with the provisions of Articles 31(J) (1) through 31(J) (7) may result in the Commissioner declaring the Contractor or Subcontractor(s) in default and/or the withholding of payments otherwise due under the Contract.
- (9) The Contractor and its Subcontractors shall keep such employment and payroll records as are required by Section 220 or 233 of the Labor Law or Administrative Code 6-109.
- (10) At the time the Contractor makes application for each partial payment and for final payment, the Contractor shall submit to the Commissioner a written payroll certification, in the form provided by this Contract, of compliance with the prevailing wage, minimum wage and other provisions and stipulations required by Labor Law Section 220, 230, or Administrative Code 6-109, and of compliance with the training requirements of Labor law section 220-h set forth in Article 30, if applicable. This certification of compliance with the provisions of this Article shall be a condition precedent to payment and no payment shall be made to the Contractor unless and until each such certification shall have been submitted to and received by the Commissioner.
- (11) This Contract is executed by the Contractor with the express warranty and representation that the Contractor is not disqualified under the applicable provisions of the Labor Law or Administrative Code for the award of the Contract.

- (12) Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this Contract, and grounds for cancellation thereof by the City.

ARTICLE 32 **AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY; LOCALLY BASED BUSINESS ENTERPRISES**

- A. If applicable, the Contract is subject to Section 6-129 of the Administrative Code (Minority-Owned and Women-Owned Business Entity Program and Emerging Business Entity Program), as well as to provisions of federal, State, and other local laws and executive orders requiring affirmative action and equal employment opportunity.
- B. If the Contract is not subject to Section 6-129 of the Administrative Code and the Contract involves construction, reconstruction, rehabilitation, alteration, conversion, extension, improvement, repair or demolition of real property, the award of this Contract is subject to the provisions of Section 6-108.1 of the Administrative Code relating to the Locally Based Business Enterprise program and its implementing rules.

ARTICLE 33 **BOOKS AND RECORDS**

- A. Maintenance. The Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.
- B. Retention of Records. The Contractor agrees to retain all books, records, and other documents relevant to this Contract for six (6) years after the final payment or termination of this Contract, whichever is later. City, State and Federal auditors or any other persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.
- C. No Removal of Records from Premises. Where performance of this Contract involves use by the Contractor of Department papers, files, data or records at Departmental facilities or offices, the Contractor shall not remove any such papers, files, data or records therefrom without the prior approval of the Commissioner.

ARTICLE 34 PAYROLL REPORTS

- A. The Contractor shall maintain on the Site the original payrolls or transcripts thereof which the Contractor and its Subcontractor(s) are required to maintain pursuant to Labor Law Sections 220, 233, or Administrative Code 6-109. In the event that those provisions do not apply to this Contract, the Contractor is nonetheless required to keep records of the hours worked and the amounts paid, for each of the employees working under this Contract. The Contractor and Subcontractor(s) shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. The Contractor and Subcontractor(s) shall produce within five (5) Days on the Site of the Work and upon a written order of the Project Manager, the Commissioner, the ACCO, the EAO, or the Comptroller, such original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker pursuant to this Contract. In addition, the Contractor and Subcontractor(s) shall furnish to the Project Manager upon written demand any other information to satisfy the Project Manager that the Labor Law or Administrative Code and any other relevant section of this Contract, as to the hours of employment and rates of wages, are being observed. The Contractor shall maintain the payrolls or transcripts thereof for six (6) years from the date of completion of the Work on this Contract.

- B. When directed by the Project Manager, the Contractor or Subcontractor shall provide the Project Manager with an attendance sheet for each Day on which Work is performed on the Site. Such attendance sheet shall be in a form acceptable to DOC and shall provide information for employees of the Contractor and Subcontractor(s).

**CHAPTER IX
PARTIAL AND FINAL PAYMENTS**

ARTICLE 35 PROMPT PAYMENT

- A. The Prompt Payment provisions set forth in the PPB Rules in effect at the time of the execution of the Contract will be applicable to payments made under this Contract. The provisions require the payment to Contractors of interest on payments made after the required payment date except as set forth in the PPB Rules.

- B. Awarded Price. For the Contractor's complete performance of the work, the City will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum price or unit prices at which this Contract was awarded, plus the amount required to be paid for any Extra Work ordered by the Commissioner

under Article 19 hereof, less credit for any work omitted pursuant to this Agreement.

- C. The Contractor must submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at pre-determined intervals without having to submit an invoice for each scheduled payment.
- D. Determinations of interest due will be made in accordance with the provisions of the PPB Rules.
- E. If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its Subcontractor.
- F. The Contractor shall pay each subcontractor (including a materials supplier) not later than seven (7) days after receipt of payment out of amounts paid to the Contractor by the City for work performed by the subcontractor or supplier under this Contract.
- G. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to make payment to each of its lower-tier subcontractors or suppliers for work performed under this contract in the same manner and within the same time period set forth above.

ARTICLE 36 INVOICE AND AUDIT

- A. All vouchers or invoices presented for payment to be made hereunder and the books, records, and accounts upon which said vouchers or invoices are based are subject to audit by the Department and the Comptroller of the City of New York, pursuant to the powers and responsibilities as conferred upon said Department and said Comptroller by the Charter and Admin Code, as well as all orders and regulations promulgated pursuant thereto.
- B. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by said Department and said Comptroller so that they may evaluate the reasonableness of the charges. The Contractor shall make its records available to the Department and to the Comptroller as deemed necessary by the Comptroller.
- C. For work completed under Cost-Plus-a-Percentage contracts, and/or for work completed pursuant to the issuance by the Department of valid Time and Materials change orders, the Contractor shall submit records to the EAO showing charges in a format to enable the EAO to expedite audit. Such records include but are not limited to: (a) a summary of labor for each billing cycle showing employee names, trades, rates, hours, and amounts for each weekly period; (b) material analysis showing vendor, material description, and payment amount; (c)

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equipment analysis showing item quantity, weekly or monthly rates, rates source, payment amount, and (d) summary of labor, materials, and equipment for the entire job.

- D. All books, vouchers, records, reports, cancelled checks and any and all similar materials may be subject to periodic inspection, review and audit by the State of New York, Federal Government and other persons duly authorized by the City. Such audit may include the examination and review of the source and application of all funds whether from the City, the State, the Federal Government or any other source.
- E. The Contractor shall not be entitled to final payment under the Agreement until all preceding requirements have been satisfactorily met.

ARTICLE 37 SUBMISSION OF REQUESTS FOR PARTIAL PAYMENTS

- A. If this Contract allows for partial payments for lump sum work or unit price payments, the Contractor shall submit a maximum of one (1) request for payment per month (30-day period). Requests for payments in excess of one per month will be returned to the Contractor; such invoices will not be subject to the Prompt Payment conditions of Article 35.
- B. The Contractor shall submit numbered invoices for payment in accordance with the payment schedule established in the specifications of this Contract. Such invoices shall set forth the services for which payment is requested, and approval thereof of the Department shall be a prerequisite to payment. All payments shall be subject to such provisions for set off as may be set forth in this Contract and in the specifications attached hereto.
- C. Payments shall be made out of such moneys as may be reserved by the Comptroller of the City of New York for the purpose herein provided.
- D. The Contract and all payments hereunder shall be subject to audit by the Department and post-audit by the Comptroller of the City in accordance with the New York City Charter and Administrative Code.
- E. The City of New York is exempt from the payment of any Federal, State and City sales or excise taxes. The Contractor's attention is directed to Article 55 of the Contract, which fully explains this exemption.

ARTICLE 38 FINAL PAYMENT

- A. After completion and final acceptance of the Work, the Contractor shall submit all required certificates and documents, together with an invoice for the balance

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claimed to be due under the Contract. A verified statement, similar to that required in connection with applications for partial payments, shall also be submitted to the Comptroller.

- B. Verified Statement of Claims. The Contractor must also submit with the final invoice a final verified statement of any and all alleged claims against the City in any way connected with or arising out of this Contract, the various items of labor included therein, and the alleged value of each such item. If the alleged claim be one for delay, the statement shall include the alleged cause of each such delay, the period of time, giving the dates, when the Contractor claims the performance of the Work, or a particular part thereof, was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the Commissioner and the Comptroller shall have the same right to inspect and to make extracts or copies of the Contractor's books, vouchers, records, etc., as is referred to in this Contract. Nothing contained in this Article is intended to or shall relieve the Contractor from the obligation of giving timely notice of claims pursuant to this Contract. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor, upon acceptance of the final payment, will have waived any such claims pursuant to Article 39 hereof.

- C. Preparation of Final Voucher. Upon determining the balance due hereunder other than on account of claims, the Project Manager will prepare and certify, and the Commissioner will approve, a voucher for final payment in the amount, less any and all deductions authorized to be made by the Commissioner under this Contract or by Law. Such voucher shall thereupon be filed with the Comptroller, and a copy thereof delivered to the Contractor. In the case of a lump sum contract, the Commissioner shall certify the voucher for final payment within thirty (30) days from the date of completion and acceptance of the Work, provided all requests for extensions of time have been acted upon.

- D. All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the Contractor to prosecute the Work more advantageously, shall be subject to correction in the final voucher, and the certification of the Project Manager thereon and the approval of the Commissioner thereof shall be a condition precedent to the right of the Contractor to receive any money hereunder. Such final voucher shall be binding and conclusive upon the Contractor.

- E. Payment pursuant to such final voucher, less any deductions authorized to be made by the Comptroller under this Contract or by Law, shall constitute the final payment.

ARTICLE 39

ACCEPTANCE OF FINAL PAYMENT

- A. The acceptance by the Contractor, or by anyone claiming by or through him, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release to the City from any and all claims of, and liability to, the Contractor for anything heretofore done or furnished by the Contractor or relating to or arising out of this Contract and the work done hereunder, and for any prior act, neglect or default on the part of the City or any of its officers, agents or employees, excepting only a claim against the City for the amounts deducted or retained in accordance with the terms and provisions of this Contract or by Law, and excepting a claim not otherwise waived, which is contained in the verified statement filed with the Contractor's final invoice.
- B. The Contractor is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the final invoice or by the Comptroller from the final payment as certified by the Project Manager and approved by the Commissioner, shall not be effective to reserve such claims, anything stated to the Contractor orally or in writing by any officer, agent or employee of the City to the contrary notwithstanding.
- C. Should the Contractor refuse to accept the final payment as tendered by the Comptroller, it shall constitute a waiver of any right to interest thereon.
- D. The Contractor, however, shall not be barred from commencing an action for breach of contract under this provision, provided that a detailed and verified statement of claim is served upon the Department and Comptroller not later than forty (40) days after the mailing of such final payment. The statement shall specify the items upon which the claim will be based, and any such claim shall be limited to such items.
- E. City Not Estopped. Neither the City, nor any department, officer or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given by any officer, inspector, employee, agent or appointee of the City, or under any provision of this Contract, from sharing at any time, either before or after the complete performance or acceptance of the performance of this Contract and the last payment hereunder, the actual nature of the services performed by the Contractor, or any person under this Contract; or from showing at any time that any certificate upon which the payment is made for any or all of the services is untrue or incorrect, or improperly made in any particular, or that the services or any part thereof performed by the Contractor do not conform to this Contract. The City shall have the right to demand and recover from the Contractor such damages as it may suffer by reason of the Contractor's failure to comply with this Contract, notwithstanding any return as certificate and payment in accordance therewith

signed by any official of the City. Such right of the City shall include recovery for any payment made for any or all of the services performed and accepted.

CHAPTER X
CONTRACTOR'S DEFAULT/TERMINATION

ARTICLE 40 **COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR
IN DEFAULT**

- A. In addition to those instances specifically referred to in other Articles herein, the Commissioner shall have the right to declare the Contractor in default of the whole or any part of the work if:
- (1) The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if
 - (2) The Contractor fails to commence Work when notified to do so by the Commissioner; or if
 - (3) The Contractor abandons the Work; or if
 - (4) The Contractor refuses to proceed with the Work when and as directed by the Commissioner; or if
 - (5) The Contractor, without just cause, reduces its working force to a number which, if maintained, would be insufficient, in the opinion of the Commissioner, to complete the work in accordance with the Contract terms, and shall fail or refuse sufficiently to increase such working force when ordered to do so by the Commissioner; or if
 - (6) The Contractor sublets, assigns, transfers, conveys or otherwise disposes of this Contract other than as herein specified; or if
 - (7) The Contractor fails to secure and maintain all required insurance; or if
 - (8) A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if
 - (9) The Commissioner is of the opinion that the Contractor is or has been unnecessarily, unreasonably or willfully delaying the performance and completion of the Work, the award of necessary subcontracts or the placing of necessary material and equipment orders; or if
 - (10) The Commissioner is of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or if
 - (11) The Commissioner is of the opinion that the Contractor is or has not been executing the Contract in good faith and in accordance with its terms; or if
 - (12) The Commissioner is of the opinion that the Work cannot be completed within the time herein provided therefore or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Commissioner's opinion, attributable to conditions within the Contractor's control; or if

- (13) The Work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completion extended; or if
 - (14) Any statement or representation of the Contractor in the Contract or in any document submitted by the Contractor with respect to the Work, the project, or the Contract (or for purposes of securing the Contract) is untrue or incorrect when made; or if
 - (15) The Contractor or any of its officers, directors, partners, five percent (5%) shareholders or greater, principals or any other person substantially involved in its contracting activities commits any of the acts or omissions specified as the grounds for debarment in the PPB Rules.
- B. Before the Commissioner shall exercise his/her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard, upon not less than two (2) days' notice.

