59-17 Junction Boulevard
Flushing, New York 11373

Lisa F. Garcia
Commissioner

Joseph Vaicels
Assistant Commissioner
Agency Chief Contracting Officer

SUPPLY AND SERVICE CONTRACT

INVITATION FOR BID

For furnishing all labor and materials necessary and required for:

CONTRACT: Contract # MFP-2025

DESCRIPTION: PREVENTIVE MAINTENANCE, INSPECTION, TESTING, AND REPAIR OF FIRE PROTECTION SYSTEMS AND FIRE ALARM SYSTEMS AT VARIOUS DEPARTMENT OF ENVIRONMENTAL PROTECTION FACILITIES

NYC DEP Bid Administrator
59-17 Junction Boulevard, 17th Floor
Flushing, New York 11373

Log No.:

NYC DEP SUPPLY AND SERVICE CONTRACT
INVITATION FOR BIDS ("IFB") CONTENTS LIST

Part A: Information for Bidders

1. Special Notices (*included in IFB if applicable to the bid*)
2. DEP Standard Information for Bidders
3. "Schedule A" (*significant contract-specific information, including bonding and insurance requirements*)

Part B: Bid Submission Materials (*documents that the bidder must submit with the bid when applicable, or the bid will be rejected as non-responsive*)

Information is in PASSPort.

Part C: Scope of Work to be Performed Under the Contract

1. Detailed Specifications (*including any attachments*)
2. Prevailing Wage Requirements (*if applicable*)

Part D: Terms of Agreement

1. DEP Standard Supply and Service Contract
2. Project Labor Agreement (*if applicable*)

Part E: Documents to be Submitted by the Apparent Successful Bidder Upon Notification from DEP

1. Supply and Services Contractor's Employment Report Form and Less Than 50 Employees Certificate Form
2. Electronic Funds Transfer ("EFT") Enrollment Form and Instructions
3. Insurance Broker's Certification Form
4. Payment Bond Form (*if applicable*)
5. Performance Bond Form (*if applicable*)
6. EHS Performance and Program Review Questionnaire

Part F: Other Attachments

1. Subcontractor Approval Form
2. Temporary Access Form
3. Security Clearance Release Form

ELECTRONIC BIDDING NOTICE

To: Plan holders for Contract: _____

From: Joseph Vaicels, Assistant Commissioner and Agency Chief Contracting Officer

Subject: **Notice to Bidders: Pre-Bid Conference**
Bid Response Date/Bid Opening Information

A Pre-Bid Conference will take place on _____ **at 10:00AM**.

All Bidders are invited to attend the Pre-Bid Conference via Microsoft Teams.

Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 210 940 420 44
Passcode: gohcUV
Download Teams | Join on the web
Or call in (audio only)
+1 347-921-5612,,774908269#

ELECTRONIC BIDDING (E-BIDDING) :

PAPER BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL BE DEEMED NON-RESPONSIVE.

FOR THE BID TO BE CONSIDERED RESPONSIVE, BEFORE 10AM ON RESPONSE DUE DATE, BIDDERS MUST SUBMIT THEIR BIDS ELECTRONICALLY AND PROVIDE BID SECURITY.

Bidders must complete the following steps in the Procurement and Sourcing Solutions Portal (PASSPort) to submit their bids:

1. Complete electronic bid submission in PASSPort by completing all required fields; and

2. Submit bid security (if required):
   a. If the bid security is in a form of a bid bond, bidders must include their bid bond with their electronic bid submission in PASSPort.
   b. If the bid security is in a form of a certified check, bidders must ensure submission of the certified check by either:

In Person Delivery: Bidders must contact fheras@dep.nyc.gov to arrange for in-person delivery to:

NYC Dept. of Environmental Protection at:
59-17 Junction Blvd.
Flushing NY 11373

ELECTRONIC BIDDING NOTICE

OR

Other Delivery Services: Bidders may use of any type of mail delivery service, including but not limited to, overnight delivery to the below address. Envelope must clearly state the following:

NYC Dept. of Environmental Protection
59-17 Junction Blvd., 3rd Floor Mail Room,
Flushing NY 11373.
Attention: ACCO Office
Contract#_____
Bid Response Date:_____
Contact Person:_____

Bidders are responsible for ensuring that their certified check is received by Agency Chief Contracting Office ("ACCO") before 10:00AM on the Bid Date.

Bid Opening Information: Bidders are welcome to attend the bid opening by way of Microsoft Teams at **2:00PM EST** on_____. To accommodate the entire bidding community, please limit to one Microsoft Teams entry per company. Should anyone require access to a computer terminal to view the bid opening, please contact fheras@dep.nyc.gov at least 1 week prior to the bid opening.

Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 267 063 669 313
Passcode: EnZXTm
Download Teams | Join on the web
Or call in (audio only)
+1 347-921-5612,,81936356#

On the date of the bid opening, ACCO Personnel will open the Microsoft TEAMS portal at 1:45pm, to give bidders an opportunity to test their ability to log on. All bidders are strongly advised to log on to the Microsoft TEAMS portal before 2:00pm to avoid disrupting the bidding process (i.e.: the reading of the bids). The bid opening will be recorded. ACCO personnel will conduct the bid opening at 59-17 Junction Blvd, Flushing, NY 11373 and will announce each submitted bid. The apparent Low Bidder will be announced, and all bids will be posted online as soon as practicable at: https://www1.nyc.gov/site/dep/about/bid-results.page

All questions must be submitted in the "**Discussion with Buyer**" forum in **PASSPort**.

PART A

Information is in Passport

NOTICE TO NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION CONTRACTORS

Please be advised that all notices required to be submitted to the New York City Department of Environmental Protection ("DEP") Commissioner, such as delay and dispute notices, must now instead be submitted electronically to the following email address: commcontractnotices@dep.nyc.gov.[1] Upon receipt, DEP will send an acknowledgement via email. The DEP Commissioner will no longer accept physical copies of said notices.

If a contractor is unable to comply with this notice, please contact commcontractnotices@dep.nyc.gov immediately to make alternative arrangements.

Please note the above email address may only accept messages that are ten megabytes or smaller. If your submission is larger than that, please contact commcontractnotices@dep.nyc.gov to request a link that will allow you to upload the documents.

Thank you for your anticipated cooperation.

[1]Please be advised that this notice only applies to documents that must be submitted to the DEP Commissioner. Please follow the contract and the Procurement Board Policy Rules when submitting documents to the Comptroller of the City of New York, the Contract Dispute Resolution Board, or any other entity.

NOTICE TO BIDDERS

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

NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of $100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act ("WPEA"), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

REPORT

CORRUPTION, FRAUD, UNETHICAL CONDUCT

RELATING TO A NYC-FUNDED CONTRACT

OR PROJECT

CALL THE NYC DEPARTMENT OF INVESTIGATION

212-825-5959

DOI CAN ALSO BE REACHED BY MAIL OR IN PERSON AT:

New York City Department of Investigation (DOI)
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 City contractor, or subcontractor of the City, or a City contractor with a contract valued at 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 to DOI – or to certain other specified government officials –** information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than $100,000.

- Any employee who makes 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

← Scan the QR Code at Left to File a Complaint

IRAN DIVESTMENT ACT COMPLIANCE RIDER
FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 and November 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act ("ESSTA"), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the "Paid Safe and Sick Leave Law," requires covered employees (as defined in Admin. Code § 20-912) in New York City ("City") to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City's Department of Consumer and Worker Protection ("DCWP"), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq*. ("DCWP Rules").

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

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP's guidance and must comply with DCWP's subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City's administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

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

1. An employee who works within the City must be provided paid safe and sick time.[1] Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

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

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

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[1] Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

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

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

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees 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 safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and 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 safe and sick time was used.

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

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

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. 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 their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

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

5. 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

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

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

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

F. *Records*. An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed $500.00 for a first violation, $750.00 for a second violation within two years of the first violation, and $1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Polices and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and 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 safe and sick time. The ESSTA provides minimum requirements pertaining to safe and 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 safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

RIDER TO DEP STANDARD SUPPLY AND SERVICE CONTRACT

PAYMENT GUARANTEE PROVISION

1. This Payment Guarantee Provision does not apply if this Contract either (i) does not involve Work for the prosecution of a "public improvement" as that term is used in section 137 of the N.Y. State Finance Law (a "Public Improvement") or (ii) requires payment bonds for one hundred percent (100%) of the Contract price or one hundred percent (100%) of the price of each Work Order ordering Work for the prosecution of a Public Improvement.

2. If this Contract involves Work for the prosecution of a Public Improvement and it does not require the Contractor to provide either a payment bond for (i) one hundred percent (100%) of the Contract price or (ii) one hundred percent (100%) of the price of each Work Order ordering Work for the prosecution of a Public Improvement, the City shall, in accordance with the terms of this Payment Guarantee Provision, guarantee payment of all lawful claims for:

   a. Wages and compensation for labor performed and/or services rendered; and

   b. 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.

3. The provisions of paragraph 2, above, are subject to the following limitations and conditions:

   a. 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 or less than one hundred (100%) of the price of each Work Order ordering Work for the prosecution of a Public Improvement, the payment bond provided by the Contractor shall be primary (and non-contributing) to the payment guarantee provided under this Payment Guarantee Provision.

   b. The guarantee is made for the benefit of all beneficiaries as defined in paragraph 2, above, provided that those beneficiaries strictly adhere to the terms and conditions of paragraphs 3(d) and 3(e), below.

   c. Nothing in this Payment Guarantee Provision 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.

   d. 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) calendar 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) calendar 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.

e. 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 N.Y. State Finance Law.

f. The Contractor shall promptly forward to the City any notice or demand received pursuant to paragraph 3(d). 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.

g. All demands made against the City by a beneficiary of this payment guarantee shall be presented to the Project Manager or other Commissioner designee along with all written documentation concerning the demand which the Project Manager or other Commissioner designee 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.

h. 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.

i. 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 N.Y. State Finance Law Section 137.

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

a. If 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) calendar 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.

b. If 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.

c. If 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 the section of this Contract pertaining to the City's rights to withhold money against a claim 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.