ARTICLE 41 EXERCISE OF THE RIGHT TO DECLARE DEFAULT

- A. The right to declare the Contractor in default for any of the grounds specified or referred to in Article 40 hereof shall be exercised by sending the Contractor a notice, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared.
- B. The Commissioner's determination that the Contractor is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the Contractor from commencing a plenary action for any damages relating to the Contract. If the Contractor protests the determination of the Commissioner, the Contractor may commence a lawsuit in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 42 PARTIAL DEFAULT

- A. In case the Commissioner shall declare the Contractor in default as to a part of the Work only, the Contractor shall discontinue such part, but shall continue performing the remainder of the Work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractors or persons whom the Commissioner may engage to complete the Work to which the Contractor was declared in default.
- B. The provision of this Chapter relating to declaring the Contractor in default as to the entire Work shall be equally applicable to the declaration of partial default.

ARTICLE 43 TERMINATION

- A. At any time during the period of this Contract, the Department, upon ten (10) days' written notice to the Contractor, may cancel the Contract and terminate the service. In such event the Contractor shall be paid whatever sum has become due to him for services performed prior to the effective date of the cancellation without further liability to the City.

- B. The Contractor shall be entitled to apply to the Department to have this Contract terminated by said Department by reason of any failure in the performance of this Contract (including any failure by the prosecution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not limited to: acts of God or the public enemy; acts of the Government in either its sovereign or contractual capacity; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or any other cause beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the Commissioner, who agrees to exercise reasonable judgment therein.

- C. If such a determination is made and the Contract is terminated by the Department pursuant to such application by the Contractor, such termination shall be deemed to be without cause.

- D. The City may deduct or set off against any sums due and payable pursuant to this Article, any claims it may have against the Contractor.

- E. All payments pursuant to this Article shall be accepted by the Contractor in full satisfaction of all claims against the City arising out of termination.

- F. Upon termination of this Contract, the Contractor shall comply with the Department or City close-out procedures, including but not limited to:
 - (1) Accounting for and refunding to the Department, within thirty (30) days, any unexpended funds which have been paid to the Contractor pursuant to this Contract.
 - (2) Furnishing to the Department, within thirty (30) days, an inventory of all equipment, appurtenances and property purchased through or provided under this Contract, and carrying out any Department directive concerning the disposition thereof.
 - (3) Not incurring any further obligations pursuant to this Contract. Any obligation necessarily incurred by the Contractor on account of this Contract prior to the receipt of the written termination notice and falling due after such date shall

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be paid for by the Department in accordance with the terms of this Contract. In no event shall the word "obligation", as used herein, be construed as including any lease agreement, oral or written, entered into between the Contractor and its landlord.

(4) Turning over to the Department all books, records, documents and material specifically relating to this Contract.

(5) Submitting, within ninety (90) days, a final statement and report relating to this Contract. This report shall be made by a certified public accountant or a licensed public accountant.

- G. In the event the Department shall terminate this Contract as provided in this Article, then the Department may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated hereby.
- H. Notwithstanding any other provisions of this Contract, 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 Contract, and the City may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.
- I. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Contract.

**ARTICLE 44 COMPLETION OF THE WORK AFTER CONTRACTOR'S
DEFAULT**

- A. The Commissioner, after declaring the Contractor in default, may then have the Work completed by such means and in such manner (by Contract, with or without public letting, or otherwise) as he/she may deem advisable.
- B. After such completion, the Commissioner shall issue a certificate stating the expense incurred in such completion, which shall include the cost of reletting the Contract and also the total amount of liquidated damages (at the rate provided for in the Contract) from the date when the Work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the Work. Such certificate shall be binding and conclusive upon the Contractor, its Sureties, and any person claiming under the Contractor, as to the amount thereof.
- C. The expense of such completion, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, shall be charged against and be deducted out of monies earned by the Contractor prior to the date of default; the balance of said monies, if any, subject to the other provisions of this Contract, to be paid to the Contractor without interest after such completion. Should the

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expense of such completion, so certified by the Commissioner, exceed the total sum which would have been payable under this Contract if the Contract Work had been completed by the Contractor, then, upon demand by the Commissioner, the Contractor shall pay to the City such additional amount.

ARTICLE 45 PERFORMANCE OF UNCOMPLETED WORK

In completing the whole or any part of the Work under the provisions of this Chapter, the Commissioner shall have the power to depart from or change or vary the terms and provisions of this Contract, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Commissioner's certificate of the cost of completion referred to in Article 44 hereof, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.

ARTICLE 46 OTHER REMEDIES

- A. The rights and remedies of the City provided in this Contract shall not be exclusive and are in addition to any and all other rights and remedies provided by Law or under this Contract.
- B. The exercise by the City of any remedy set forth herein shall not be deemed a waiver by the City of any other legal or equitable remedy contained in this Contract or provided under Law.

**CHAPTER XI
CLAIMS**

ARTICLE 47 CLAIMS OR ACTIONS THEREON: NOTICE AND INFORMATION

- A. No action at law or proceeding in equity against the City or Department shall lie or be maintained upon any claim based upon this Agreement or arising out of this Agreement or in any way connected with this agreement unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.
- B. No action at law or proceeding in equity shall lie or be maintain against the Department or the City upon any claim based upon this Agreement or arising out of this

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Agreement unless such action shall be commenced within six (6) months after the date of final payment hereunder, or within six (6) months of termination or conclusion this Agreement, or within six (6) months of accrual of the cause action, whichever is earliest.

C. In the event any claim is made or any action brought in any way relating to the Agreement herein, the Contractor shall diligently render to the Department and/or the City without additional compensation any and all assistance which the Department and/or the City may require of the Contractor.

D. The Contractor shall report to the Department in writing within three (3) working days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

CHAPTER XII MISCELLANEOUS PROVISIONS

ARTICLE 48 ACTIONS OR PROCEEDINGS AT LAW OR EQUITY

A. Any claim, which is not subject to the dispute resolution provisions of the PPB Rules, against the City for damages for breach of Contract shall not be made or asserted in any action or proceeding at Law or in equity, 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 hereinbefore provided.

B. Nor shall any such action or proceeding be instituted or maintained on any such claims unless such action or proceeding be commenced within six (6) months after the date of the Final Payment pursuant to Article 38 or within six (6) months of the termination or conclusion of this Contract, or within six (6) months after the accrual of the Cause of Action, whichever first occurs.

C. In the event any claim is made or any action brought in any way relating to this Contract, the Contractor shall diligently render to the Department and/or City, without any additional compensation, any and all assistance which the Department and/or City may require of the Contractor.

D. The Contractor shall report to the Department, in writing, within three (3) working days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Contract.

ARTICLE 49

**CONTRACTOR'S REPRESENTATIONS AND
WARRANTIES**

- A. In consideration of, and to induce the award of this Contract to the Contractor, the Contractor represents and warrants:
- (1) That it is financially solvent, and sufficiently experienced and competent to perform the Work; and
 - (2) That the facts stated in its bid and the information given by it pursuant to the bid documents and the Information for Bidders are true and correct in all respects; and
 - (3) That it has read and complied with all the requirements set forth in the Bid documents; and
 - (4) That no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation; and
 - (5) That no payment, gift or thing of value has been made, given or promised to obtain this or any other Contract between the parties.
- B. The Contractor makes such representations and warranties to induce the City to enter into this Contract and the City relies upon such representations and warranties in the execution hereof.
- C. For a breach of violation of such representations or warranties, Commissioner shall have the right to annul this Agreement without liability entitling the City the recover all moneys paid hereunder and the Contractor shall not make claim for, or the entitled to recover, any sum or sums, due under this Agreement. This remedy, effected, shall not constitute the sole remedy afforded the City the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to make any other action provided for by law or pursuant to this Agreement.
- D. Conflict of Interest. 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 would or may conflict in any *manner* or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, nor any person whose salary is payable, in whole or part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest, of any corporation, partnership or

association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

E. Fair Practices. The Contractor and each person signing on behalf of any Contractor represents and warrants and certifies, under penalty of perjury, that the best of its knowledge and belief:

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

2. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the proposal opening, directly or indirectly, to any other bidder or any competitor, and

3. No attempt has been made or will be made by the Contractor to include any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The fact that the Contractor (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to others customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

ARTICLE 50 INFRINGEMENT (INVENTIONS, PATENTS AND COPYRIGHTS)

- A. The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.
- B. Any discovery or invention arising out of or developed in the course of performance of this Contract shall be promptly and fully reported to the Department, and if this work is supported by a Federal grant of funds, it shall be promptly and fully reported to the Federal Government for 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.

- C. No report, document or other data produced in whole or in part with Contract funds shall be copyrighted by the Contractor, nor shall any notice of copyright be registered by the Contractor in connection with any report, document or other data developed for the Contract.
- D. If any copyrightable material is developed under or in the course of performing this Contract, any Federal Agency providing federal financial participation for the contract shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for governmental purposes.
- E. In no event shall Paragraphs B, C, and D of this Article be deemed to apply to any report, document or other data, or any invention of the Contractor which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Contract.

ARTICLE 51 RESERVED

ARTICLE 52 SERVICE OF NOTICES

- A. The Contractor hereby designates the business address specified in its bid as the place where all notices, direction or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to aforesaid place, or deposit of such Notice in a post-office box regularly maintained by the United States Post Office Department, shall be conclusively deemed to be sufficient service thereof upon the Contractor. The date of such delivery or deposit shall be deemed to be the date of service.
- B. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Commissioner.
- C. Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or if the Contractor be a corporation, upon any officer or director thereof.
- D. Any notice to the Department shall be in writing, and sent by first class mail or personally delivered to the Agency Chief Contracting Officer, 75-20 Astoria Blvd., Suite 160, East Elmhurst, New York 11370. Notices given pursuant to this Article 52 shall be deemed effective on the day after personal delivery or three (3) days after mailing.

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ARTICLE 53 UNLAWFUL PROVISIONS DEEMED STRICKEN FROM THE CONTRACT

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

ARTICLE 54 ALL LEGAL PROVISIONS DEEMED INCLUDED

It is the intent and understanding of the parties to this Contract that each and every provision of Law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the Law and without prejudice to the rights of either party hereunder.

ARTICLE 55 TAX EXEMPTION

- A. The City is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the City pursuant to the provisions of this Contract. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the Contractor, Subcontractor or to tangible personal property which, even though it is consumed, is not incorporated into the completed Work (consumable supplies) and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work. The Contractor and its Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work.

- B. The Contractor agrees to sell and the City agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work, that is required, necessary or proper for or incidental to the construction of the Project covered by this Contract. The sum paid under this Contract for

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such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

- C. The Contractor agrees to perform all work, labor and services required, necessary, proper or incidental to the performance of this Contract for the sum shown in the bid for the performance of such work, labor and services, and the sum so paid pursuant to this Contract for such work, labor, and services, shall be in full consideration for the performance by the Contractor of all his duties and obligations under this Contract in connection with said work, labor and services.
- D. 20 NYCRR section 541.3(d) provides that a contractor's purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The City shall not pay sales tax for any such tangible personal property that it purchases from the Contractor pursuant to the Contract. With respect to such tangible personal property, the Contractor, at the request of the City, shall furnish to the City such bills of sale and other instruments as may be required by the City, properly executed, acknowledged and delivered assuring to the City title to such tangible personal property, free of liens and/or encumbrances, and the Contractor shall mark or otherwise identify all such tangible personal property as the property of the City.
- E. Title to all tangible personal property to be sold by the Contractor to the City pursuant to provisions of this Contract shall immediately vest in and become the sole property of the City upon delivery of such tangible personal property to the Site and prior to its becoming a part of the permanent structure. Notwithstanding such transfer of title, the Contractor shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this Contract, and protect it and maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the City, until such time as the Work covered by this Contract is fully accepted by the City. Such transfer of title shall in no way affect any of the Contractor's obligations hereunder. In the event that, after title has passed to the City, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the Contractor.
- F. The purchase by Subcontractors of tangible personal property to be sold hereunder shall also be a purchase or procurement for resale to the Contractor (either directly or through other Subcontractors) and therefore not subject to the aforesaid Sales or Compensation Use Taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property prior to and separate and apart from the incorporation of such tangible personal property into the permanent project and that such Subcontract agreements are in a

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form similar to this Contract with respect to the separation of the sale of consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work from the Work and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other Work and labor and other things to be provided.

- G. The Contractor and its Subcontractors and Materialmen shall furnish a Contractor Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the Work covered by this Contract.
- H. In the event any of the provisions of this Article shall be deemed to be in conflict with any other provisions of this Contract or create any ambiguity, the provisions of this Article shall control.

ARTICLE 56 INVESTIGATIONS

- A. The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.
- B. 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, the State or any political subdivision or public authority thereof, the Port Authority of New York and New Jersey, any local development corporation within the City or any public benefit corporation organized under the laws of the State of New York, or
- C. 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

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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, any political subdivision thereof or any local development corporation within the City, then

- D. The Commissioner or Agency Head who Agency is a party in interest to the transaction, 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 shall attach for the failure of a person to testify.
- E. 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 56(G) below without the City incurring any penalty of damages for delay or otherwise.
- F. The penalties which 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 (5) years from the date of an adverse determination for any person or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, 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 Contract, nor the proceeds of which have been 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.
- G. The Commissioner or Agency Head shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in subparagraphs 56(G)(1) and 56(G)(2) below. He/She may also consider, if relevant and appropriate, the criteria established in Subparagraphs 56(G)(3) and 56(G)(4) below, in addition to any other information which 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

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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 54(G) 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 54(D) 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.

H. **Definitions:**

- (1) The term “*license*” or “*permit*” as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
- (2) The term “*person*” as used herein shall be defined as any natural person doing business alone or associated with another person or entity as partner, director, officer, principal or employee.
- (3) The term “*entity*” as used herein 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 herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

- I. In addition to and notwithstanding any other provision of this Contract, the Commissioner or Agency Head may, in his/her sole discretion, terminate this Contract upon not less than three (3) days’ written notice in the event the Contractor fails to promptly report in writing, to the Commissioner of Investigation of the City of New York, any solicitation of money, goods, requests

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for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the non-City party or parties, or affecting the performance of this Contract.

ARTICLE 57 **COVENANTS OF CONTRACTOR**

- A. Employees. All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this Agreement are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent or for taxes of any nature including but not limited to unemployment insurance, worker's compensation, disability benefit and social security, or except as specifically stated in this Agreement to any person, firm or corporation.
- B. Independent Contractor Status. The Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department of the City of New York, and that in accordance with such status as independent contractor, the Contractor agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City of New York, or of any department, agency or unit thereof, by reason thereof and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer of or employee of the City of New York including, but not limited to, Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.
- C. Confidentiality.
All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Agreement are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without the prior written approval of the Department.
- The provisions of this Section shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.
- D. Employment Practices. Contractor and its subcontractors shall comply with, the Civil Rights Act of 1964 and any amendment thereto, and the rules and regulations thereunder, and Executive Order No. 50, as attached hereto.
- E. Political Activity.
1. There shall be no partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as pan of or

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in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

2. No funds provided under this Agreement shall be used, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress of the United States, except in presentation to the Congress itself.

3. No funds provided under this Agreement, shall be used to pay the salary or expenses of any person to engage in any activity designed to influence legislation or appropriations pending before the Congress of the United States.

ARTICLE 58 **CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE**

A. The Contract shall be deemed to be executed in the City of New York, 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.

B. The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City (“Federal Courts”) or in the courts of the State of New York (“New York State Courts”) located in the City and County of New York. To effect this Contract and intent, the Contractor agrees:

(1) If the City initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by Registered Mail addressed to the Contractor at its address as set forth in this Contract, or to such other addresses as the Contractor may provide to the City in writing; and

(2) With respect to any action between the City and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have to (a) move to dismiss on grounds of *forum non conveniens*, (b) remove to Federal Court; and (c) move for a change of venue to a New York State Court outside New York County.

(3) With respect to any action between the City and the Contractor in Federal Court located in New York City, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City.

- (4) If the Contractor commences any action against the City in a court located outside of the City and State of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a court of competent jurisdiction in the City.
- C. If any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 59 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 Export Administration Act of 1979, as amended, 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, participated in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or regulations promulgated thereunder, the Comptroller may, at his/her option, render forfeit and void this Contract.
- C. The Contractor shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

ARTICLE 60 PUBLICITY

- A. The Contractor, or any of its employees, agents, servants, or independent contractors, 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 twenty-four (24) hours prior to any statement to the press or at least five (5) 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 Article 57(D).

- B. If the Contractor publishes any work dealing with any aspect of performance under this Contract, or the results or accomplishments attained in such performance, the Department shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise authorize others to use the publication.

ARTICLE 61 ASSIGNMENT OF ANTI-TRUST CLAIMS

The Contractor hereby assigns, sells and transfers to the City of New York all right, title and interest in and to any claims and causes of action arising under the antitrust laws of New York State or of the United States relating to the particular goods or services purchased or procured by the City under this Contract.

ARTICLE 62 NO DAMAGE FOR DELAY

If the Contractor has been delayed he must notify the Commissioner of the reasons for the delay and request an extension of time. The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, 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.

ARTICLE 63 CLEAN AIR ACT

If the amount of this Contract is in excess of one hundred thousand dollars (\$100,000), the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, 42 U.S.C. 1875b, et. seq., as amended, and the Federal Water Pollution Act, 33 U.S.C. 1251, et. seq.

Should a harmful dust hazard be created in performing the work of this Contract, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the State of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this Contract voidable at the sole discretion of the City.

ARTICLE 64 NO DISCRIMINATION

As required by New York State Labor Law Section 220-e or 239, as amended, Contractor agrees:

- A. That in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor shall by reason of race, creed, color, 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;
- B. That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color, sex or national origin;
- C. That there may be deducted from the amount payable to the Contractor by the City under this Contract a penalty of fifty dollars (\$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 Contract; and
- D. That this Contract may be canceled or terminated by the City and monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 64.
- E. As provided by Labor Law section 220-e, the aforesaid provisions of this Article covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- F. Contractor specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, 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 Contractor, Subcontractor, or any person on its behalf, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or

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creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

(3) Breach of the foregoing provisions shall be deemed a violation of a material provision of this Contract.

(4) Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 64(G) shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) Days, or both.

G. This Contract is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No Contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Contract, the Contractor agrees that it:

(1) Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

(2) Will not engage in any unlawful discrimination in the selection of Subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

(3) Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

(4) Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

(5) Will furnish, before the award of the Contract, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (DLS) and

will permit access to its books, records, and accounts by the DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

H. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the DLS, the Director of the DLS may direct the Commissioner to impose any or all of the following sanctions:

- (1) Disapproval of the Contractor; and/or
- (2) Suspension or termination of the Contract; and/or
- (3) Declaring the Contractor in default; and/or
- (4) In lieu of any of the foregoing sanctions, the Director of the DLS may impose an employment program.

In addition to any actions taken under this Contract, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances may result in a City Agency declaring the Contractor to be non-responsible in future procurements.

The Contractor further agrees that it will refrain from entering into any Contract or Contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a Subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

I. The Contractor specifically agrees, as required by Section 6-123 of the Administrative Code, that:

- (1) The Contractor will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code;
- (2) Every agreement between the Contractor and a first-level Subcontractor in excess of fifty thousand (\$50,000) dollars shall include a provision that the Subcontractor shall not engage in any unlawful discriminatory practice as defined in Title 8 of the Administrative Code (Section 8-101 et seq.); and
- (3) Any failure to comply with this Article 64(I) may subject the Contractor to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program,

finding the Contractor to be in default, cancellation of the Contract, or any other sanction or remedy provided by Law or Contract.

ARTICLE 65 DAMAGES

In addition to any other rights and remedies provided by Law and by this Contract, the Commissioner may deduct from any monies which may be due or become due under this Contract the amount of any damages sustained by the City arising out of the breach of the terms of this Contract by reason of negligence or errors of omission or commission in performance of this Contract.

ARTICLE 66 PROPERTY OF THE CITY OF NEW YORK

All notes, drawings, reports, tracings, designs, estimates and specifications and all other data required under this Contract prepared and furnished by the Contractor shall become the property of the City upon their approval in writing by the Commissioner and acceptance by the City as hereinabove provided, or upon the termination of the Contractor's services. The Contractor shall deliver to the Commissioner all notes, maps, surveys, designs, sketches, reports, drawings, estimates and specifications which thereafter the City may utilize in whole or in part or in times as it may deem advisable without further employment of or additional compensation to the Contractor.

ARTICLE 67 PROHIBITION OF TROPICAL HARDWOODS

Tropical hardwoods, as defined in Section 167-b of the New York State Finance Law shall not be utilized in the performance of this Contract, except as expressly permitted by Section 167-b of the New York State Finance Law.

ARTICLE 68 EXECUTORY CONTRACT

This Contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Contract.

ARTICLE 69 ENTIRE CONTRACT – MERGER CLAUSE

This written Contract including any attachments or references which have been incorporated herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein. This Contract may be modified by the parties in writing only in a manner not materially affecting the substance hereof.

ARTICLE 70 COMPENSATION TO BE PAID TO THE CONTRACTOR

The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the sum of set forth in Part B, this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof.

ARTICLE 71 MacBRIDE PROVISIONS

By signing this Contract, the Contractor agrees that the provisions regarding the MacBride Principles (*See Part F Attachments*) constitute material conditions of this Contract.

ARTICLE 72 HEALTH INSURANCE COVERAGE

If the price for which this Contract was awarded exceeds \$100,000, or if the price for which this Contract was awarded when combined with other construction or services contracts awarded the Contractor by the City in the year prior to award of this Contract exceeds \$100,000, the Contractor shall be required to submit the Health Insurance Coverage Form, annexed hereto in Part F, following registration of the Contract, upon request of the Agency.

ARTICLE 73 NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the City for, or on account of anything done or omitted to be done in connection with this Contract.

ARTICLE 74 INSPECTION AT SITE

The Department shall have the right to have representatives of the Department or of the City or of the State or Federal governments present at the site of the engagement to observe the work being performed.

ARTICLE 75 NO ESTOPPEL

- A. Neither the City nor any Agency, officer, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the City, the Commissioner or any other officer, agent or employee of the City, either before or after the final completion and acceptance of Work and payment therefore:
- (1) From showing the true and correct classification, amount, quality or character of the Work actually done, or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the Work or any part thereof does not in fact conform to the requirements of this Contract; and/or
 - (2) From demanding and recovering from the Contractor any overpayments made to it, or such damages as it may sustain by reason of the Contractor's failure to perform each and every part of this Contract in strict accordance with its terms or both.

ARTICLE 76 ELECTRONIC FUNDS TRANSFER

A. In accordance with Section 6-107.1 of the New York City Administrative Code, 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, Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this 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 herein to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

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ARTICLE 77

**WHISTLEBLOWER PROTECTION EXPANSION ACT
RIDER**

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please see Part F Attachments, Whistleblower Protection Expansion Act and Required Notice.

No Further Text on This Page.

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor have executed this agreement in quadruplicate, two (2) parts of which are to remain with the Commissioner, one (1) part to be filed with the Comptroller of the City, and one (1) part to be delivered to the Contractor.

THE CITY OF NEW YORK

BY: _____
Frank Doka
Deputy Commissioner
Department of Correction

Name of Contractor

BY: _____
Signature of Partner or
Officer of Corporation

(Corporate Seal) **ATTEST:**

Secretary or Assistant Secretary

Dated: _____, 20__

ACKNOWLEDGMENT BY COMMISSIONER OR DESIGNEE

State of _____ County of _____ ss:

On this _____ day of _____, 20__, before me personally came _____, to me known and known to me to be the Deputy Commissioner of the Department of Correction of the City of New York, the person described as such in and who as such executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL—IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20__, before me personally appeared _____ to me known, who being by me duly sworn did depose and say that he/she resides at _____, that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was affixed by order of the directors of said corporation; and that he/she signed his/her 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 _____, 20__, before me personally appeared _____ to me known and known to me to be a member of the firm of _____, the firm described in and who executed the foregoing instrument and he/she acknowledged to me that he/she 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 _____, 20__, before me personally appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

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END OF SECTION D

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PART E: GENERAL CONDITIONS

Schedule “A” (Bonding and Insurance Requirements, etc.)