5. The provisions of this Payment Guarantee Provision shall not prevent the City and the Contractor from resolving disputes in accordance with the Procurement Policy Board Rules, where applicable.

6. If the City determines that the beneficiary is entitled to payment pursuant to this Payment Guarantee Provision, such determination and any defenses and counterclaims raised by the Contractor shall be taken into account in evaluating the Contractor's performance.

7. Nothing in this Payment Guarantee Provision 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.

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.

9. The payment guarantee made pursuant to this Payment Guarantee Provision shall be construed in a manner consistent with Section 137 of the N.Y. 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 Payment Guarantee Provision within the one-year limitations period set forth in Section 137(4)(b).

DEP STANDARD INFORMATION FOR BIDDERS FOR SUPPLY AND SERVICE CONTRACTS

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1. DESCRIPTION OF PROCUREMENT

A. The description and location of the services to be performed and/or identification of the goods to be supplied are set forth on the Cover Page/Summary, included in Part A(1) of this Invitation for Bids (the "IFB").

B. The term for this Contract is set forth on Schedule A, included in Part A(4) of the IFB.

2. TIME AND PLACE FOR RECEIPT OF BIDS

A. The Department of Environmental Protection ("DEP" or the "Department") shall receive all sealed bids at the location set forth on the IFB Cover Page/Summary on or before the date and time set forth on that page.

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, where required, notarized.

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

(i) the name of the person, firm or corporation presenting the bid;

(ii) the bid opening date;

(iii) the PIN; and

(iv) the Contract 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 IFB is subject to the Rules of the Procurement Policy Board of the City of New York ("PPB Rules"), as amended from time to time. In the event of a conflict between said rules and a provision of any of the IFB documents, then the PPB Rules shall take precedence. A copy of the rules may be obtained by contacting the Agency Contact person for this project, or online at https://www.nyc.gov/site/mocs/regulations/ppb.page.

4. DEFINITIONS

The definitions set forth in Chapter 1 of the PPB Rules shall apply to this IFB.

Other capitalized terms used in this IFB are used as defined in Article 2 of the Standard Supply and Service Contract (included in Part D of this IFB). The term "Contract" refers to the documents listed in Article 1 of the Standard Supply and Service Contract, after all IFB documents that require a signature by the Contractor or DEP have been properly executed, and the Contract has been registered.

5. BID DOCUMENTS

A. The term Invitation for Bids (or "IFB") includes all bid solicitation documents contained in Parts A through F of the bid document package, as the Agency Chief Contracting Officer ("ACCO") may have amended them by issuing written addenda. Copies of all addenda that have been issued will be available at the location given on the Cover Page/Summary for the submission of bids. Before submitting a bid, a prospective bidder can check with the ACCO's office at (718) 595-3265 to be sure it has received copies of all addenda issued.

B. For particulars as to this procurement, including quantity and quality of the purchase, extent of the services to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to Schedule A (in Part A), the bid form (in Part B), and the Detailed Specifications/Scope of Work, which are included in Part C as shown on the IFB Contents List at the front of this package.

C. Deposit for Copy of the IFB. Prospective bidders may obtain a copy of the IFB by complying with the conditions set forth in the Advertisement for Bids. A refundable deposit for a copy of the IFB documents (sometimes called a "Bid Book Deposit"), **if required**, must be in the form of a **money order** or a **certified check,** made payable to the order of the City of New York, and drawn upon a state or national bank or trust company, or a check of such a bank or trust company, signed by a duly authorized officer thereof. The Advertisement for Bids will indicate whether a Bid Book Deposit is required.

D. Return of Bid Book Deposit. The Department will return any such deposit upon request within thirty (30) days after registration of the Contract by the Comptroller or after the rejection of all bids as set forth in the Advertisement for Bids, provided that the bid documents are returned to the ACCO in physical condition satisfactory to the Commissioner. The successful bidder does not need to return the bid documents to the ACCO in order to request return of its deposit.

E. Additional Copies. Additional copies of the IFB 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 on the IFB Cover Page/Summary.

B. Bidder attendance at this pre-bid conference is optional unless the IFB Cover Page/Summary or Schedule A specifies that attendance is mandatory. 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 this IFB unless a change is made by the ACCO by issuing a written addendum amending its terms, as provided in Section 8 below and in accordance with the PPB Rules.

D. Please notify the Agency Contact Person listed on the Cover Page/Summary of the number of representatives from your firm that will attend the pre-bid conference at least five (5) City working days before the date of the conference.

7. AGENCY CONTACT PERSON

A. Any requests for additional technical information relating to this bid solicitation shall be made in writing and addressed to the Agency Contact Person identified on the Cover Page/Summary. Should DEP determine that it is necessary or desirable to respond to an information request, all prospective bidders that have received a copy of this IFB will receive the Department's response in the form of an addendum to the IFB issued by the ACCO, as described in Section 8 (unless the response is simply to refer the requester to a particular section of the IFB). No responses will be provided to requests for information by phone.

B. Requests for interpretation or correction, which will ultimately be considered by the ACCO as discussed in Section 8 below, should also be directed, in writing, to the Agency Contact Person, as should questions about bid procedures, bonding, insurance or prevailing wages. However, questions about Procurement and Sourcing Solutions Portal ("PASSPort") requirements should be directed to the Mayor's Office of Contract Services ("MOCS"), passport@mocs.nyc.gov.

8. EXAMINATION OF PROPOSED CONTRACT

A. Request for Interpretation or Correction. Prospective bidders must examine the IFB documents carefully and, before bidding, must submit to the Agency Contact Person a written request for an interpretation or correction of every ambiguity, inconsistency or error therein that should have been discovered by a reasonably prudent bidder. Any such interpretation or correction deemed necessary, 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 IFB, which will be sent by mail, facsimile or delivery service to each party recorded as having received a copy of the IFB, and which also will be posted at the place where the IFB was made available for the inspection of prospective bidders. Upon such mailing, faxing or delivery and posting, such addendum shall become a part of the IFB and the Contract, and binding on all bidders, whether or not actual notice of such addendum can be 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 documents.

9. FORM OF BID

A. Each bid must be submitted upon the prescribed Bid Form (included in Part B(1)).

B. It shall be properly signed, in ink, by an authorized representative of the bidder and such authorized representative must verify by written oath that the several matters stated and information furnished therein are in all aspects true and complete.

C. The bid must be accompanied by an executed Tax Affirmation, in the form included in the Bid Form, and an executed Iran Divestment Certification, in the form included in Part B(4) (see Notice to Bidders included in Part A(2) of the IFB, explaining the Iran Divestment Certification requirement).

D. Bidders must use the Bid Schedule of Prices in Part B for their unit price quotations and projected total costs for the term of the Contract, or as otherwise directed on the Bid Schedule of Prices. If the bid price (or anything else on a bid submission document) has been changed or erased, the alterations must be initialed in ink, beside the changed or erased item, by the authorized signatory for 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 by itself may be considered non-responsive.

E. 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 found non-responsible in connection with future City contracts as well as be subject to possible criminal prosecution.

F. The receipt of any Addenda amending the Contract documents shall be acknowledged by the bidder in its bid submission, on the form included in Part B(2) of the IFB.

G. Each bidder shall submit its bid typewritten or written legibly in ink and a duly authorized officer or representative shall sign the bid in ink. The signatory shall initial in ink any and all erasures or alterations to the bid. A legible signature of the bidder's authorized representative must be on all bid submission documents requiring a signature, along with all notarizations and seals that may be required.

10. SITE VISIT

A. Pre-Bidding (Investigation) Viewing of Site. Bidders must carefully view and

examine the Site of the proposed Work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the Site relating to or affecting in any way the performance of the Work to be done under the Contract that were or should have been known by a reasonably prudent bidder. 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. To arrange a date for visiting the Site, bidders must contact the Agency contact person specified in the bid documents.

B. Changed Conditions. Should the Contractor encounter during the progress of the Work site conditions or environmental hazards at the Site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such conditions or environmental hazards as could not reasonably have been anticipated by the Contractor, which conditions or hazards will materially affect the cost of the Work to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions or hazards before they are disturbed. The Commissioner will thereupon investigate the conditions or hazards. If the Commissioner finds that they do so materially differ, and that they could not have been reasonably anticipated by the Contractor, the Contract may be modified with the Commissioner's written approval.

11. IRREVOCABILITY OF BID

The price(s) 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 14 and 16, below.

12. BID SAMPLES AND DESCRIPTIVE LITERATURE

Bid samples, brochures and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the IFB. Any unsolicited bid samples or descriptive literature that are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this IFB. DEP may discard them without liability, and they will not affect bid evaluation.

13. PROPRIETARY INFORMATION/TRADE SECRETS

A. The bidder shall clearly identify any portions of its bid that it desires to remain confidential, by stamping the pages on which such information appears, at the top and bottom thereof, with the word "Confidential," and must provide justification of why such materials should not be disclosed by the City. Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

B. All such materials so identified 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, with the exception of one copy that the City will retain and hold in a secure manner to the extent reasonably possible. Prices, makes, models or catalog numbers of the items offered, delivery terms, and terms of payment shall be publicly available after bid opening regardless of any designation of confidentiality made by the bidder.

14. PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

A. A bid may be modified or withdrawn by written notice received in the office of the Agency Chief Contracting Officer, 59-17 Junction Blvd, 17th floor, Flushing, NY 11373, 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.

15. LATE BIDS, LATE WITHDRAWAL AND LATE MODIFICATIONS

A. Any bid received at the place designated on the Cover Page/Summary after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification of a bid received at the place designated on the Cover Page/Summary after the time and date set for receipt of bids is late and shall not be considered.

B. The only exception to Section 15(A) is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received and may be accepted upon written approval of the ACCO.

16. WITHDRAWAL OF BIDS

Except as provided for in Section 14 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 a writing that is received by the ACCO in advance of an actual Contract award.

17. 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 14 above.

B. Mistakes Discovered Before Award. The PPB Rules in effect at the time of the bid opening apply to mistakes in bids.

C. 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 (the "CCPO"), makes a determination that it would be

unconscionable not to allow the mistake to be corrected.