Performance Bond Form, if applicable

Payment Bond Form, if applicable

SCHEDULE "A"

<u>Reference</u>	<u>Item</u>	<u>Requirements</u>
Section 27 of Information for Bidders	Bid Deposit or Bid Bond	<u>5%</u> of Bid
Section 27 of Information for Bidders	Performance Security	<u>N/A</u>
Section 27 of Information for Bidders	Payment Security	<u>N/A</u>
Section <u>1.01</u> of Part C, Detailed Specifications	Period of Performance	<u>1095 Consecutive Calendar Days</u>
Article 7 of Agreement	Renewal	<u>Two (1) year renewal options</u>
Article 8 of Agreement also see Section <u>4.00</u> , Part C, Detailed Specifications	Liquidated Damages	\$50 per day for failure to comply with the response times. \$250 per day for failure to complete. (for further details refer to Part C section 4.00)
Article 11 of Agreement	Subcontracting	Not to exceed 49% of Bid
Article 14 of Agreement	Retained Percentage	<u>N/A</u>
Article 15 of Agreement	Insurance	See Next Page
Article 18 of Agreement	Maintenance and Guaranty Security	<u>One (1) Year</u>
Article 18 of Agreement	Guaranty Period	<u>One (1) Year</u>
Article 37 of Agreement	Partial Payment	<u> X </u> will be allowed _____ will not be allowed

....CONTINUED ON NEXT PAGE.

TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Article 15(C)(2) must be accompanied by a Certification of Broker consistent with the form at the end of this Schedule A and include the following information:

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

All such certificate(s) of insurance (including Certification(s) of Broker, where required) must be sent to the New York City Department of Correction, Central Office of Procurement, 75-20 Astoria Blvd., Suite 160, East Elmhurst, New York 11370.

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

Types of Insurance (per Article 15 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 15(A)(1)	\$ <u>2,000,000.00</u> per occurrence \$ <u>4,000,000.00</u> aggregate Additional Insured: City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37.

<input checked="" type="checkbox"/> Workers' Compensation Art. 15(A)(2) <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 15(A)(2) <input checked="" type="checkbox"/> Employers' Liability Art. 15(A)(2) <input type="checkbox"/> Jones Act Art. 15(A)(3) <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 15(A)(3)	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. <u>Note</u> : New York State Workers' Compensation Board form no. C-105.2, 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. Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.
<input checked="" type="checkbox"/> Commercial Auto Liability Art. 15(A)(4)	<u>\$1,000,000.00</u> 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 type="checkbox"/> Contractors Pollution Liability Art. 15(A)(5)	<u>N/A</u> per occurrence <u>N/A</u> aggregate Additional Insured: City of New York, including its officials and employees.
<input type="checkbox"/> Marine Protection and Indemnity Art. 15(A)(6)(a)	<u>N/A</u> per occurrence <u>N/A</u> aggregate Additional Insured: City of New York, including its officials and employees.

<input type="checkbox"/> Hull and Machinery Insurance Art. 15(A)(6)(b)	<u>N/A</u> per occurrence <u>N/A</u> aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Pollution Liability Art. 15(A)(6)(c)	<u>N/A</u> each occurrence Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Professional Liability Insurance Art. 15(A)(7)	<u>N/A</u> per occurrence/claim <u>N/A</u> aggregate

No further text on this page.

SCHEDULE A

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

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

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

-- OR --

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

SCHEDULE A

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

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

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

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

[Signature of authorized official, broker, or agent]

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

State of)

) ss.:

County of)

Sworn to before me this ____ day of _____ 20__

NOTARY PUBLIC FOR THE STATE OF _____

PART F:

ATTACHMENTS

Attachment A	Participation by Minority-Owned and Women-Owned Business Enterprises In City Procurement <ul style="list-style-type: none">• Notice to Prospective Contractors• Schedule B
Attachment B	Supply and Service Employment Report
Attachment C	MacBride Principles -
Attachment D	Whistleblower Expansion Act and Poster
Attachment E	Sub-contracting Compliance Notice and Utilization Form
Attachment F	Undue Familiarity and Prevention of Sexual Abuse of Inmates by Staff and Other Inmates -
Attachment G	Security Clearance Request and Authorization Form -
Attachment H	Security Requirements for All Work Performed on Riker's Island –
Attachment I	Prevailing Wage Schedule
Attachment J	Paid Sick Leave
Attachment K	Hire NYC Rider

ATTACHMENT A

**PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED
BUSINESS ENTERPRISES IN CITY PROCUREMENT**

- **NOTICE TO PROSPECTIVE CONTRACTORS**
- **SCHEDULE B**

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

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter “Section 6-129”). Section 6-129 establishes the program for participation in City procurement (“M/WBE Program”) by minority-owned business enterprises (“MBEs”) and women-owned business enterprises (“WBEs”), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City’s procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services (“DSBS”) promulgated thereunder.

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

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

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

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

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

PART A

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

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

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

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

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

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

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective

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

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct

subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, 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 seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at _____ or via facsimile at () _____. 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.



THE CITY OF NEW YORK

SCHEDULE B – M/WBE Utilization Plan
Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E- Pin # 07217B0001 FMS Project ID#: _____

Project Title/
 Agency PIN # Seamless Floors and Wall Requirement Contract/ 072201714NSD

Bid/Proposal
 Response Date _____

Contracting
 Agency DOC

Agency Address 75-20 Astoria BLVD City East Elmhurst State NY Zip Code 11370

Contact Person Cameron Sutton Jr. Title Contract Manager

Telephone # 718-546-0791 Email cameron.sutton@doc.nyc.gov

Project Description *(attach additional pages if necessary)*

This procurement is needed for on-call, as necessary repairs, replacements, and installation services to kitchens, pantries, and showers seamless walls and floors. Included within the services to be provided is the provision of all labor and/or material necessary to replace and repair the seamless floors and/or walls. The term of the contract is 1095 consecutive calendar days, with two (1) one year renewal options.

M/WBE Participation Goals for Services

Enter the percentage amount for each group or for an unspecified goal. Please note that there are no goals for Asian Americans in Professional Services.

Prime Contract Industry: Standard Services - Construction-Related

Group	Percentage
<u>Unspecified</u>	<u>10%</u>
or	
<u>Black American</u>	<u>0%</u>
<u>Hispanic American</u>	<u>0%</u>
<u>Asian American</u>	<u>0%</u>
<u>Women</u>	<u>0%</u>
Total Participation Goals	10%

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 5 and 6 and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information	
Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS				
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 1)	Calculated M/WBE Participation Amount
	\$	X	=	\$ Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS				
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)	Calculated M/WBE Participation Amount
	\$	X	=	\$ Line 3

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. 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 above, 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 above, 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 above, as applicable.

Section IV: 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 brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary.

✓ Scopes of Subcontract Work

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

Section V: 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 _____

SCHEDULE B – PART III – REQUEST FOR WAIVER OF M/WBE PARTICIPATION REQUIREMENT

Contract Overview	
Tax ID # _____	FMS Vendor ID # _____
Business Name _____	
Contact Name _____	Telephone # _____ Email _____
Type of Procurement <input type="checkbox"/> Competitive Sealed Bids <input type="checkbox"/> Other _____	Bid/Response Due Date _____
APT E-PIN # (for this procurement): 07217B0001 Contracting Agency: DOC	

M/WBE Participation Goals as described in bid/solicitation documents

_____ 10% Agency M/WBE Participation Goal

Proposed M/WBE Participation Goal as anticipated by vendor seeking waiver
 _____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.

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. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)
- Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.

References

List 3 most recent contracts performed for NYC agencies (if any). Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

(Complete ONLY if vendor has performed fewer than 3 New York City contracts.)

TYPE OF Contract _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No./Email) _____		
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Type of Work Subcontracted _____		

TYPE OF Contract _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No./Email) _____		
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

TYPE OF Contract _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No./Email) _____		
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

VENDOR CERTIFICATION: *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.*

Signature: _____	Date: _____
Print Name: _____	Title: _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
Signature: _____ **Date:** _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL
Signature: _____ **Date:** _____

Waiver Determination

Full Waiver Approved:

Waiver Denied:

Partial Waiver Approved:

Revised Participation Goal: _____ %

ATTACHMENT B
SUPPLY AND SERVICE EMPLOYMENT REPORT

PIN: 072201714NSD
EPIN: 07217B0001

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

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

ATTACHMENT C
MACBRIDE PRINCIPLES

MacBRIDE PRINCIPLES
NOTICE TO ALL PROSPECTIVE CONTRACTORS

Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 to the Administrative Code of the City of New York. The local law provides for certain restrictions on City Contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland to promote freedom of work place opportunity.

Pursuant to Section 6-115.1, prospective contractors for Contracts to provide goods or services involving an expenditure of an amount greater than ten thousand dollars (\$10,000), or for construction involving an amount greater than fifteen thousand dollars (\$15,000), are asked to sign a rider in which they covenant and represent, as a material condition of their Contract, that any business in Northern Ireland operations conducted by the Contractor that holds a ten (10%) percent or greater ownership interest and any individual or legal entity that holds a ten (10%) percent or greater ownership interest in the Contractor will be conducted in accordance with the MacBride Principles of non-discrimination in employment.

Prospective Contractors are not required to agree to these conditions. However, in the case of contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a Contract to supply goods, services or construction of comparable quality, the contracting entity shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable law and rules, that it is in the best interest of the City that the Contract be awarded to other than the lowest responsible bidder pursuant to Section 313(b)(2) of the City Charter.

In the case of Contracts let by other than competitive sealed bidding, if a prospective Contractor does not agree to these conditions, no agency, elected official or the Council shall award the contract to that bidder unless the entity seeking to use the goods, services or construction certifies in writing that the contract is necessary for the entity to perform its function and there is no other responsible Contractor who will supply goods, services or construction of comparable quality at a comparable price.

PART A

In accordance with Section 6-115.1 of the Administrative Code of the City of New York, the Contractor stipulates that such Contractor and any individual or legal entity in which the Contractor holds 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 this compliance with such principles.

PART B

For purposes of this section, the following terms shall have the following meanings:

- A. “MacBride Principles” shall mean those principles relating to non-discrimination in employment and freedom of work place opportunity which requires employers doing business in Northern Ireland to:
1. Increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 2. Take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the work place and while traveling to and from work;
 3. Ban provocative religious or political emblems from the work place;
 4. Publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 5. Establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 6. Abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
 7. Develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from the underrepresented religious groups;
 8. Establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 9. Appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II **ENFORCEMENT OF ARTICLE I**

The Contractor agrees that the covenants and representations in Article I above are material conditions to this Contract. In the event the contracting entity receives information that the Contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the Contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the

right to declare the Contractor in default and/or terminate this Contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the Contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the Contract price for the uncompleted portion of this Contract and the cost to the contracting entity of completing performance of this Contract either itself or by engaging another Contractor or Contractors. In the case of a requirements contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of the Contract. In the case of a construction contract, the contracting entity shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of the Contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights or remedies the entity has pursuant to this Contract or by operation of Law.

No further text on this page.

ATTACHMENT D

**WHISTLEBLOWER PROTECTION EXPANSION ACT
RIDER**

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.



ATTACHMENT E

SUB-CONTRACTING COMPLIANCE NOTICE

SUB-CONTRACTING COMPLIANCE NOTICE

Notice for Bidders:

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip. 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 Article 11 of Part D, 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.

CITY OF NEW YORK**SUBCONTRACTOR APPROVAL FORM**

For subcontracts to be approved before contract registration

Column on left indicates whom that section is to be completed by

PRIME CONTRACT INFORMATION

AGENCY

Agency:	Unit/Div:
PIN:	
Contract Description:	

PRIME CONTRACTOR IDENTIFICATION

Name:	EIN/SSN:
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SUBCONTRACTOR INFORMATION

PRIME CONTRACTOR

Name:	PIP Vendor #:	
*Phone:	*Fax:	
*Address:	*City:	*State/Zip:
*EIN/SSN:	*E-Mail:	
Subcontract Description:		
Approx Subcontract Value:\$	Approx Start Date __/__/__	Approx End Date __/__/__
Subcontractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> or LBE <input type="checkbox"/> (check all that apply & note status below)		
YES <input type="checkbox"/>	Application Pending <input type="checkbox"/>	Intends to Apply <input type="checkbox"/> NO <input type="checkbox"/>
Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.		
Signature _____	Title _____	
Print Name _____	Date _____	
Email _____	Phone _____	

AGENCY PRELIMINARY REVIEW

PLEASE SEE PAGE 2 FOR INSTRUCTIONS

AGENCY

Agency Preliminary Review Completed By: _____	Date _____	
1. VENDEX <input type="checkbox"/>	2. Employment <input type="checkbox"/>	3. References <input type="checkbox"/>
4. PLA <input type="checkbox"/>	5. Apprenticeship <input type="checkbox"/>	6. Licenses <input type="checkbox"/>

PRIME CONTRACTOR RESPONSE

PRIME CONTRACTOR

For each of the boxes checked in the agency preliminary response above, I have informed the Subcontractor of all relevant requirements and provided all requested documentation.

*Not required if subcontractor is in PIP

**CITY OF NEW YORK
SUBCONTRACTOR APPROVAL FORM**

For subcontracts to be approved after contract registration
Column on left indicates whom that section is to be completed by

PRIME CONTRACT INFORMATION

AGENCY	Agency:		Unit/Div:			
	Contract ID:		Prime Vendor:			
	Prime Contract Description:					
	Subcontractor Name:					
	Subcontract ID (from PIP):					
	Agency Preliminary Review Completed By: _____ Date _____					
	1. VENDEX	<input type="checkbox"/>	2. Employment	<input type="checkbox"/>	3. References	<input type="checkbox"/>
	4. PLA	<input type="checkbox"/>	5. Apprenticeship	<input type="checkbox"/>	6. Licenses	<input type="checkbox"/>

PRIME CONTRACTOR RESPONSE

PRIME CONTRACTOR	For each of the boxes checked in the agency preliminary response above, I have informed the Subcontractor of all relevant requirements and provided all requested documentation. <input type="checkbox"/>				
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**CITY OF NEW YORK
SUBCONTRACTOR APPROVAL FORM**

Page 2
Prime Vendor Preliminary Review Follow-up Instructions

After completing the Preliminary Review, the agency will mark, on Page 1, the box for any item requiring follow-up and return the form to the Prime Vendor. The Prime Vendor should follow the instructions below for each of the boxes checked in the Agency Preliminary Review on Page 1, and return the form to the agency with any required documentation.

1. VENDEX

If Box 1 (VENDEX) is checked, the agency has granted preliminary approval, and determined that the subcontractor is required to file VENDEX Questionnaires with the Mayor's Office of Contract Services. A VENDEX Vendor Questionnaire and Principal Questionnaire must be filed where the subcontract dollar amount is \geq \$100,000 or where the aggregate business with the City is \geq \$100,000 during the preceding twelve months. The VENDEX Questionnaires and Guide can be downloaded from <http://www.nyc.gov/html/selltonyc/html/tocvendex.html>.

2. Employment

If Box 2 (Employment) is checked, the subcontractor must complete a Division of Labor Services (DLS) Construction Employment Report. A subcontractor selected to perform work on a construction project funded or assisted by the City of New York must complete a DLS Construction Employment Report if the subcontract dollar amount $>$ \$750,000. For construction projects funded in whole or in part by the federal government, a DLS Construction Employment Report must be completed if the proposed subcontract value $>$ \$10,000. For non-construction goods/services subcontracts $>$ \$100,000, employment reports are required for any subcontractor with $>$ 50 employees, and a certificate is required for those with fewer employees.

3. References

If Box 3 (References) is checked, you as the prime contractor must provide references with respect to the subcontractor's ability to perform, consisting of a list of three completed comparable projects. References shall include a full description/location of each project, scope of work, value of project, and the names and phone numbers of owners, architect or engineer who supervised the work. Please attach your documentation to your response.

4. PLA

If Box 4 (PLA) is checked, you as the prime contractor must obtain signed Letter of Assent from the subcontractor which demonstrates that the subcontractor agrees to the terms of the PLA. Please attach the subcontractor's signed Letter of Assent to your response.

5. Apprenticeship

If Box 5 (Apprenticeship) is checked, you as the prime contractor must provide the agency with proof that the subcontractor maintains an apprenticeship agreement appropriate for the scope of work to be performed, that the apprenticeship agreement has been registered with and approved by the New York State Commission of Labor, and that the program has three years of current, successful experience in providing career opportunities.

6. Licenses

If Box 6 (Licenses) is checked, you as the prime contractor must document that the subcontractor has all required licenses. Please attach your documentation to your response.

ATTACHMENT F

**UNDUE FAMILIARITY FOR ALL WORK PERFORMED
ON RIKER'S ISLAND**



THE CITY OF NEW YORK
DEPARTMENT OF CORRECTION



MEMORANDUM

<input type="checkbox"/> NEW		<input checked="" type="checkbox"/> REVISED		SUBJECT
EFFECTIVE DATE 02/07/08	NUMBER 01/08	PAGE 1 OF 3 PAGES	UNDUE FAMILIARITY AND PREVENTION OF SEXUAL ABUSE OF INMATES BY STAFF AND OTHER INMATES	

TO : ALL STAFF

FROM : MARTIN F. HORN, COMMISSIONER



This message is addressed to all of you who work in our jails, whether you are an employee of the Department of Correction, an employee of another agency, a volunteer, contractor or vendor. Our collective mission is to keep our jails, the inmates, and staff, safe.

We take pride in providing a safe environment for all individuals who are committed to our custody. It is the professionalism of all of us that has established the Department as a leader in the field of corrections. We maintain high standards of behavior and demand the highest level of integrity.



- The way we behave around inmates is key to our success. We must perform our job with integrity. When boundaries are crossed, we become ineffective and the safety of each of us is threatened.
- Once you accept a gift or favor, introduce a single piece of contraband or single an inmate out for special treatment---with the first letter you carry in or out, the first cigarette you provide, the infraction you quash---the door is opened for the inmate to control you and influence your further actions.

And that becomes a serious threat to the safety of fellow staff and other inmates.

- 'Undue familiarity' is a direct violation of our Rules and Regulations. It is the Department's policy to seek termination of those who violate this rule. This behavior includes any social activity with an inmate that is not directly related to one's duties. Such behavior may involve, for example, the granting of a special favor or privilege, a phone call, accepting of a gift, bringing in contraband, a romantic relationship or at its worst, sexual conduct. Undue familiarity is not only a violation of our rules and regulations, but may also be a criminal offense.
- One of the worst offenses staff can commit is to engage in any sexual conduct with an inmate, or make sexual threats.

	EFFECTIVE DATE 02/07/08	SUBJECT UNDUE FAMILIARITY AND PREVENTION OF SEXUAL ABUSE OF INMATES BY STAFF AND OTHER INMATES	
	MEMORANDUM		
	NUMBER 01/08	PAGE 2 OF 3 PAGES	

- The Department of Correction has zero tolerance for sexual abuse of inmates. **No one** is allowed to have sexual contact with any person who is incarcerated. Other inmates and employees are prohibited from asking, demanding, forcing, or participating in a sexual act with an inmate. This applies to EVERYONE including uniformed and civilian employees of the Department, as well as contractors, vendors, volunteers, and employees of other agencies who work in the jails.
- In addition to the Department policy, New York State Law clearly states that inmates are not able to give consent to sexual conduct with an employee. (Penal Law §130.05, subdivision 3). Individuals considered employees under this law include not only uniformed and civilian employees of the Department, but contractors, vendors, volunteers, employees of other agencies and all other persons who provide a direct service to inmates. In the same way that an underage minor can not consent to sex with an adult, so too an inmate can not consent to sex with employees. **There is no such thing as consensual sex between employees and inmates.** Any such sexual misconduct is a sex crime---whether it occurs inside a correctional facility, during transportation, or at any other time during an inmate's custody.
- The personal consequences for an employee who has any sexual contact with an inmate or sexually threatens an inmate are severe. Not only will that individual be terminated but they will also be arrested and criminally prosecuted. **If convicted they face imprisonment and registration as a sex offender.** The employee may also be required to pay monetary damages to the inmate out of his or her own pocket.
- This illegal behavior also poses a grave risk to all staff. The offending employee has totally compromised himself or herself, no different than if he or she were to smuggle weapons to an inmate.
- All allegations of sexual abuse and sexual threats will be investigated promptly and thoroughly.
- You all play a critical role in identifying and preventing a potential incident of sexual abuse, and responding if such an incident occurs.
- Equally important to us is the protection of inmates from sexual assaults by other inmates. The Department prohibits sexual acts between inmates, whether voluntary or coerced. Inmates who are observed engaging in a sexual act or soliciting a sexual act with another inmate must be ordered to cease their actions. Where the sex is voluntary, infractions will be processed for all the involved parties. Inmates who commit sexual abuse or assaults will be re-arrested and prosecuted to the full extent of the law. **Employees who fail to stop such assaults as they are occurring and/or fail to report them are subject to disciplinary action, including termination.** Inmates who are victims or in danger must be protected.

	EFFECTIVE DATE 02/07/08	SUBJECT UNDUE FAMILIARITY AND PREVENTION OF SEXUAL ABUSE OF INMATES BY STAFF AND OTHER INMATES	
	MEMORANDUM		
	NUMBER 01/08	PAGE 3 OF 3 PAGES	

- Each of us is responsible for being alert to signs of potential situations in which sexual abuse might occur as well as signs of victimization. And all of us also have the duty to report any knowledge or information we may have about an employee who sexually abuses or engages in undue familiarity with an inmate. You may either contact the Department of Investigation confidentially (numbers are posted in the facilities) or, DOC employees may report to the Tour Commander. You must report, or you will face disciplinary action yourself. All allegations must be reported.
- Any employee who receives a report of inmate-on-inmate sexual abuse, must immediately notify their supervisor. An employee who intentionally fails to report such information will be subject to disciplinary charges.
- There is another role for staff to play in the prevention of sexual abuse of inmates, and that is to encourage inmates to report sexual abuse as well as any other concerns about their safety. If an inmate makes an allegation against staff or other inmates they will be offered immediate protection, medical examination and mental health services and counseling by our chaplains. And the complaint will be reported to the appropriate law enforcement officials and thoroughly investigated. We need your help in getting that message out to the inmates so that they will not be afraid to come forward if they are being victimized.

The Department is very proud of its work force and all of you who come to work day in and day out and perform your jobs professionally, with integrity. Our tradition of excellence requires that we all join together and do everything possible to make sure our zero tolerance policy is part of our culture and value system, because it is the right thing to do!


 MARTIN F. HORN
 COMMISSIONER

Attachment:

Directive #5010, Preventing Inmate Sexual Abuse, dated 05/01/07 (as amended).

Supersedes:

Memorandum #02/07, UNDUE FAMILIARITY AND PREVENTION OF SEXUAL ABUSE OF INMATES BY STAFF AND OTHER INMATES, dated 05/01/07.

Joseph Ponte, Commissioner

Ava B. Rice, Assistant Commissioner

Contracts and Procurement

Agency Chief Contracting Officer

Bulova Corporate Center

75-20 Astoria Boulevard, Suite 160

East Elmhurst, NY 11370

Office: 718 546-0690

Fax: 718 278-6205



Dated _____

RE: "Undue Familiarity and Prevention of Sexual Abuse of Inmates by Staff and Other Inmates", Memorandum number 01/08, effective 2/07/08.

Dear Vendor:

All current Department of Correction contractors are required to acknowledge receipt and full compliance of the Agency's current "Undue Familiarity and Prevention of Sexual Abuse of Inmates by Staff and Other Inmates," which is attached to this memorandum. You have ten (10) days from the date of receipt of this letter to return the signed acknowledgement page in the enclosed self-address envelope. Failure to do so may cause the Agency to commence contract termination procedures.

Please contact me at 718-546-0690 if you have any questions. I may also be reached by email at docacco@doc.nyc.gov. In the interim, I thank you for your full cooperation and compliance.

Yours truly,

Ava B. Rice

I hereby acknowledge receipt of the "Undue Familiarity and Prevention of Sexual Abuse by Staff and other Inmates".

Vendor Name

Vendor Representative's Name (Print)

Vendor Representative's Signature

Date

ATTACHMENT G
SECURITY CLEARANCE REQUEST AND AUTHORIZATION FORM

The City of New York
Department of Correction



Special Operations Division
Rikers Island Security Unit

Form SOD/RISU2

CLEARANCE REQUEST AND AUTHORIZATION FORM

Effective 3/16/98

SECTION #1 - Instructions

Complete all of the required information in Sections #2, #3 and #4. Submission of a clearance request does not necessitate approval. The command receives Notification of denials via fax and/or in writing. Confirmation of approvals shall be telephonically effected as follows:

Wardens/Commanding Officers or Deputy Wardens shall initiate facility clearance requests. All other commands (bureaus, divisions or units) – Senior Staff Members or Commanding Officers or Executive Officers, only. It is the responsibility of each facility/command to ensure that visitors are advised of the security/safety issues of the Riker's Is. Correctional Complex (e.g., speed limit, securing vehicles, display of ID/pass, unauthorized items)

Category	Clearance Location	Telephone #
Vehicle Access/Pass	Construction Control Trailer	(718) 546-1578
Public Transportation	Rikers Is. Main Control Bldg.	(718) 546-1565
Problems/Information	Rikers Is. Clearance Office	(718) 546-1539

SECTION #2 – Command Requests / Escort Information

Date Requested:	Requested By (Print Last and First Name)	Rank/Title:	Shield/ID#	Command	Telephone #:
Uniform Escort Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No	Escort Officer (Print Last and First Name)	Rank:	Shield #:	Command:	Telephone #: (___) ___ - ____
Command Authorization <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Sr. Staff/Comm. Off./Dep. Warden/Exec. Off.:	Rank/Title:	Shield/ID #:	Command:	Telephone #:

SECTION #3 – Clearance / Visit Information - COMPANY NAME:

072201714NSD

Date of Visit:	Visitors' Full Name	Title	Visitors' Full Name	Title	Vi si t i t y	Title
	1.		6.			11.
Estimated Time of Arrival:	2.		7.			12.
	3.		8.			13.
Agency / DOC Affiliation	4.		9.			14.
	5.		10.			15.