D. Determinations Required. When a bid is corrected or withdrawn, or a request for 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.

18. TIED LOW BIDS

When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the IFB, and the selection of the winning bidder is to be based on price alone, the ACCO will break the tie in the order of priority set forth in Section 3-02(p) of the PPB Rules, as such provision may be amended from time to time.

19. REJECTION OF BIDS

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

(i) the bidder fails to furnish any of the information required pursuant to the IFB; or if

(ii) the bidder is determined to be non-responsible pursuant to the PPB Rules; or if

(iii) the bid is determined to be non-responsive pursuant to the PPB Rules; or if

(iv) 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 IFB or by other method authorized by the PPB Rules.

20. RIGHT TO APPEAL DETERMINATION OF NON-RESPONSIVENESS OR NON- RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATION AND AWARD

A bidder has the right to appeal a determination of its non-responsiveness or non-responsibility and has the right to protest a solicitation and award to another bidder, pursuant to the PPB Rules.

21. BID EVALUATION AND CONTRACT AWARD

A. In accordance with the New York City Charter, the PPB Rules and the terms and conditions of this IFB, 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 either (i) whose bid price is either the lowest price, or, if the bid documents so state, the lowest evaluated bid price; or (ii) whose bid represents the best value to the City by optimizing quality, cost and efficiency. If award will be made on the basis of best value to the City, the IFB will so specify, and the Contract Documents will specify how best value will be determined in accordance with Section 3-02(o) of the PPB Rules, as that provision may be amended from time to time. A bid may not be evaluated for any requirement or criterion that is not disclosed in the bid documents.

B. Award Based Upon Best Value To City. Pursuant to recent amendments to State law, purchase contracts subject to General Municipal Law §103 (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the New York State Labor Law) shall be awarded on the basis of best value as defined in the State Finance Law §163. New York State Finance Law §163(1)(j) defines "best value" as that bid or offer that optimizes quality, cost, and efficiency.

Accordingly, this Contract may be awarded on the basis of best value to the City, which will be determined to be the lowest responsive and responsible bidder, provided however that the Mayor may, pursuant to Charter §313(b)(2), direct the Agency to award this Contract to other than the low bidder in the best interests of the City by determining, in writing, that another bid optimizes quality, cost and efficiency and is thus the best value to the City.

An award to other than the low bidder may only be made to a bidder whose bid is within ten percent (10%) of the lowest responsive and responsible bid.

C. Evaluated Bid Prices. If DEP has included any combination of lump sum items, unit price items, and allowances as part of the bid request, a "Total Estimated Bid Price" will be used to compare the amount of bids.

(i) The Total Estimated Bid Price will be the sum of: (a) each lump sum bid amount; (b) each unit price bid amount multiplied by DEP's estimate of the quantities required; and (c) each allowance amount.

(ii) This Total Estimated Bid Price will be used solely to compare bid amounts to determine the lowest bidder. DEP does not promise: (a) to pay the bidder this Total Estimated Bid Price; (b) to require the bidder to provide any specific lump sum item; (c) to require the bidder to provide any unit price items; (d) to require the bidder to provide DEP's estimated number of unit price items needed; or (e) to require any of the items for which an allowance is given.

D. No negotiations with any bidder shall be allowed to take place except under the

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 specified in the IFB if that bid is not also the most favorable bid.

E. Upon determination of the apparent successful bidder and prior to award, the ACCO may elect to open negotiations with the apparent successful bidder in an effort to improve the bid from the City's perspective with respect to the price only. In the event such apparent successful bidder declines to negotiate, the Agency may elect to either award the Contract to that bidder or may, upon written approval by the ACCO, reject all bids in accordance with the PPB Rules.

22. BIDDER QUALIFICATIONS - EVIDENCE OF ABILITY AND FINANCIAL QUALIFICATIONS

A. Before or after Contract award, the City reserves the right to inspect the premises where services are to be performed, or that the bidder may utilize in providing goods required under the Contract.

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 goods and/or services on which it bid at the bid price (e.g., a bid breakdown) and that it can perform the services and/or provide the goods in the manner and time specified in the Contract. The bidder shall also furnish evidence satisfactory to DEP 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 and/or goods on which the bid was submitted, and must produce copies or originals of the necessary licenses and other documents upon request.

C. Contractors that do business with the Department are required to submit complete financial statements once a year. Preferably, DEP requests the firm's annual financial statement prepared by a certified public accountant, which should include, without limitation, a certified balance sheet, revenue and expense sheet, and fixed and capital assets. If DEP has no record of having received an apparent low bidder's current financial statement, a DEP representative will contact the bidder, which will be responsible for submitting this information within five (5) days of the request.

D. If the evidence required by Subsections 22(B) and (C) 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 IFB, the Commissioner shall have the right to reject the bid in whole or in part. Should the noncompliance 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 the Contract or at law or in equity.

E. In addition to any other requirement of this IFB, the Commissioner may request an officer or principal of 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 (as defined in the PPB Rules) to perform the work and/or supply the goods in accordance with the Contract.

i) At its own expense, the bidder may arrange for a stenographer to take written notes of the oral examination.

ii) If the bidder does not arrange for a stenographer, DEP has the option of engaging a stenographer itself.

iii) If a stenographic record is made, each representative of the bidder who was orally examined must sign and verify the resulting stenographic transcript, noting on the transcript any corrections that person may deem appropriate.

iv) If the bidder has engaged a stenographer, the bidder must provide DEP with an accurate transcript of the oral examination at no charge.

v) If DEP has engaged a stenographer, DEP will provide the bidder with an accurate transcript of the oral examination at cost.

23. PASSPORT INFORMATION SUBMISSION AND FEES

A. New York City Administrative Code Section 6-116.2 and the PPB Rules require that if this bid is two hundred fifty thousand dollars ($250,000) or more, or if this bid, when added to the sum total value of all contracts, concessions and franchises the bidder has received from the City, and any subcontracts the bidder has entered into with a City contractor, within the past twelve (12) months equals or exceeds two hundred fifty thousand dollars ($250,000) then the bidder must submit its information in PASSPort. Information and instructions for PASSPort may be found at https://www.nyc.gov/site/mocs/passport/about-passport.page. The bidder's information must be completed and submitted in PASSPort before any award of the Contract may be made (or before an approval is given for a proposed subcontractor). Information provided in PASSPort is subject to review by the City's Department of Investigation. Non-compliance with these submission requirements may result in the rejection of the bid, disapproval of a proposed subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the Contract after its award.

PASSPort disclosures are valid for three years from the date of e-signature. Any questions concerning PASSPort must be submitted to MOCS, passport@mocs.nyc.gov.

B. PASSPort Fees. Pursuant to PPB Rules Section 2-08(f)(2), the contractor will be charged a fee for the administration of the PASSPort system, including the Vendor Name Check process, if a Vendor Name Check is required to be conducted by the

City 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 one million dollars ($1,000,000), the fee will be one hundred and seventy-five dollars ($175). For contracts with an estimated value of greater than one million dollars ($1,000,000), the fee will be three hundred and fifty dollars ($350).

24. 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, telephone number (212) 669-2323.

25. BID, PERFORMANCE AND PAYMENT SECURITY

A. General. The Agency may require bid, performance or payment security, or all three, on any Supply and Service Contract for the provision of goods and/or services (see Schedule A located in Part A of this IFB).

B. Bid Security. Each bid must be accompanied by bid security in an amount and type as specified in Schedule A (see Part A(4)). The bid security shall assure the City of the adherence of the bidder to its bid, the execution of the Contract if awarded and the furnishing of performance and payment bonds by the Contractor, if required. If a bid does not comply with the bid security requirements of this IFB, the bid shall be rejected as non-responsive.

C. Bid security will be returned to bidders as follows:

(i) 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.

(ii) 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.

(iii) 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 under the IFB and in the amounts specified in Schedule A (see Part A(4)), shall be delivered by the Contractor to the Department 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:

(i) a one-time bond in a form satisfactory to the City (the bidder must use the forms included in this IFB);

(ii) a bank-certified check or money order; or

(iii) 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. Forms for bid, performance and payment bonds are included in the IFB (see Part B for bid bond form, and Part E for payment and performance bond forms). Such bonds must have, as surety thereunder, a surety company or companies approved by the City and authorized to do business in the State of New York.

G. Powers 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.

26. INSURANCE

Bidders are advised that the insurance requirements in this IFB are regarded as a material term of this Contract. During performance and up to the date of final acceptance of the work under this Contract, including any maintenance and guaranty period, the Contractor must maintain in effect, with insurance companies that may lawfully issue the required policy, the types and amounts of insurance specified in Schedule A (see Part A(4)) 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 be submitted prior to commencement of any work under this Contract.

27. FAILURE TO EXECUTE CONTRACT OR FURNISH SECURITY OR INSURANCE

If the successful bidder fails to execute the Contract and furnish any required security

and insurance, or to make any other submission required hereunder, within ten (10) days after Notice of Award of the Contract is issued, the bid security of the successful bidder, or so much thereof as shall be applicable to the amount of the award made, and its Bid Book Deposit, shall be forfeited and retained by the City, and such bidder shall be liable for and agrees, by submission of a bid, 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 for this Contract, the bidder in such event shall also be liable to the City for the amount of actual funding withdrawn by such agency, body or group for this Contract, less the amount of the forfeited bid security.

28. CITY'S LIMITED TAX EXEMPTION

Unless this Contract indicates otherwise, the City is exempt from the payment of federal, State and local taxes on tangible personal property sold to the City pursuant to the Contract. The bid price(s) must be exclusive of such taxes and shall be so construed. Bidders should carefully read Article 55 of the Supply and Service Contract (Part D).

29. DEPARTMENT OF SMALL BUSINESS SERVICES, DIVISION OF LABOR SERVICES (EMPLOYMENT REPORT)

A. In accordance with New York City Executive Order No. 50 (1980), as modified by Executive Order Nos. 94 and 108 (1986) and Executive Order No. 159 of 2011, and all implementing rules and regulations, the filing of a completed Employment Report ("ER") is a requirement of doing business with the City of New York if:

(i) the bidder has been identified as the apparent successful bidder for a supply or service contract or its bid for supplies or services has been accepted; and

(ii) the Contract value exceeds one hundred thousand dollars ($100,000); and

(iii) the firm employs fifty (50) or more people.

B. The apparent successful bidder must file an ER if it meets each of these conditions. If the bidder meets conditions (i) and (ii) but has less than fifty (50) employees, the "Less Than 50 Employees Certificate" form (included in Part E of the IFB) must be filed. In addition, suppliers and subcontractors performing under the Contract that meet conditions (ii) and (iii) above, must also file an ER. Instructions from the City Department of Small Business Services, Division of Labor Services, for completing this form are included with the form in Part E of this IFB. The ER shall be submitted by the apparent successful bidder under separate cover, upon

request by DEP.

30. EQUAL EMPLOYMENT OPPORTUNITY AND REQUIREMENTS FOR PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBEs)

A. This bid solicitation is subject to Section 6-129 of the New York City Administrative Code (the City's Minority-Owned/Women-Owned Business Enterprise ("M/WBE") and Emerging Business Enterprise ("EBE") program), if the IFB Cover Page/Summary indicates that New York City Local Law No. 1 of 2013 ("LL 1") will be enforced on this Contract, as well as to applicable provisions of federal, State and other local laws and executive orders requiring equal employment opportunity. See the Notice to Prospective Bidders re the City's M/WBE requirements, included in Part A if applicable.

B. If the IFB Cover Page/Summary indicates that New York State M/WBE requirements will be enforced ("NYS/MWBE"), then Administrative Code Section 6-129 will not apply.

31. 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.

32. APPROVAL OF CONTRACT

A. This Contract shall not be binding or be of any force or effect unless, after it has been signed by both the Contractor and DEP, it has been registered pursuant to Section 328 of the City Charter and the Comptroller shall have endorsed his/her certificate that there remains unexpended and unapplied a balance of appropriated funds applicable hereto sufficient to pay the estimated expense of executing this Contract.

B. The requirements of this Section shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Contract to be effective and for the expenditure of City funds. This Contract shall continue in force only after annual appropriation of funds by the City and certification as hereinabove set forth.

33. PREVAILING WAGES/LABOR LAW COMPLIANCE

A. The Contractor and any subcontractors it engages will be required to comply, if applicable, with Section 220/230 of the New York State Labor Law, Section 6- 109 of the New York City Administrative Code (the "Living Wage Law"), Mayoral Executive Order 102 of 2006, and with all other federal, State, and local labor laws and regulations, including but not limited to providing on-the-job training opportunities and payment of prevailing wages and living wages.

B. 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.

C. Labor Law Section 231 requires prevailing wages to be paid to each service employee under a contract whose "principal purpose" is to furnish services through the use of building service employees. Labor Law Section 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.

34. REQUIRED CERTIFICATION BY NON-GOVERNMENTAL ENTITY OR MEMBERSHIP IN NON-GOVERNMENTAL ORGANIZATION

If the Specifications or other Contract Documents include any requirements of certification by, or membership in, a nongovernmental entity or organization, this shall be deemed to mean such certification or membership **or possession of equivalent qualifications or characteristics** as determined by the Commissioner, is required. The foregoing shall not be construed to be a waiver of any legally required federal, state or local certification or licensing requirement, nor shall it apply where certification by the manufacturer of materials or equipment is called for.

35. ELECTRONIC FUNDS TRANSFER

In accordance with Section 6-107.1 of the New York City Administrative Code, the Contract requires the Contractor to accept Contract payments from the City by Electronic Funds Transfer ("EFT"). If the Contractor is already registered with the City for EFT payment, no action is necessary. If not, the "EFT Vendor Payment Enrollment Form" found in Part E(5) of this IFB must be submitted by the apparent successful bidder upon request by DEP.

36. NON-DISCRIMINATION

The Contract to be awarded is subject to the requirements of City Executive Orders 50 (1980), 94 and 108 (1986) and 159 (2011) and all implementing rules and regulations.

37. MACBRIDE PRINCIPLES

The Contract to be awarded is subject to the MacBride Principles, as set forth in Section 6-115.1 of the City Administrative Code, which impose certain restrictions on City contractors to encourage companies doing business in Northern Ireland to promote freedom of workplace opportunity. See Article 71 of the Supply and Service Contract (in Part D).

SCHEDULE A

(Bonding, Insurance and Other Contract-Specific Requirements)

SUPPLY AND SERVICE CONTRACT
SCHEDULE A

REFERENCE	ITEM	REQUIREMENTS
Section 25 of Information for Bidders; Bid Bond form in PASSPort	Bid Security or Bid Bond	0% of Bid
Section 25 of Information for Bidders; Part E of IFB: Payment Bond form	The Contractor shall obtain payment bonds in the amount indicated to the right.	0% of Bid
Section 25 of Information for Bidders; Part E of IFB: Performance Bond form(s)	The Contractor shall obtain performance bonds in the amount indicated to the right.	0% of Bid
Article 6 of Agreement	Period of Performance (term of Contract)	1095 Consecutive Calendar Days
Section(s) D-2.8 of Detailed Specifications	Manufacturer's warranties of materials for specified periods	Material / Length of warranty / Section All Parts and Materials / 1 year / D-2.8
Section(s) D-1.4 of Detailed Specifications	Eligibility requirements for award of Contract	A minimum of three (3) years of experience, for the Contractor or its personnel, performing similar Work (in scope and magnitude) as that describe in the Specifications.
Article 7 of Agreement	Renewal option	1 Year(s)

SUPPLY AND SERVICE CONTRACT
SCHEDULE A

REFERENCE	ITEM	REQUIREMENTS
Article 8 of Agreement; Section(s) D-2.14 of Detailed Specifications	Liquidated Damages	$800 for each consecutive calendar day, or fraction thereof, of failure to complete Work Order Work, in the time given in the Work Order. $800 for each consecutive hour, or fraction thereof, for failure to have a work crew within four (4) hours of receiving an emergency Work Order, at the designated Site ready to perform Work, as described in D-2.5(B) and D-2.6.
Article 11 of Agreement	Subcontracting	Not to exceed 25% of the total Contract amount
Article 14 of Agreement	Retained Percentage	5% of Voucher
Article 15 of Agreement	*See the following pages of this Schedule A for Insurance requirements.*	
Article 18 of Agreement	Maintenance and Guaranty Security	1% of total Contract amount
Article 18 of Agreement	Guaranty Period	1 Year(s)
Article 37 of Agreement	Partial Payment	X will be allowed _____ will not be allowed
Article 70 of Agreement	Compensation to be paid to the Contractor	Not to exceed $_____

SUPPLY AND SERVICE CONTRACT
SCHEDULE A

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 must 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 Environmental Protection, Agency Chief Contracting Officer, ATTN: Contract Management Office (INSURANCE), 17th Floor, 59-17 Junction Boulevard, Corona, New York 11368.

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)	$2,000,000 per occurrence $4,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37. 2. _____ 3. _____

SUPPLY AND SERVICE CONTRACT
SCHEDULE A

Types of Insurance (per Article 15 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Workers' Compensation .....Art. 15(A)(2) ■ Disability Benefits Insurance.....Art. 15(A)(2) ■ Employers' Liability .....Art. 15(A)(2) ☐ Jones Act.....Art. 15(A)(3) ☐ 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. **Note:** New York State Workers' Compensation Board form C-105.2, State Insurance Fund form U-26.3, and Request for WC/DB Exemption form CE-200 are acceptable for Workers' Compensation Insurance. For Disability Benefits, submit form DB-120.1 or Request for WC/DB Exemption (form CE-200). ACORD forms are not acceptable for proof of Workers' Compensation or Disability Benefits Insurance. Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.
■ Commercial Auto Liability.....Art. 15(A)(4)	$1,000,000 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.
■ Contractors Pollution Liability .....Art. 15(A)(5)	$1,000,000 per occurrence $2,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees. 2. _____ 3. _____

SUPPLY AND SERVICE CONTRACT
SCHEDULE A

Types of Insurance (per Article 15 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
☐ Marine Protection and Indemnity ... Art. 15(A)(6)(a)	$_____per occurrence $_____aggregate Additional Insureds: 1. City of New York, including its officials and employees. 2. _____ 3. _____
☐ Hull and Machinery Insurance..... Art. 15(A)(6)(b)	$_____per occurrence $_____aggregate Additional Insureds: 1. City of New York, including its officials and employees. 2. _____ 3. _____
☐ Marine Pollution Liability ..... Art. 15(A)(6)(c)	$_____per occurrence $_____aggregate Additional Insureds: 1. City of New York, including its officials and employees. 2. _____ 3. _____
☐ Professional Liability Insurance .....Art. 15(A)(7)	$_____per occurrence/claim $_____aggregate
☐ Personal Property Insurance .....Art. 15(A)(8)	$_____per occurrence $_____aggregate

SUPPLY AND SERVICE CONTRACT
SCHEDULE A

Types of Insurance (per Article 15 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
[OTHER].....Art. 15(A)(9) ☐ _____	*[If other type(s) of insurance need to be required under the Contract, (a) check the box and fill in the type of insurance in left-hand column, and (b) in this right-hand column, specify appropriate limit(s) and appropriate Named Insured and Additional Insured(s). Note that if Railroad Protective Liability Insurance is required, the appropriate Named Insured is the owner of the railroad and there are no additional insureds.]*
[OTHER].....Art. 15(A)(9) ☐ _____	*[See directly above.]*

SUPPLY AND SERVICE CONTRACT
SCHEDULE A

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Worker's 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.

SUPPLY AND SERVICE CONTRACT
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 B

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NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan") and are detailed below. Contracts solicited through the Procurement and Sourcing Solutions Portal (PASSPort) will contain a Schedule B in the format outlined in the Schedule B – M/WBE Utilization Plan & PASSPort rider. The provisions of this notice will apply to contracts subject to the M/WBE Program established by Section 6-129 regardless of solicitation source.