Destinations (Check All That Apply):

- | | | | | | |
|-----------------------------------|------------------------------------|---|---|--|--|
| <input type="checkbox"/> ARDC | <input type="checkbox"/> JATC | <input type="checkbox"/> Assets Management/Environmental Health | <input type="checkbox"/> Correction Industries Div./Support Services Unit | <input type="checkbox"/> Riker's Is Main Control Bldg | <input type="checkbox"/> Riker's Is Visitor Control Bldg |
| <input type="checkbox"/> AMKC | <input type="checkbox"/> NIC | <input type="checkbox"/> Bureau Chiefs' Trailer | <input type="checkbox"/> DGS (Dept. of General Sves.) Trailer | <input type="checkbox"/> Transportation Div. | |
| <input type="checkbox"/> CIFM/HHP | <input type="checkbox"/> OBCC/CPSU | <input type="checkbox"/> Chapel | <input type="checkbox"/> Dockhouse/Ferryboats (OBCC Annex) | <input type="checkbox"/> Shore Rd. Trailer (Specify Area/Unit) | |
| <input type="checkbox"/> GMDC | <input type="checkbox"/> RMSC/STEP | <input type="checkbox"/> Chief of Department's Field Office | <input type="checkbox"/> Firehouse/K-9 Unit | <input type="checkbox"/> Special Operations Div. (Specify Area/Unit) | |
| <input type="checkbox"/> GRVC | <input type="checkbox"/> WF/CDU | <input type="checkbox"/> Construction Management Unit | <input type="checkbox"/> Powerhouse | <input type="checkbox"/> Other (Specify Location): | |

Reason For Visit	<input type="checkbox"/> Construction	<input type="checkbox"/> Delivery	<input type="checkbox"/> Repair	<input type="checkbox"/> Volunteer Work	Type of Access/Pass	<input type="checkbox"/> Gate #1 Restricted	<input type="checkbox"/> East/West Parking Field
	<input type="checkbox"/> Clergy	<input type="checkbox"/> Meeting	<input type="checkbox"/> Survey	<input type="checkbox"/> Other (Specify) _____		<input type="checkbox"/> Gate #2 Restricted	<input type="checkbox"/> Gate #1 Unrestricted
							<input type="checkbox"/> Other (Specify) _____

SECTION #4 – Vehicle Information

Check Here if None *In the event the number of vehicles exceeds four (4), attach additional vehicle information on a 600ar.*

Vehicle	Year	Make	Model	Color	License Plate	State	Vehicle Type				
#1							<input type="checkbox"/> Car	<input type="checkbox"/> Van	<input type="checkbox"/> Bus	<input type="checkbox"/> Truck	<input type="checkbox"/> Other
#2							<input type="checkbox"/> Car	<input type="checkbox"/> Van	<input type="checkbox"/> Bus	<input type="checkbox"/> Truck	<input type="checkbox"/> Other
#3							<input type="checkbox"/> Car	<input type="checkbox"/> Van	<input type="checkbox"/> Bus	<input type="checkbox"/> Truck	<input type="checkbox"/> Other
#4							<input type="checkbox"/> Car	<input type="checkbox"/> Van	<input type="checkbox"/> Bus	<input type="checkbox"/> Truck	<input type="checkbox"/> Other

SECTION #5 – FOR SOD USE ONLY:

Date Received: / /	Reviewed By (Clearance Officer)	Rank:	Shield #:	<i>SOD Time Stamp</i>
Time Received: : hr.	Approved By (SOD/RISU Supervisor)	Rank:	Shield #:	
Final Determination <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Type of Access/Pass:	<input type="checkbox"/> Gate #1 Restricted	<input type="checkbox"/> East/West Parking Field	
		<input type="checkbox"/> Gate #2 Restricted	<input type="checkbox"/> Gate #1 Unrestricted	<input type="checkbox"/> Other (Specify) _____

Remarks:

ATTACHMENT H

**SECURITY REQUIREMENTS FOR ALL
WORK PERFORMED ON RIKER'S ISLAND**

SECURITY REQUIREMENTS FOR CONTRACTORS ON RIKERS ISLAND AND BOROUGH FACILITIES

All contractors and their employees including sub-contractors must comply with all security and traffic regulations instituted by the Department of Correction.

For the purpose of these security requirements, sub-contractors and their employees shall be considered employees of the contractor. Contractors are responsible for informing all subcontractors of these requirements. When the term contractor is used herein it shall mean contractor and sub-contractor.

S1: IDENTIFICATION OF EMPLOYEES

1. All contractors and their employees who have authorized business at a DOC facility are required to report for identification and approval at established security control points.
2. Each contractor shall furnish its employees with an identification (ID) card. The ID card shall be standard size (approximately 2 inches by 3 inches), laminated and furnished with either a clip or light chain so that it may be secured to the person wearing it. The ID cards shall be sequentially numbered and contain the following:
 - The company name;
 - A recognizable photo of the employee;
 - The employee's printed name and signature; and
 - Expiration date.
3. These ID cards are typically exchanged at a facility for an institutional pass when the employee enters the facility. ID cards/institutional passes must be prominently displayed and secured while the wearer is at a DOC facility. Additionally, identification must be produced upon demand of Department of Correction personnel assigned to various checkpoints, as well as security patrols.
4. The loss of any ID card or institutional pass must be reported immediately to the nearest officer on duty. The officer shall then promptly notify his/her supervisor who shall then take appropriate action.

S2: DELIVERING MATERIAL AND EQUIPMENT TO JOB SITES

1. Contractors must obtain clearance for all deliveries to and removals from Department facilities of material and equipment. All employees reporting for business (non-delivery staff) shall arrive at the main entrance of the respective facility and abide by that facility's security procedures.
2. All vehicles and material contained therein are subject to random searches and inspections. Searches may involve the use of the Canine Unit.

S3: CONTRACTOR'S VEHICLES

1. Drivers of contractor vehicles intending to drive to Rikers Island are directed to report to the security control point on the date and time of the scheduled delivery. The driver will be required to produce the following current and valid documents to the officer:
 - i. A drivers license;
 - ii. The vehicle's registration; and
 - iii. Vehicle Insurance Card.

Additionally, all occupants of the vehicle will be required to produce their employee ID cards and some form of government issued identification with photo (i.e., Driver's license) to the officer.

Upon producing the above noted documents to the officer's satisfaction, the officer will issue the driver a vehicle access pass and allow the driver and the occupants of the vehicle access to Rikers Island.

Note: Access to Rikers Island and/or any Department of Correction facility shall be limited to employees of the contractors (as described herein). Employees shall remain on Rikers Island and/or in the facility for only the time needed to carry out their business.

2. The vehicle access pass must be prominently displayed in the windshield inside the vehicle at all times.
3. Vehicles must be secured when not occupied. The vehicle must be turned off and the ignition key must be removed. Additionally, all windows must be closed and doors and trunks locked.
4. Vehicles are not permitted to be left at DOC facilities or on DOC Property at the conclusion of each workday.
5. Vehicle access passes and any issued DOC identification cards/tags must be turned in upon leaving Rikers Island.
6. All vehicles are subject to a search at any time while on Rikers Island or on the grounds of any DOC facility and also will be searched prior to departing Rikers Island and borough facilities. Searches will include a visual inspection of the vehicle's trunk, passenger and/or cargo compartment and the undercarriage. Additionally, all vehicle occupants will be required to produce their identification cards prior to departing Rikers Island or any DOC facility.

S4: TRAFFIC REGULATIONS

1. Drivers shall obey all posted traffic regulations and speed restrictions.
2. Passing vehicles on the Rikers Island Bridge is strictly prohibited.

3. Drivers and the occupants of their vehicles must produce their identification at all checkpoints.
4. Drivers must yield to all emergency vehicles.
5. The maximum weight limit on Rikers Island Bridge is 36 Tons.

S5: SECURITY PROCEDURES AND ISSUES

1. Contractors and their employees must remain within the physical limits of their work area. Contractors are forbidden to move into any other area on the Island. There is no walking permitted on Rikers Island outside of the respective work site or delivery destination.
2. Contractors, subcontractors, and their employees are forbidden to take or bring in to a DOC facility, any articles for an inmate.
3. Contractors and their employees shall not contact, or communicate with or give anything to inmates.
4. Contractors and their employees shall not possess on their person any contraband as described in paragraph #7 of this section.
5. The personal vehicles of the contractor's employees are not permitted on Rikers Island or at Borough facility loading docks. No personal vehicles will be permitted to enter a DOC facility.
- 6.a. Food or lunch packages of the contractor's employees are subject to inspection by Department of Correction custodial personnel.
 - b. No food services are available to contractor's employees at DOC facilities.
- 7.a. Arrest and prosecution will follow violations of Sections 205.00, 205.20 and 205.25 of the New York State Penal Law, which are summarized as follows:

SECTION 205.00.3 Contraband means any article or thing which a person confined in a detention facility is prohibited from obtaining or possessing by statute, rule, regulation or order.

SECTION 205.00.4 Dangerous contraband means contraband which is capable of such use as may endanger the safety or security of a detention facility or any person therein.

SECTION 205.20 A person is guilty of promoting prison contraband in the second degree when:

1. He knowingly and unlawfully introduces any contraband into a detention facility.

SECTION 205.25 A person is guilty of promoting prison contraband in the first degree when:

1. He knowingly and unlawfully introduces any dangerous contraband into a detention facility.
- b. Contraband is described as any article, the presence of which, within the prison may jeopardize safety, security and good order, or impair the moral and physical welfare of prisoners or employees, or which is prohibited by Rules and Regulations of any institution.
- c. Items that are considered contraband include but are not limited to: unauthorized clothing, unattended tools, loose or unattended vehicle keys, knives, and items to be considered as such, prescription and over the counter medicines, spices, alcoholic beverages, money in the possession of inmates, tobacco and tobacco related products (see Section S7), unauthorized written communications to and from inmates that were not processed through the institutional mail rooms, unauthorized packages and carrying cases, as well as unsafe conditions of articles which in the opinion of the Warden would affect the security of the institution.
8. The introduction of electronic/recording devices into any facility without the approval of the Commanding Officer of that facility is strictly prohibited. Electronic/recording devices are defined as any type of instrument, which is designed to transmit and/or receive telephonic, electronic, digital, cellular or radio communication as well as any type of instrument designed to have sound and/or image recording or capturing capabilities. Examples of electronic/recording devices include but are not limited to: cellular or digital phones, any type of pager, two-way radio, text messaging or modem devices, cameras (digital or film), video recorders and tape or digital recording devices.
9. Any violation of the policies and procedures described herein or of any law, Departmental rule and regulation or institutional policy or procedure may result in criminal prosecution (when applicable) and/or the violating individual being banned from future access to Rikers Island or any Departmental facility.

S6: CONDUCT OF CONTRACTORS AND THEIR EMPLOYEES

1. The New York City Department of Correction has a zero tolerance policy with regard to sexual abuse and sexual threats directed at inmates in its custody. **No one** is allowed to have sexual contact with any person who is incarcerated. Other inmates and staff are prohibited from asking, demanding, forcing or participating in a sexual act with an inmate. This applies to EVERYONE including contractors, vendors, volunteers and employees of other agencies who work in the jails

2. Rikers Island and all Department of Correction facilities are secure facilities. Any person working within secure areas shall exercise extreme caution at all times. Each contractor and its employees must comply with the following security regulations of the Department of Correction:
 - a. Personal identification must be produced on demand by the Department of Correction personnel assigned to checkpoints and security patrols.
 - b. Employees must remain in the area of their work assignment.
 - c. Employees shall not bring any article, letters, notes or messages on the premises for the purpose of giving them to an inmate.
 - d. Employees shall not take any article, letters, notes or messages from an inmate to any other person including another inmate.
 - e. Employees shall not bring alcoholic beverages (beer, wine or liquor) on the premises at any time. Nor shall employees bring drugs or medicines except those required to stock the first aid cabinets in the contractor's field offices.
 - f. Contractors and their employees are prohibited from burning and/or dumping any refuse, debris or rubble on Department property.
 - g. When one person engages in conduct, which constitutes a criminal offense, another person is criminally liable for such conduct when, acting with the culpability required for the commission thereof, he or she solicits requests, commands, importunes, or intentionally aids such person to engage in such conduct.