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

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

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

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

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

PART A

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

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

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

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

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

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

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part 2 (see Pages1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by

MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

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

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

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE

VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of city-certified MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6451, or by visiting or writing DSBS at One Liberty Plaza, New York, New York, 10006, 11th 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 3 of Schedule B **and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency Contact Person listed in Schedule B, Part 1**. **Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely**. Bidders, proposers, or contractors, as applicable, who have submitted timely requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of

subcontracting in its **M/WBE** Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements

Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) taking any other appropriate remedy.

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

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

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

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

PART C

SCOPE OF WORK
TO BE PERFORMED
UNDER THE CONTRACT

MFP-2025

PREVENTIVE MAINTENANCE, INSPECTION, TESTING, AND REPAIR OF FIRE PROTECTION SYSTEMS AND FIRE ALARM SYSTEMS AT VARIOUS DEPARTMENT OF ENVIRONMENTAL PROTECTION FACILITIES

DETAILED SPECIFICATIONS

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LIST OF EXHIBITS

Exhibit ID	Referenced in Specification	Title
A	D-1.1, D-1.2	List of Equipment/Assets and Work Locations
B	D-1.1, D-2.1	Service History and Anticipated Preventive Maintenance, Inspection, and Testing Schedule
C	D-1.4	Standard Environmental, Health and Safety Specifications
D	-	Intentionally Omitted
E	D-1.22	DEP Hot Work Policy
F	D-2.11, D-2.15	Sprinkler, Standpipe, Fire Pump, and Fire Alarm – Inspection, Testing, and Maintenance Items

DIVISION NO. 1 - GENERAL PROVISIONS

D-1.1 GENERAL REQUIREMENTS:

The Work under this Contract is to provide all necessary labor, parts, materials and equipment for the inspections, testing, maintenance and repair of the fire alarm systems and fire protection systems at two DEP facilities. The fire protection systems include sprinkler systems (wet, dry, and pre-action types), a standpipe system, fire pump and ancillary equipment. Central station monitoring services for the fire alarm systems is not included in this Contract.

A. A list of equipment/assets and work locations to be serviced under this Contract is included in Exhibit A. A service history of the equipment/assets and anticipated preventive maintenance, inspection, and testing schedule is included in Exhibit B. These lists are included for bidding purposes only and may not be complete or accurate. DEP may add or delete equipment from Exhibit A during the term of the Contract.

B. The Contractor shall arrange with the DEP Project Manager to have existing DEP equipment taken out of service (e.g., lock-out/tag-out, etc.), if necessary, for the performance of Work under this Contract. The Contractor shall have no authority to remove any equipment from service except under emergency conditions, where a reasonable belief exists on the part of the Contractor that continued operation of the equipment may cause personal injury and/or property damage. In the event of such emergency, the Contractor shall immediately notify the DEP Project Manager and the responsible DEP official in charge of the facility where the Work is taking place.

C. All Work shall be performed in strict accordance with the latest instructions of the original equipment manufacturer(s) (OEM). The Contractor shall have its own access to all original equipment materials lists, electrical and manufacturing specifications, drawings, critical dimensions, tolerances, etc., as well as any special operating and maintenance instructions or information necessary to service and repair the equipment.

D. The quantities described in these Specifications and/or on the Bid Schedule of Prices for the Work to be provided during the term of the Contract are only estimates. While the bid and subsequent award of this Contract will be based on these estimates, the Contractor is advised that this is a "when and where" contract and that DEP, at its sole discretion, shall have the right to increase or decrease the quantity of Work to be provided. DEP reserves the right to have the Work performed by others. DEP is not required to order any Work under this Contract. In the event that no Work has been ordered at the expiration of the Contract, DEP will pay to the Contractor the sum of One Thousand Dollars ($1,000.00).

E. The Contractor shall respond to all maintenance and guaranty requests pursuant to Article 18 of the Supply and Service Contract within twenty-four (24) hours of notification by the DEP Project Manager.

D-1.2 LOCATION OF WORK:

The locations where Work may be performed under this Contract are at two DEP facilities located in the City of New York. Both facilities feature a fire alarm system and fire protection system(s) of varying complexity and scale. DEP may add or delete locations where Work can occur over the course of the actual performance of this Contract.

A. Location #1: SMHQ

The fire protection systems at SMHQ include sprinkler systems (wet, dry, and pre-action types), a standpipe system, fire pump and ancillary equipment. Further details on the equipment at this location can be found in Exhibit A.

B. Location #2: RC New Siphon

The fire protection system at RC New Siphon includes a wet sprinkler system and ancillary equipment. Further details on the equipment at this location can be found in Exhibit A.

D-1.3 PRE-BID CONFERENCE AND SITE INSPECTION:

A pre-bid conference and/or Site inspection will be held for this Contract. All bidders are strongly encouraged to attend, but attendance is not mandatory, unless specified in PASSPort. The location, date and time of the pre-bid conference is provided in PASSPort.

If a Site visit is scheduled, all prospective bidders and their representatives shall provide and wear their own personal protective equipment (PPE) including, but not limited to, hard hats, work shoes, safety goggles, safety vest, etc. All prospective bidders and their representatives shall comply with all safety rules as required by the responsible DEP officials.

D-1.4 QUALIFICATIONS AND EXPERIENCE:

The apparent low bidder shall, prior to award and upon request by DEP, submit the following information relating to the bidder's qualifications and competence to perform the Work. If the bidder fails to provide the documentation for all items below, the bidder may be deemed non-responsive.

A. The apparent low bidder shall provide descriptive materials and company history for the bidder demonstrating a minimum of three (3) years of experience, for the

Contractor or its personnel, performing Work similar in scope and magnitude as that described in these Specifications.

B. The apparent low bidder shall provide an organizational chart indicating key personnel and their associated tasks, including proposed Subcontractors if any, for this Contract.

C. The apparent low bidder shall provide a list of at least three (3) contracts, whether completed or currently in effect, with scopes and magnitudes similar to the Work described herein. The following information is required regarding each contract cited: contract description, term, dollar amount, name and address of contracting agency or firm, name of agency/firm's contact person including title and phone number.

D. The apparent low bidder shall provide a list of all currently-owned equipment that will be used to perform Work under this Contract including, but not limited to, service vehicles, testing equipment and/or tools. The quantity of such equipment must be sufficient to perform service, repair and preventive maintenance Work in the capacity specified in the Contract.

E. The apparent low bidder shall provide a copy of all applicable licenses, permits, certificates, etc., of the appropriate type, classification, etc. that are required to perform the Work under this Contract. The documents shall be in effect at the time of the bid opening, unless otherwise stated below, and throughout the entire term of the Contract. All laborers, workers and mechanics at DEP Sites must be certified as having completed a 10-hour U.S. Occupational Safety and Health Administration (OSHA) course in construction safety and health. These certificates must be in place before the start of Work. The apparent low bidder is not required to submit any Site specific or project specific permits that cannot be reasonably obtained prior to the award of the Contract.

F. The apparent low bidder shall provide the environmental, health and safety (EHS) information in accordance with Exhibit C.

G. As required by the NYC Fire Code and City Fire Department (FDNY) rules and regulations, all personnel performing Work under the Contract shall have the applicable Certificate of Fitness (COF) and/or license to perform the Work. The relevant certifications and licenses may include, but are not limited to:

1. New York City Master Fire Suppression Piping Contractor License
2. New York City Master Plumber License
3. New York State DOS Security or Fire Alarm Installer License
4. FDNY COF S-12 Supervision of Citywide Sprinkler Systems
5. FDNY COF S-13 Supervision of Citywide Standpipe Systems
6. FDNY COF S-78 / F-78 Cleaning & Testing of Smoke Detectors Citywide
7. FDNY COF S-89 for Certification of Corrected Fire Alarm System Defects
8. FDNY COF S-97 Fire Alarm Systems Inspection, Testing, and Service Principal

9. FDNY COF S-98 for Fire Alarm Systems Inspection, Testing, and Service Technician
10. FDNY COF S-99 for Verification of Corrected Fire Alarm System Defects

D-1.5 PREVAILING WAGE:

Compliance with all provisions of the New York State Labor Law is mandatory under this Contract by the Contractor and any Subcontractor(s), as set forth in Article 31 of the Supply and Service Contract. The appropriate prevailing wage title(s), as defined in the Labor Law Article 8 and/or Article 9 prevailing wage schedules, shall be used throughout the term of this Contract. The prevailing wage titles required under this Contract include, but are not necessarily limited to those listed in D-2.15 and/or the Bid Schedule of Prices and are subject to this Section. Payment for Work performed on an hourly basis shall be subject to D-1.27 and D-2.15, and the Contractor's timely and proper submission of original certified payroll reports and original certified time sheets to the DEP Project Manager on a weekly basis.

If the Contractor chooses to employ apprentices, as defined in the Labor Law Article 8 Apprenticeship Prevailing Wage Schedule, to perform Work, the Contractor will be paid seventy-five percent (75%) of the Hourly Bid Rate for the highest level of the applicable trade required to perform the Work.

D-1.6 SUBMITTALS FOR APPROVAL:

Upon request by DEP, the Contractor shall submit for approval by the DEP Project Manager, detailed information (e.g., shop drawings, catalog cuts) on the equipment, parts and/or materials to be installed or other Work to be performed under this Contract prior to the start of Work.

If the shop drawings contain any deviations from the Contract Drawings or Specifications, the Contractor shall make specific mention of the deviations in its letter of transmittal.

If the Contractor proposes a substitution of the manufacturer or to furnish a substitute item, material or equipment (e.g., the submission of a proposed "or-equal"), it shall make a written application to the DEP Project Manager for acceptance by providing sufficient information.

A. The DEP Project Manager will be the sole judge as to the type, function and quality of any such substitute material or manufacturer and his or her decision shall be final. The DEP Project Manager is not required to justify to the Contractor the basis for his or her decision.

B. Acceptance by the DEP Project Manager of a substitute item or manufacturer shall not relieve the Contractor of the responsibility of full compliance with the Contract Documents.

C. Only material and equipment that are products that have been satisfactorily used elsewhere for the same purpose for at least five (5) years shall be used, unless otherwise approved in writing by the DEP Project Manager. The Contractor shall provide a list of supplied customers upon request by DEP.

If the Contractor submits proposed substitute equipment that requires modifications to structure(s), existing equipment, piping, electrical conduit, wires and appurtenances, layout, etc., the Contractor shall provide details of the proposed modifications. If such proposed equipment and modifications are accepted, the Contractor shall perform all Work necessary to make such modifications, at no additional cost to DEP.

The Contractor is advised that DEP's time for review of submittals has already been incorporated into the Contract term and additional time to complete the Work will not be granted.

D-1.7 HEALTH AND SAFETY PLAN (HASP):

Prior to beginning any Work, the Contractor shall submit to the DEP Project Manager a Site-specific health and safety plan (HASP). The HASP shall include, but may not be limited to, the following:

A. a brief description of the Work to be performed under the Contract, including Contract number and title;

B. a project level organizational chart identifying the Contractor's (and any Subcontractors') workforce, such as project manager(s), supervisor(s), tradesmen, laborer(s), etc. and their associated responsibilities, including the cell phone numbers of key personnel;

C. identification of specific Work areas and each Work area's anticipated hazards;

D. control measures required to protect workers from those hazards;

E. surveillance methods and schedules of both walk-through surveys and in-depth safety audits to be performed on Site;

F. areas requiring PPE, types of PPE, and availability of PPE on Site;

G. medical monitoring and screening methods;

H. emergency response procedures;

I. copies of safety inspection check-off sheets to be used on a regular basis in evaluating the Site and Work methods;

J. means and methods to control emissions of dust and fibers from any building openings;

K. a detailed outline of the Contractor's employee training program and work demonstrating compliance with the Law;

L. an emergency evacuation plan, specific to the Site and compatible with the Site's existing evacuation plan; however, if the Site specific emergency evacuation plan is not readily available, the Contractor's may submit its plan as a supplement to the HASP at a later time, but the Contractor may not start Work at that Site until the Contractor's plan is approved by DEP;

M. a spill plan, detailing the Contractor's procedures in the event of a chemical spill at the Work Site, including a list of all chemicals to be stored on Site by the Contractor; and

N. if the Work under this Contract includes certain activities that typically require the implementation of health and safety measures (e.g., gas monitoring, confined space entry, hot work, excavation, work at heights, scaffolding, hazardous removal/disposal, lock-out/tag-out, etc.), a detailed description of such activities and the associated health and safety measures to be undertaken by the Contractor in accordance with all applicable rules and regulations.

The Contractor shall submit three (3) copies of the HASP to the DEP Project Manager for approval. Acceptance of the HASP by DEP does not relieve the Contractor of any of its safety responsibilities.

D-1.8 WORK PERMITS/COMPLIANCE:

Unless otherwise specified in Division No. 2 of these Specifications, the Contractor shall file, obtain and pay for all necessary permits, certificates of inspection, etc., and shall give all notices and pay all fees to the appropriate regulatory agencies in connection with the Work under this Contract. Regulatory agencies include, but are not limited to:

- City Department of Buildings (DOB)
- City Fire Department (FDNY)
- New York State Department of Environmental Conservation (NYSDEC)
- New York State Department of Health (NYSDOH)
- New York State Department of State (NYSDOS)

All Work performed under this Contract shall conform with the Law, which includes but is not limited to, the rules and regulations of the Building Codes of the City of New York, the Administrative Code and the Charter of the City of New York and the rules and regulations of all other regulatory agencies having jurisdiction. Upon completion of the Work, all necessary certificates of approval shall be obtained from the various agencies having jurisdiction and shall be delivered to the DEP Project Manager. These

certificates will be necessary in order for the Contractor to be paid for substantial completion.

D-1.9 CODES AND STANDARDS:

All Work specified herein shall comply with the most recent requirements of all applicable Laws, OEM guidelines and industry standards and practices, including, but not limited to, those listed below. Where there is a conflict between electrical standards, the New York City Electrical Code shall prevail, unless (a) another Law preempts the New York City Electrical Code; or (b) another Law or industry standard requires a more stringent standard of safety than that required under the New York City Electrical Code.

- New York City Electrical Code
- New York City Construction Codes
- New York City Fire Code
- New York State Building and Electrical Code
- New York State Department of Labor Division of Safety and Health
- New York State Department of Health (NYSDOH)
- New York State Department of Environmental Conservation (NYSDEC)
- National Electrical Code (NEC)
- American National Standards Institute (ANSI)
- Institute of Electrical and Electronic Engineers Standards (IEEE)
- National Electrical Manufacturer's Association Standards (NEMA)
- American Society of Mechanical Engineers Standards (ASME)
- American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
- American Water Works Association (AWWA)
- American Society for Testing and Materials (ASTM)
- Occupational Safety and Health Administration Regulations (OSHA)
- National Sanitary Foundation (NSF)
- National Fire Protection Association Code and Standards (NFPA)

Wherever practicable, electrical components shall bear labels indicating compliance with the standards of Underwriter Laboratories (UL).

D-1.10 ELECTRICAL WORK:

Unless otherwise specified, the Contractor shall perform all electrical Work that is required under this Contract.

All electrical Work performed in New York City must be certified by a New York City Master Licensed Electrician.

D-1.11 ORDERING OF PARTS, MATERIALS AND EQUIPMENT:

Unless shop drawing or similar approvals are necessary, as determined by the DEP Project Manager, the Contractor shall order all necessary parts, materials, equipment, etc., immediately upon receiving written approval from the DEP Project Manager, so that the possible date(s) for delivery can be obtained. Proof of compliance with this Section shall be furnished to the DEP Project Manager upon request.

D-1.12 DAILY SIGN IN AT PLANT LOCATIONS:

At the start of each Work day, the Contractor's and Subcontractors' representatives (e.g., foreman, supervisor, etc.) shall report to the location specified by the DEP Project Manager to sign in and provide the number of workers, including Subcontractor workers, on Site that day. At the end of the Work day, the Contractor's and Subcontractors' representatives shall report to the designated location and sign out. Failure to comply with these requirements will be reflected in the Contractor's performance evaluation.

All Contractor personnel at the Site, including Subcontractors' personnel, shall be uniformed and wear a photo identification badge as required under Article 31(J)(4) of the DEP Supply and Service Contract.

Sign-in/sign-out sheets belonging to the premises are for security and safety purposes only and will not to be accepted for payment purposes. Only timesheets that have been approved for use by the DEP Project Manager will be accepted for payment purposes.

D-1.13 MAINTENANCE OF CONTINUOUS OPERATION:

Unless otherwise specified in Division No. 2 of these Specifications, DEP facilities that are the Site of the Work will be in continuous operation by DEP during the entire term of this Contract. Work under this Contract shall be scheduled and conducted by the Contractor such that it will not impede any facility operations or cause odor or other nuisances.

The Contractor is advised that it may not have exclusive use of the Site(s) and that Other Contractor(s) and/or other personnel may be present. The Contractor shall coordinate its Work with the Other Contractor(s) and personnel through the DEP Project Manager.

D-1.14 DISMANTLING AND REASSEMBLING OF EXISTING EQUIPMENT:

Unless otherwise specified in Division No. 2 of these Specifications, wherever required, or as directed by the DEP Project Manager, to install new parts, repair old parts and/or install repaired or usable old parts, the Contractor shall do all necessary dismantling of the equipment and removal of parts to allow for performance of the Work as specified. All disturbed Work shall be reassembled and left in first class working condition. During the course of removing or altering existing equipment to

perform the Work, the Contractor shall repair and/or reinstall the existing equipment (e.g., electrical conduit, piping, ductwork, etc.) to the satisfaction of the DEP Project Manager.

Where equipment is identified as an explosion proof device, the Contractor shall return the equipment to UL certified explosion proof status.

D-1.15 WATER, POWER, AND SANITARY FACILITIES:

Water, power and sanitary facilities will be made available to the Contractor unless otherwise specified in Division No. 2 of these Specifications, but the Contractor shall provide all necessary water hoses, piping, valves, extension leads, tools, lights, connections, etc. required for performance of the Work.

D-1.16 HOISTING EQUIPMENT/USE OF CITY CRANE BY CONTRACTORS:

A. HOISTING EQUIPMENT:

Unless otherwise specified and/or approved by the DEP Project Manager, the Contractor shall provide its own hoisting equipment for the Work required under this Contract. A hoisting/rigging plan shall be submitted by the Contractor upon DEP's request.

B. USE OF CITY CRANE BY CONTRACTOR:

NOT APPLICABLE

D-1.17 STORAGE OF CONTRACTOR'S MATERIAL:

If necessary, the Contractor's materials, tools and equipment may be stored at the Site only as directed by the DEP Project Manager. The Contractor shall keep this storage space clean and accessible to the DEP Project Manager and responsible DEP personnel at all times. The Contractor shall take every precaution to avoid damage by fire, water, etc. DEP will not be responsible for the security of these materials.

The Contractor acknowledges there is limited area available at the Sites for the Contractor's use for field offices, storage of materials, storage and maintenance of equipment and other Work-related uses. The location(s) for any such uses shall be as directed by the DEP Project Manager and will be shared by other vendors working at the Site. Onsite parking for vehicles is also limited. The Contractor's personnel shall comply with the Site parking restrictions established by the DEP Project Manager or other responsible DEP personnel.

The Contractor shall keep any road or path alongside any area designated for the Contractor's use clean and unrestricted to allow passage at all times by City personnel and vehicles.

D-1.18 CARE & PROTECTION OF MATERIALS, EQUIPMENT AND WORK:

Where permanent equipment called for under this Contract is installed before the erection of adequate protective structures, the Contractor, without additional compensation, shall provide effective and durable covers as approved by the DEP Project Manager to fully protect such equipment against damage from the elements or any other cause.

All mechanical and electrical equipment supplied under this Contract shall be coated, wrapped and/or otherwise protected from snow, rain, drippings of any sort, dust, dirt, mud and condensed water vapor during shipment, storage, installation and at all other times prior to being put in service. Full details of proposed protective measures shall be submitted for approval to the DEP Project Manager prior to commencement of Work.

Storage of any equipment outdoors at any time other than while it is in transit is prohibited regardless of the protection furnished, unless written approval is given by the DEP Project Manager. If storage of equipment becomes necessary, the Contractor shall store equipment in a weatherproof warehouse. All cost associated with such storage will be borne by the Contractor.