S7: SMOKING PROHIBITION

1. The Department of Correction maintains a smoke-free environment in accordance with Local Law 47 of 2002, the Smoke Free Air Act which prohibits smoking in public places and workplaces. The following restrictions and procedures apply to all contractors and their employees.
 - a. The use of tobacco related products within any Department facility, office, and vehicle is prohibited;
 - b. This prohibition applies to all persons, including staff, inmates, and visitors;
 - c. In addition to the smoking restrictions, contractors and their employees are prohibited from introducing any type of tobacco products and lighting agents into any department premises that houses or detains inmates, or utilize inmate work details, including the entire area of Rikers Island.

For the purpose of this document, tobacco products include but are not limited to cigarettes, cigars, pipes, loose tobacco and rolling paper. Lighting agents include cigarette lighters and matches.

2. a. Inmates are prohibited from smoking and possessing any form of tobacco products including but not limited to cigarettes, lighting agents, cigars, pipes, loose tobacco and rolling paper.
- b. Any contractor or employee providing an inmate tobacco related products shall be deemed as promoting prison contraband and shall be subject to arrest.

Joseph Ponte, Commissioner

Ava B. Rice, Assistant Commissioner

Contracts and Procurement

Agency Chief Contracting Officer

Bulova Corporate Center

75-20 Astoria Boulevard, Suite 160

East Elmhurst, NY 11370

Office: 718 546-0690

Fax: 718 278-6205



Dated _____

RE: Security Requirements

Dear Vendor:

All current Department of Correction contractors are required to acknowledge receipt and full compliance of the Agency's current "Security Requirements," which is attached to this memorandum. You have ten (10) days from the date of receipt of this letter to return the signed acknowledgement page in the enclosed self-address envelope. Failure to do so may cause the Agency to commence contract termination procedures.

Please contact me at 718-546-0690 if you have any questions. I may also be reached by email at docacco@doc.nyc.gov. In the interim, I thank you for your full cooperation and compliance.

Yours truly,

Ava B. Rice

I hereby acknowledge receipt of the "Security Requirements".

Vendor Name

Vendor Representative's Name (Print)

Vendor Representative's Signature

Date

ATTACHMENT I
PREVAILING WAGE SCHEDULE

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE**

LABOR LAW §220 PREVAILING WAGE SCHEDULE

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 §220 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 contracts.

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 works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works 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 works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on public works 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 1122, 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 www.comptroller.nyc.gov. 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 www.comptroller.nyc.gov.

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
§220 PREVAILING WAGE SCHEDULE

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. 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 employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts 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 <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; 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 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 benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

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

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$36.00**

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

(Local #78 and Local #12A)

BLASTER

Blaster

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$44.93**

Supplemental Benefit Rate per Hour: **\$46.24**

Blaster (Hydraulic)

Effective Period: 7/1/2016 - 6/30/2017

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$45.78**
Supplemental Benefit Rate per Hour: **\$46.24**

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$40.12**
Supplemental Benefit Rate per Hour: **\$46.24**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$39.31**
Supplemental Benefit Rate per Hour: **\$46.24**

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$38.23**
Supplemental Benefit Rate per Hour: **\$46.24**

Blaster - Powder Carriers

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$34.20**
Supplemental Benefit Rate per Hour: **\$46.24**

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$32.88**
Supplemental Benefit Rate per Hour: **\$46.24**

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$32.10**
Supplemental Benefit Rate per Hour: **\$46.24**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$17.80**
Supplemental Benefit Rate per Hour: **\$46.24**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first two hours of overtime Monday through Friday, the first ten hours, the first ten hours of work on Saturday and for Make-up Time. Double time for all hours over ten Monday through Saturday (except make-up hours) and for all hours worked on Sunday and Holidays.

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

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) 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 (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2016 - 12/31/2016

Wage Rate per Hour: **\$53.36**

Supplemental Benefit Rate per Hour: **\$42.33**

Supplemental Note: For time and one half overtime - \$62.88 For double overtime - \$83.42

Effective Period: 1/1/2017 - 6/30/2017

Wage Rate per Hour: **\$55.23**

Supplemental Benefit Rate per Hour: **\$42.96**

Supplemental Note: For time and one half overtime - \$63.82 For double overtime - \$84.68

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$52.59

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$30.00**

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

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$52.50**

Supplemental Benefit Rate per Hour: **\$46.28**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 - HEAVY CONSTRUCTION WORK **(Construction of Engineering Structures and Building Foundations)**

Heavy Construction Work

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$51.63**

Supplemental Benefit Rate per Hour: **\$48.65**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$44.80**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$23.00**

Supplemental Note: \$25.75 on Saturdays; \$28.50 on Sundays & Holidays

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$16.00**

Supplemental Note: \$17.25 on Saturdays; \$18.50 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$40.72**

Supplemental Benefit Rate per Hour: **\$38.96**

Supplemental Note: For time and one half overtime - \$48.21; For double overtime - \$57.46

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$37.82**

Supplemental Benefit Rate per Hour: **\$24.00**

Core Driller Helper

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$30.17**

Supplemental Benefit Rate per Hour: **\$24.00**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$27.15**

Supplemental Benefit Rate per Hour: **\$24.00**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$24.14**

Supplemental Benefit Rate per Hour: **\$24.00**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$21.12**

Supplemental Benefit Rate per Hour: **\$24.00**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$45.48**

Supplemental Benefit Rate per Hour: **\$50.00**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$51.42 - For work performed in Staten Island.

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)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$65.38**

Supplemental Benefit Rate per Hour: **\$48.65**

Diver Tender (Marine)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$46.44**

Supplemental Benefit Rate per Hour: **\$48.65**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$51.63**

Supplemental Benefit Rate per Hour: **\$48.65**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$40.15**

Supplemental Benefit Rate per Hour: **\$43.39**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.44; at double time rate - \$24.58

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Driver - Tractor Trailer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$41.46**

Supplemental Benefit Rate per Hour: **\$43.65**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$16.65; at double time rate - \$22.20

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$42.03**

Supplemental Benefit Rate per Hour: **\$43.65**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$16.65; at double time rate - \$22.20

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 hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$36.30**

Supplemental Benefit Rate per Hour: **\$40.02**

Supplemental Note: Over 40 hours worked: time and one half rate \$13.90, double time rate \$18.53

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

President's Day

Columbus Day

Veteran's Day

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid 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 all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2016 - 5/10/2017

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

Supplemental Benefit Rate per Hour: **\$51.86**

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$54.35**

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: **\$81.00**

Supplemental Benefit Rate per Hour: **\$55.24**

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: **\$84.00**

Supplemental Benefit Rate per Hour: **\$57.86**

Electrician "A" (Day Shift)

Effective Period: 7/1/2016 - 5/10/2017

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

Supplemental Benefit Rate per Hour: **\$51.86**

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$54.35**

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: **\$81.00**

Supplemental Benefit Rate per Hour: **\$55.24**

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: **\$84.00**

Supplemental Benefit Rate per Hour: **\$57.86**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2016 - 5/10/2017

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$63.36**
Supplemental Benefit Rate per Hour: **\$59.01**

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: **\$65.71**
Supplemental Benefit Rate per Hour: **\$61.94**

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: **\$95.04**
Supplemental Benefit Rate per Hour: **\$62.98**

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: **\$98.57**
Supplemental Benefit Rate per Hour: **\$66.05**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: **\$70.97**
Supplemental Benefit Rate per Hour: **\$65.05**

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: **\$73.60**
Supplemental Benefit Rate per Hour: **\$68.33**

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2016 - 5/10/2017
Wage Rate per Hour: **\$106.46**
Supplemental Benefit Rate per Hour: **\$69.50**

Effective Period: 5/11/2017 - 6/30/2017
Wage Rate per Hour: **\$110.40**
Supplemental Benefit Rate per Hour: **\$72.95**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
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 \$25.14 and effective 5/11/17 \$25.67.

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: 7/1/2016 - 5/10/2017

Wage Rate per Hour: **\$28.00**

Supplemental Benefit Rate per Hour: **\$21.85**

First and Second Year "M" Wage Rate Per Hour: **\$23.50**

First and Second Year "M" Supplemental Rate: **\$19.54**

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: **\$28.50**

Supplemental Benefit Rate per Hour: **\$22.10**

First and Second Year "M" Wage Rate Per Hour: **\$24.00**

First and Second Year "M" Supplemental Rate: **\$19.80**

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: 7/1/2016 - 5/10/2017

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$23.60**

First and Second Year "M" Wage Rate Per Hour: **\$35.25**

First and Second Year "M" Supplemental Rate: **\$21.01**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: **\$42.75**

Supplemental Benefit Rate per Hour: **\$23.89**

First and Second Year "M" Wage Rate Per Hour: **\$36.00**

First and Second Year "M" Supplemental Rate: **\$21.30**

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

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: 7/1/2016 - 3/9/2017

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$15.47**

Supplemental Note: **\$13.97** only after 8 hours worked in a day

Effective Period: 3/10/2017 - 6/30/2017

Wage Rate per Hour: **\$32.40**

Supplemental Benefit Rate per Hour: **\$16.10**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: \$14.60 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
- 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: 7/1/2016 - 5/17/2017

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

Supplemental Benefit Rate per Hour: **\$53.69**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 5/18/2017 - 6/30/2017

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$56.26**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2016 - 5/17/2017

Wage Rate per Hour: **\$40.93**

Supplemental Benefit Rate per Hour: **\$40.12**

Effective Period: 5/18/2017 - 6/30/2017

Wage Rate per Hour: **\$41.54**

Supplemental Benefit Rate per Hour: **\$41.02**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2016 - 5/17/2017

Wage Rate per Hour: **\$35.05**

Supplemental Benefit Rate per Hour: **\$36.11**

Effective Period: 5/18/2017 - 6/30/2017

Wage Rate per Hour: **\$35.58**

Supplemental Benefit Rate per Hour: **\$36.89**

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

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(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate per Hour: **\$60.96**

Supplemental Benefit Rate per Hour: **\$32.65**

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate per Hour: **\$62.64**

Supplemental Benefit Rate per Hour: **\$34.25**

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

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: 7/1/2016 - 3/16/2017

Wage Rate per Hour: **\$47.91**

Supplemental Benefit Rate per Hour: **\$32.51**

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate per Hour: **\$49.14**

Supplemental Benefit Rate per Hour: **\$34.11**

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

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$65.94**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Shift Wage Rate: **\$105.50**

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.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$63.98**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Shift Wage Rate: **\$102.37**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$60.69**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Shift Wage Rate: **\$97.10**

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

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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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$63.68**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Shift Wage Rate: **\$101.89**

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$83.66**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Shift Wage Rate: **\$133.86**

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$42.01**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Shift Wage Rate: **\$67.22**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$43.11**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Shift Wage Rate: **\$68.98**

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2016 - 6/30/2017

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Wage Rate per Hour: **\$57.42**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime
Shift Wage Rate: **\$91.87**

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Guniting Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$39.70**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime
Shift Wage Rate: **\$63.52**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$61.13**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime
Shift Wage Rate: **\$97.81**

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$57.21**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime
Shift Wage Rate: **\$91.54**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$43.54**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime
Shift Wage Rate: **\$69.66**

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

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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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$58.30**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$45.28**
Supplemental Benefit Rate per Hour: **\$35.41**
Supplemental Note: \$63.67 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

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Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$55.42**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Guniting Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$41.16**

Supplemental Benefit Rate per Hour: **\$35.41**

Supplemental Note: \$63.67 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

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Party Chief

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$38.18**

Supplemental Benefit Rate per Hour: **\$20.15**

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 per hour (double time).

Instrument Person

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$31.47**

Supplemental Benefit Rate per Hour: **\$20.15**

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 per hour (double time).

Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$27.24**

Supplemental Benefit Rate per Hour: **\$20.15**

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 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.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Field Engineer - BC Party Chief

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$60.10**

Supplemental Benefit Rate per Hour: **\$32.15**

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$46.69**

Supplemental Benefit Rate per Hour: **\$32.15**

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$30.20**

Supplemental Benefit Rate per Hour: **\$32.15**

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 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.)