All structures, machinery, equipment, piping, electric conduit, wiring and accessories and appurtenances shall be adequately supported and safeguarded against all damage or injury in performance of Work under this Contract. The Contractor's obligations under this Section do not limit the Contractor's obligations under Article 5 of the DEP Supply and Service Contract.

D-1.19 REJECTED WORK AND MATERIALS:

All materials, methods of application or other Work that the DEP Project Manager determines do not conform in all respects to the requirements specified in the Contract Documents will be rejected. The Contractor shall immediately remove rejected Work and satisfactorily replace such Work at its own expense. Refusal to remove or replace such Work or materials after being notified may lead to the default of the Contractor.

D-1.20 CONFINED SPACE ENTRY REQUIREMENTS:

NOT APPLICABLE

D-1.21 HAZARDOUS LOCATIONS / GAS MONITORING:

A. HAZARDOUS LOCATIONS:

1. The Contractor acknowledges that certain areas, equipment, tanks and piping at the Sites contain gases that potentially are hazardous, are toxic, contain insufficient oxygen for human survival or are combustible in the presence of oxygen.

2. The Contractor shall ensure that its employees' and its Subcontractors' employees do not burn any objects or materials, use open flames, smoke or carry matches or lighters within hazardous areas.

3. The Contractor shall take suitable precautions to ensure safe working conditions. Before entering any hazardous areas, the Contractor shall ensure all hazardous gases have been evacuated and that a safe working atmosphere exists.

4. All checks and monitoring of the atmosphere shall be performed by the Contractor's gas detection service and shall be documented by the Contractor on the Contractors' daily log reports, all as specified in Subsection (B), below.

5. The Contractor shall instruct and caution its employees and employees of its Subcontractors that smoking is strictly prohibited throughout all DEP facilities. Suitable prominent "No Smoking" signs shall be placed at locations indicated by DEP. The Contractor shall confirm with the DEP Project Manager, the location of any designated smoking areas.

6. Hazardous materials are stored at the Work locations in various quantities. SMHQ has a designated Waste Storage area with closed and labeled hazardous waste containers, and RC New Siphon has Sodium Hypochlorite closed system tanks that are visually monitored on a daily basis and have a constant digital monitoring system to detect leaks. The Contractor shall, at all times, when working at these facilities, exercise necessary precautions to avoid interaction with the hazardous materials, feeds and/or storage systems and conform to all directions and instructions provided by DEP.

B. HAZARDOUS AREA MONITORING:

1. General:

a. When the Contractor is working in hazardous areas, it shall arrange for its own gas detection service as specified in Subsection B(2), below. The term "gas detection service" shall refer to either a subcontracted gas monitoring service or the Contractor's own personnel performing such services, as applicable.

b. Prior to starting any Work in hazardous areas, the Contractor shall provide a detailed schedule of the Work to be performed in such areas including estimated dates and durations. The Contractor shall update its schedule weekly until the Work is complete.

c. The Contractor shall notify the DEP Project Manager in writing forty-eight (48) hours in advance of performing Work in hazardous areas.

d. Prior to performing Work under this Section, the Contractor shall submit, for the approval of the DEP Project Manager, a communication protocol detailing

the precise type and sequence of warning signals that the gas detection service will utilize, and specifying the evacuation procedure to be employed, whenever a hazardous condition occurs.

2. Contractor's Gas Detection Monitoring:

a. The Contractor shall comply with either (i) or (ii), below:

i) Arrange and have available the services of an experienced gas detection service to determine that a safe and gas-free atmosphere exists in all hazardous areas in which Work is to be performed and constantly monitor and certify the safety of such areas while Work is being performed there; or

ii) Furnish its own equipment and staff to perform the gas monitoring. If the Contractor wishes to exercise this option, all provisions of this Specification concerning gas monitoring shall be met and followed in their entirety. Qualifications of the Contractor's staff shall be submitted to the DEP Project Manager for approval prior to the performance of any gas monitoring. Acceptance of such qualifications by DEP shall not relieve the Contractor of its safety responsibilities, nor its responsibility of compliance with all provisions of the Specifications.

b. Qualifications of Gas Detection Service and Employees. The gas detection service or its principals or the Contractor's staff proposed to perform the monitoring shall have sufficient training in the monitoring of toxic and flammable gases. The gas detection service shall provide continuous services with staffing commensurate with the requirements of the Work being performed until the completion of the Contract. DEP shall have the right to interview and review the qualifications of all personnel employed or retained by the gas detection service.

c. The Contractor shall ensure that the gas detection service complies with the Law applicable to the performance of its services under this Section and that it secures all licenses and permits, if any that are necessary for the performance of its duties.

d. DEP may at all times monitor the services of the gas detection service.

e. The gas detection service shall provide the following services:

i) Site reconnaissance to become familiar with the hazardous areas and surroundings and review of general potentially hazardous conditions in the Work areas;

ii) A gas detection survey to determine the concentration of: (a) oxygen (in percent); (b) hydrogen sulfide (in parts per million); and (c) combustible gases, particularly methane (in percent), at all hazardous areas;

iii) Periodic review of the Contractor's gas detection safety/work plan to ensure a safe work environment is maintained, and review, recommendations for, and acceptance of the proposed utilization of equipment and tools by the Contractor;

iv) Written verification of the calibration and proper operation of the gas detection instruments, every Work day upon starting the gas detection before the Contractor starts Work;

v) Written verification of safe conditions in all hazardous areas every Work day, upon completion of instrument calibration and before the Contractor starts Work;

vi) Continuous monitoring of permit required hazardous areas with logging of readings in the areas every thirty minutes, emphasizing those locations where a hazardous condition is more likely to occur, and determination of whether a given area is safe to perform Work in;

vii) Determination of the conditions required to render a given area safe to perform Work in;

viii) Notification to the Contractor as to whether all hazardous areas have been found safe to work in;

ix) If, at any time during the Work day, the gas detection service detects the presence of methane at a concentration of at least ten percent (10%) Lower Explosive Limit (LEL) and/or hydrogen sulfide at a concentration of five (5) parts per million (ppm), declaration of a warning condition and the immediate notification of the Contractor, the responsible DEP official in charge of the Work Site, and the DEP Project Manager by radio, facility telephone system, if available, or in person;

x) If, at any time during the Work day, the gas detection service detects the presence of methane (or any other combustible gas identified as a Site hazard in this Contract) at a concentration equal to or greater than twenty percent (20%) LEL and/or identifies an oxygen concentration of nineteen and a half percent (19.5%) or less and/or detects hydrogen sulfide at ten (10) ppm or greater, the Contractor shall declare a hazardous condition and perform of the following actions: (1) sound a portable air horn to warn all personnel that an unsafe condition exists; (2) notify the Contractor, the responsible DEP official in charge of the Work Site and the DEP Project Manager by radio communication, facility telephone system, if available, or in person that a hazardous condition has been declared; (3) notify all DEP and other vendors' personnel in the

potentially affected areas to immediately evacuate the area at twenty percent (20%) LEL methane or ten (10) ppm hydrogen sulfide and discontinue further air monitoring until an expert in fire and explosion prevention, provided by the gas detection service, has assessed conditions, developed and implemented a plan to return the atmosphere to below ten percent (10%) LEL methane or five (5) ppm hydrogen sulfide and determined that personnel can safely resume operations in the area; and (4) equip all personnel of the gas detection service who are brought in and remain in the area to assist, with air supplying apparatus in accordance with OSHA requirements and ensuring that monitoring for oxygen, hydrogen sulfide, and methane levels shall continue while any such personnel remain in the area;

xi) When the gas detection service determines that a hazardous condition no longer exists, provision of notice by radio, facility telephone system, if available, or in person to the Contractor, the responsible DEP official in charge of the Site and the DEP Project Manager; and

xii) Provision of all required gas detection equipment in sufficient quantities (with backups), including, but not limited to, a gas meter (Gas Tech Model No.GX-2009 portable multi gas detector or approved equal), test instruments, sampling lines, safety lines, harnesses, protective clothing, explosion-proof lighting, radios, air horns and any other necessary items.

f. Notices and Reports: The gas detection service shall prepare and submit the following notices and reports:

i) Notice of Unsafe Atmosphere. This written notice shall be prepared on-site when a hazardous condition is detected and immediately after all notifications required under Subsection (e)(x), above, have been completed. The notice shall specify the type(s) and concentration(s) of gas(es) detected, the nature of the gas hazard and the location where and the time when the hazard has been detected. The Contractor shall present this notice to the DEP Project Manager immediately after being completed.

ii) Notice of Safe Atmosphere. When a previously determined hazardous condition has been eliminated, and immediately after completing the notifications required under Subsection (e)(xi), above, the gas detection service shall prepare and deliver a written notice of safe atmosphere to the DEP Project Manager. This notice shall state why or how the gas hazard previously determined has been eliminated. This notice shall also indicate the equipment, tools, etc. that can safely be used in that particular area.

iii) Daily Log Report. For permit required confined spaces, the gas detection services shall update this report hourly and use this report to document

overall atmospheric condition. The Contractor shall cause its gas detection service to submit its daily log report to the DEP Project Manager on a daily basis. The daily log report must detail any observed unsafe procedures followed by the Contractor and its Subcontractors performing Work at the Site.

iv) Copies of Materials and Reports. The gas detection service shall provide sufficient copies of materials, including such prints and copies of reports, as may be needed for conferences with DEP and representatives of other agencies as may be involved with the project and shall attend conferences relative to the project as required by DEP.

g. The services of the gas detection service shall be performed in strict accordance with the Contract Documents. There shall be no separate payment for the provision of these services.

D-1.22 HOT WORK OPERATIONS:

Hot work operations shall include, but are not limited to, grinding, welding, burning, cutting, heating, brazing, soldering, similar activities that generate significant heat and the use of any spark-generating tool. All hot work shall be performed in accordance with the OSHA standards set forth in 29 CFR 1910, Subpart Q and 29 CFR 1926, Subpart J, as well as with the National Fire Protection Association Fire Code, Section 51B and DEP's Hot Work Policy (a copy of which is attached as Exhibit E).