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Field Engineer - HC Party Chief

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$68.09**

Supplemental Benefit Rate per Hour: **\$33.54**

Supplemental Note: Overtime benefit rate - \$46.86 per hour (time & one half), \$60.18 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$49.98**

Supplemental Benefit Rate per Hour: **\$33.54**

Supplemental Note: Overtime benefit rate - \$46.86 per hour (time & one half), \$60.18 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$41.93**

Supplemental Benefit Rate per Hour: **\$33.54**

Supplemental Note: Overtime benefit rate - \$46.86 per hour (time & one half), \$60.18 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

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Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$63.64**

Supplemental Benefit Rate per Hour: **\$33.04**

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$49.59**

Supplemental Benefit Rate per Hour: **\$33.04**

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$33.20**

Supplemental Benefit Rate per Hour: **\$33.04**

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 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

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Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$73.90**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$118.24**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$76.51**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$122.42**

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$78.96**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$126.34**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$77.07**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$123.31**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$75.55**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$120.88**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$71.78**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$114.85**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$57.96**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$92.74**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$44.98**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$56.70**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$68.25**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$109.20**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$62.73**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$100.37**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$48.73**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$77.97**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$72.53**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$116.05**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$70.24**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$112.38**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$67.16**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: **\$107.46**

Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$45.27**

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Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$72.43**

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$64.13**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$102.61**

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$64.63**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$103.41**

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$92.76**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$148.42**

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$71.78**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$114.85**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2016 - 6/30/2017

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Wage Rate per Hour: **\$69.91**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$111.86**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$59.14**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
Shift Wage Rate: **\$94.62**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$76.73**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$45.62**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$61.31**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$79.54**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Wage Rate: **\$127.26**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$76.43**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: **\$56.50** overtime hours

Shift Wage Rate: **\$122.29**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$45.34**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: **\$56.50** overtime hours

Shift Wage Rate: **\$72.54**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$43.17**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: **\$56.50** overtime hours

Shift Wage Rate: **\$69.07**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$63.12**

Supplemental Benefit Rate per Hour: **\$31.10**

Supplemental Note: **\$56.50** overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$47.26**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$71.85**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$76.12**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$70.13**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$69.39**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$55.17**
Supplemental Benefit Rate per Hour: **\$31.10**
Supplemental Note: \$56.50 overtime hours
For New House Car projects Wage Rate per Hour \$44.02

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

Floor Coverer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$45.88**

Overtime

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
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 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER (New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$44.45**

Supplemental Benefit Rate per Hour: **\$37.84**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$46.84**

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 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 \$127,628. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$23.78**

Supplemental Benefit Rate per Hour: **\$20.14**

Overtime

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

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
President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$57.78**

Supplemental Benefit Rate per Hour: **\$38.96**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$36.33**

Supplemental Benefit Rate per Hour: **\$27.77**

House Wrecker - Tier B

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$25.56**

Supplemental Benefit Rate per Hour: **\$20.45**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$43.75**

Supplemental Benefit Rate per Hour: **\$49.57**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$49.50**

Supplemental Benefit Rate per Hour: **\$69.74**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$41.00**

Supplemental Benefit Rate per Hour: **\$38.63**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Labor Day

Thanksgiving Day

Shift Rates

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

(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 (Above 6 years experience)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$27.00**
Supplemental Benefit Rate per Hour: **\$14.55**

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$26.00**
Supplemental Benefit Rate per Hour: **\$14.55**

Landscaper (up to 3 years experience)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$23.50**
Supplemental Benefit Rate per Hour: **\$14.55**

Groundperson

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$23.50**
Supplemental Benefit Rate per Hour: **\$14.55**

Tree Remover / Pruner

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$32.00**
Supplemental Benefit Rate per Hour: **\$14.55**

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$22.00**
Supplemental Benefit Rate per Hour: **\$14.55**

Watering - Plant Maintainer

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$17.00**
Supplemental Benefit Rate per Hour: **\$14.55**

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Paid Holidays

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

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2016 - 12/31/2016
Wage Rate per Hour: **\$52.32**
Supplemental Benefit Rate per Hour: **\$37.64**

Effective Period: 1/1/2017 - 6/30/2017
Wage Rate per Hour: **\$52.74**
Supplemental Benefit Rate per Hour: **\$38.67**

Marble Finisher

Effective Period: 7/1/2016 - 12/31/2016
Wage Rate per Hour: **\$41.11**
Supplemental Benefit Rate per Hour: **\$35.91**

Effective Period: 1/1/2017 - 6/30/2017
Wage Rate per Hour: **\$41.46**
Supplemental Benefit Rate per Hour: **\$36.64**

Marble Polisher

Effective Period: 7/1/2016 - 12/31/2016
Wage Rate per Hour: **\$37.49**
Supplemental Benefit Rate per Hour: **\$27.80**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 1/1/2017 - 6/30/2017

Wage Rate per Hour: **\$37.93**

Supplemental Benefit Rate per Hour: **\$28.33**

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$37.55**

Supplemental Benefit Rate per Hour: **\$29.04**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Overtime Holidays

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

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

Paid Holidays

None

Shift Rates

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.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$36.19**

Supplemental Benefit Rate per Hour: **\$22.95**

Mason Tender Tier B

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$25.38**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$17.27**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$44.53**

Supplemental Benefit Rate per Hour: **\$42.67**

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2016 - 6/30/2017

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

Supplemental Benefit Rate per Hour: **\$52.41**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$46.52**

Supplemental Benefit Rate per Hour: **\$39.84**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$50.86 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$44.91**

Supplemental Benefit Rate per Hour: **\$39.83**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$50.85 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$44.91**

Supplemental Benefit Rate per Hour: **\$39.83**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$50.85 per hour.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$26.62**

Supplemental Note: \$31.25 on overtime

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: **\$44.10**

Supplemental Benefit Rate per Hour: **\$27.02**

Supplemental Note: \$ 31.65 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: **\$45.50**

Supplemental Benefit Rate per Hour: **\$26.62**

Supplemental Note: \$ 31.25 on overtime

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: **\$47.10**

Supplemental Benefit Rate per Hour: **\$27.02**

Supplemental Note: \$ 31.65 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(District Council of Painters #9)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$28.88**

Supplemental Benefit Rate per Hour: **\$6.96**

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$29.83**

Supplemental Benefit Rate per Hour: **\$6.96**

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$32.38**

Supplemental Benefit Rate per Hour: **\$6.96**

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$12.32**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$12.32**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

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 the following holiday(s).

Paid Holidays

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

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. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$49.00**

Supplemental Benefit Rate per Hour: **\$36.08**

Painter - Power Tool

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$55.00**

Supplemental Benefit Rate per Hour: **\$36.08**

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$43.58**

Supplemental Benefit Rate per Hour: **\$30.73**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays
None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$45.35**

Supplemental Benefit Rate per Hour: **\$38.95**

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 before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$41.48**

Supplemental Benefit Rate per Hour: **\$38.95**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$45.95**

Supplemental Benefit Rate per Hour: **\$38.95**

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$45.35**

Supplemental Benefit Rate per Hour: **\$38.95**

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: 7/1/2016 - 6/30/2017

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$42.06**

Supplemental Benefit Rate per Hour: **\$38.95**

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

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

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$43.93**

Supplemental Benefit Rate per Hour: **\$28.10**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Overtime Holidays

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

New Year's Day
Martin Luther King Jr. 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

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$37.55**

Supplemental Benefit Rate per Hour: **\$29.04**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$65.67**

Supplemental Benefit Rate per Hour: **\$29.28**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$58.28**

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$52.56**

Supplemental Benefit Rate per Hour: **\$23.40**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$39.42**

Supplemental Benefit Rate per Hour: **\$14.19**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$45.47**

Supplemental Benefit Rate per Hour: **\$21.26**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.

50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$63.52**

Supplemental Benefit Rate per Hour: **\$22.91**

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER**
(Exterior Building Renovation)

Journey person

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$50.04**

Supplemental Benefit Rate per Hour: **\$26.15**

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

Roofer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$40.70**

Supplemental Benefit Rate per Hour: **\$30.17**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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
Presidential Election 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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$47.70**

Supplemental Benefit Rate per Hour: **\$46.45**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$38.16**

Supplemental Benefit Rate per Hour: **\$46.45**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

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
§220 PREVAILING WAGE SCHEDULE

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

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$43.25**

Supplemental Benefit Rate per Hour: **\$24.41**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$28.33**

Supplemental Benefit Rate per Hour: **\$3.04**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$22.18**

Supplemental Benefit Rate per Hour: **\$2.80**

Shipyard Laborer - First Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$20.45**

Supplemental Benefit Rate per Hour: **\$2.74**

Shipyard Laborer - Second Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$14.36**

Supplemental Benefit Rate per Hour: **\$2.50**

Shipyard Dockhand - First Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$22.70**

Supplemental Benefit Rate per Hour: **\$2.82**

Shipyard Dockhand - Second Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$16.01**

Supplemental Benefit Rate per Hour: **\$2.57**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$46.85**

Supplemental Benefit Rate per Hour: **\$48.57**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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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
Washington's Birthday
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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$55.50**
Supplemental Benefit Rate per Hour: **\$54.29**
Supplemental Note: Overtime supplemental benefit rate: \$107.84

Steamfitter -Temporary Services

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: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$42.18**
Supplemental Benefit Rate per Hour: **\$44.08**

Overtime

Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$55.50**

Supplemental Benefit Rate per Hour: **\$54.29**

Supplemental Note: Overtime supplemental benefit rate: **\$107.84**

Steamfitter -Temporary Services

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$42.18**

Supplemental Benefit Rate per Hour: **\$44.08**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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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 thirty percent premium together with fringe 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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$39.50**

Supplemental Benefit Rate per Hour: **\$15.06**

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$32.46**

Supplemental Benefit Rate per Hour: **\$13.53**

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2016 - 6/30/2017

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Wage Rate per Hour: **\$26.89**

Supplemental Benefit Rate per Hour: **\$12.26**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$23.08**

Supplemental Benefit Rate per Hour: **\$11.31**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$19.14**

Supplemental Benefit Rate per Hour: **\$10.43**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$14.00**

Supplemental Benefit Rate per Hour: **\$9.46**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

Paid Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 - Setters

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$51.08**

Supplemental Benefit Rate per Hour: **\$38.10**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

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

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2016 - 12/27/2016

Wage Rate per Hour: **\$47.32**

Supplemental Benefit Rate per Hour: **\$22.68**

Effective Period: 12/28/2016 - 6/30/2017

Wage Rate per Hour: **\$47.82**

Supplemental Benefit Rate per Hour: **\$22.68**

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.

Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER (Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$40.35**

Supplemental Benefit Rate per Hour: **\$13.19**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

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

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.

After 12 months but less than 7 years.....two weeks.

After 7 or more but less than 15 years.....three weeks.

After 15 years or more but less than 25 years.....four weeks.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$40.69**

Supplemental Benefit Rate per Hour: **\$30.58**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$52.68**

Supplemental Benefit Rate per Hour: **\$34.48**

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$46.99**

Supplemental Benefit Rate per Hour: **\$48.26**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$60.97**

Supplemental Benefit Rate per Hour: **\$50.72**

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$58.86**

Supplemental Benefit Rate per Hour: **\$49.03**

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: **\$57.78**

Supplemental Benefit Rate per Hour: **\$48.16**

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$56.74**
Supplemental Benefit Rate per Hour: **\$47.25**

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$56.74**
Supplemental Benefit Rate per Hour: **\$47.25**

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$49.69**
Supplemental Benefit Rate per Hour: **\$44.69**

Blasters (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$58.19**
Supplemental Benefit Rate per Hour: **\$48.68**

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$55.69**
Supplemental Benefit Rate per Hour: **\$46.61**

All Others (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$51.45**
Supplemental Benefit Rate per Hour: **\$43.13**

Microtunneling (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: **\$44.55**
Supplemental Benefit Rate per Hour: **\$37.29**

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

WELDER

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

ATTACHMENT J
PAID SICK LEAVE

PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

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

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. 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.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, 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.

The PSLL is summarized below for the convenience of Contractor. 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 Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

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 PSLL (“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

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

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 forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSSL may use sick time for any of the following:

- 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;
- 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;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

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 PSSL. 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 PSSL must be treated by the employer as confidential.

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.

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.

Exemptions and Exceptions

Notwithstanding the above, the PSSL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSSL are expressly waived in such collective bargaining agreement;
- 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 PSSL for such employee;
- 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;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- 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
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

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.

Notice of Rights

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>.

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

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.

Enforcement and Penalties

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.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSSL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

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.

ATTACHMENT K

HIRE NYC

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>). 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.

Contract No.

**THE CITY OF NEW YORK
DEPARTMENT OF CORRECTION**

PIN 072201714NSD

EPIN 07217B0001

Contract For Furnishing All Labor And Material
Necessary And Required For:

GYUa `Ygg'9dcl mi `ccfg`UbXK U``7cUhb[`Cng`Ya g F Yei]fYa Ybh7cbhfUM