The Contractor shall complete latest version of DEP's Hot Work Permit form prior to any hot work operation. The Contractor is fully responsible for regulatory compliance in these areas, in accordance with DEP's contractor safety procedures and the Law.

The Contractor shall provide trained fire watch personnel any time hot work is done, and the fire watch shall remain in the area thirty (30) minutes after hot work is complete. The Contractor shall submit all appropriate FDNY Certificates of Fitness for persons performing fire watch duties and persons performing torch work, review DEP's Hot Work Policy and complete the Contractor's Certification found in the DEP Hot Work Policy, confirming that a qualified officer of the Contractor has read, understands and will comply with the DEP Hot Work Policy. All documentation must be provided prior to the performance of any hot work at the Site.

D-1.23 DISPOSAL OF WASTE MATERIALS:

All waste materials, parts and equipment resulting from the Work under this Contract that are not scheduled for reuse or stockpiling shall become the property of the Contractor and shall be suitably disposed of off-Site in accordance with all applicable Laws, unless otherwise directed by the DEP Project Manager. Such disposal shall be performed as promptly as possible after removal of the material and shall not be left until the final period of clean-up.

The Contractor shall dispose of construction and demolition waste by recycling methods in accordance with the Administrative Code of the City of New York Sections 16-305 through 16-307 and the City Department of Sanitation's "Rules Establishing Recycling Requirements for Private Carter Collected Waste" currently codified at the latest version of Title 16, Section 1-10 of the Rules of the City of New York. Waste materials that must be recycled include concrete, metals, rock and earth. In addition, the Contractor shall arrange for recycling of disposed untreated wood (scrap wood, pallets, etc.), green wood (stumps and tree parts), asphalt, brick and concrete block. The Contractor shall separate all materials to be recycled from normal refuse, in accordance with the rules of the Department of Sanitation. Refuse and material not required to be recycled shall be disposed of by the Contractor. Proof of compliance, such as waste receipts, landfill manifests, etc. shall be submitted with each payment request.

D-1.24 REGULATED AND HAZARDOUS MATERIAL:

The Contractor acknowledges that the following regulated and/or hazardous materials are present within the Site and will require special handling and other safeguard measures in order to minimize exposure hazards to individuals at the Site and prevent environmental impacts to offsite areas.

Because DEP's initial investigation of the Site was limited to accessible areas, the Contractor acknowledges that additional regulated and/or hazardous materials may be discovered as the Work progresses. Regulated and hazardous materials typically include:

- Asbestos containing materials such as pipe gaskets, insulation, ceiling tiles, floor tiles/mastic, roofing, fire-proofing, window caulking, etc.
- Lead in paint, pipe joint material, piping, coating on electrical wires, etc.
- PCBs in paint, fluorescent light ballasts/capacitors, transformers, large capacitors, coolants (fluids), hydraulic fluids, heat transfer fluids, etc.
- Mercury in paint, lighting (fluorescent, mercury vapor, ultra-violet), thermostats, barometers, thermometers, electrical switches, relays, etc.

The Contractor shall, as directed by the DEP Project Manager and on an as-needed basis, provide the following services to properly address any additional regulated and/or hazardous materials that may be discovered during the Work: Investigation, sampling, lab analysis, planning, removal, transportation, and/or disposal Work.

The Work under this Section shall be performed in accordance with the Law, including, but not limited to, applicable federal, State and local codes, rules and regulations promulgated by the OSHA, USEPA, NYSDOH, NYSDEC and DEP. Investigative Work shall include, but not be limited to, regulatory review, sampling and analysis and document review and shall be performed by a safety professional who (a) is a Certified

Industrial Hygienist credentialed by the American Board of Industrial Hygiene or (b) possesses equivalent qualifications, as determined by the DEP Project Manager, and has five (5) years of experience in this field. All samples shall be taken in the presence of the DEP Project Manager by individuals or entities that have the appropriate training, licenses and certifications. Laboratories used by the Contractor shall be New York State certified and National Environmental Laboratory Accreditation Program (NELAP) accredited for the analysis to be performed. The Contractor shall dispose of all removed materials at facilities authorized to receive such materials. The Contractor shall maintain documentation of each disposal and all relevant signed manifests.

For Unit Price Work, the cost for all Work performed with regard to the materials initially discovered and described in this Section shall be included in the Contractor's Unit Prices. Any additional costs due to additional materials that are discovered during the performance of the Contract, such as safety professional services (including investigation, reports, and any incidental work), sampling, laboratory analysis and removal and disposal of Regulated/Hazardous Materials, shall be paid out of an allowance item included on the Bid Schedule of Prices for Equipment and Services, in accordance with D-2.15(A)(3). No Work shall be performed under this allowance unless authorized by the DEP Project Manager. Work under the allowance shall be performed by one or more Subcontractors approved by the DEP Project Manager. DEP reserves the right to have any or all of the Work described in this Section performed by others.

D-1.25 CLEAN-UP:

At the end of each Work day, and at the final completion of all Work, the Contractor shall remove all rubbish and excess materials resulting from its Work and shall leave the area in a condition satisfactory to the DEP Project Manager and the DEP official in charge of the Site. All disturbed structures, equipment and appurtenances shall be restored to the satisfaction of the DEP Project Manager. Any damage caused by the Contractor as a result of its Work shall be repaired at the Contractor's expense, in accordance with the provisions set forth in Article 5 of the DEP Supply and Service Contract. All rubbish and excess materials shall be properly disposed of off-Site in accordance with D-1.23, above.

The materials and techniques employed for cleaning shall be approved in writing by the DEP Project Manager prior to being used. In general, corrosive cleaning agents will not be approved. All waste resulting from cleaning shall be disposed of off-Site at the end of each Work day, and at the final completion of all Work, in accordance with D-1.23, above. Sump pit pumps shall not be used for water containing debris and/or any other solid matter, unless otherwise approved by the DEP Project Manager.

D-1.26 OPTION TO RENEW / PRICE ADJUSTMENT:

If DEP exercises any option to renew, as set forth in Schedule "A," all terms and conditions of this Contract shall apply throughout any renewal period, except that for

Work performed during the renewal period, the Contractor will be paid based on new, adjusted prices as set forth in this Section.

The Contractor's original Unit Prices and Hourly Bid Rates on its Bid Schedule of Prices shall be adjusted as follows and the new prices shall become effective on the first day of the renewal period. The adjustments shall be calculated based on the preceding twelve (12) month average of the U.S. Producer Price Index (PPI) for Nonresidential Building Maintenance and Repair (Series Id. No. PCU2381MR2381MR), as presently published by the United States Department of Labor, Bureau of Labor Statistics or if such index is discontinued, any substitute index mutually agreed upon by DEP and the Contractor. The adjustment shall be calculated as set forth in the following example:

A: Original Unit Price or Hourly Bid Rate = $40.00 per hour

B: Arithmetic average of the PPI for the twelve (12) months preceding the month in which the original Contract term commenced = 126.0

C: Arithmetic average of the PPI for the twelve (12) months preceding the month in which the renewal Contract term commences = 127.3

D: Adjusted Price (effective on the first day of the renewal period)
Calculation: $D = A \times [C \div B] = \$40.00 \times [127.3 \div 126.0] = \$40.41$ per hour

No cost factors will be adjusted upon renewal.

D-1.27 PAYMENTS:

Invoices shall be submitted electronically using PASSPort or as directed by the DEP Project Manager. Additionally, if directed by the DEP Project Manager the Contractor shall also submit hard or digital (e.g., email, thumb drive, CD) copies of payment requests. Payment shall be based on the Bid Schedule of Prices for the Work completed during the payment period, except as otherwise specified. Payment periods shall cover a minimum of one (1) month but no more than three (3) months, unless approved by the DEP Project Manager. The Contractor shall submit a minimum of one (1) payment request every three (3) months, unless no Work was performed.

Each payment request shall include, but may not be limited to, the back-up items listed below, if applicable, for the Contractor and any Subcontractors, manufacturers, vendors and Suppliers:

- Summary of Work covered by the request;
- Daily Service Report;
- Back-up payment information (e.g., Work Orders, cost estimates, Work Order close-out reports, paid invoices, canceled checks, etc.);
- Copies of certified timesheets; and
- Copies of certified payroll reports.

The Contractor shall submit additional back-up documentation as requested by the DEP Project Manager. The organization of the payment request is subject to revision by the DEP Project Manager.

DIVISION NO. 2 - SPECIFIC PROVISIONS

D-2.1 WORK INCLUDED:

The Contractor shall provide Preventive Maintenance, Inspection, Testing, Field Repair, and Manufacturer Services on the fire alarm systems and fire protection systems at two DEP facilities, as described below. Prior to conducting any test or procedure that could result in activation of an alarm, the central station monitoring company for the applicable location shall be notified to take the fire alarm system offline and shall be contacted again after such tests or procedures are concluded to bring the system back online. The DEP Project Manager shall provide all available plans, drawings, and operation & maintenance manuals for this equipment to the Contractor, if requested. The Contractor shall adhere to all manufacturer recommendations and the latest version of NYC Fire Code, Standard NFPA 25 (2023 version) and NFPA 72 (2025 version) during the performance of Work, as applicable.

A. PREVENTIVE MAINTENANCE:

The Contractor shall furnish all the necessary labor, parts, materials and equipment for performing Preventive Maintenance, as directed by the DEP Project Manager and as described in these Specifications and D-2.15(B). An anticipated Preventive Maintenance, Inspection, and Testing schedule is provided in Exhibit B. This schedule is for bidding purposes only and is subject to change at the discretion of the DEP Project Manager.

Preventive Maintenance shall be performed in accordance with all the applicable Law and as described in these Specifications. The DEP Project Manager or his or her designee may witness the Preventive Maintenance if he or she so chooses.

Equipment will be placed out of service by DEP personnel, as described in D-1.1(B). The Contractor shall perform all applicable Preventive Maintenance tasks in accordance with the OEM maintenance guidelines for that equipment. The Contractor shall notify the DEP Project Manager in writing if a task is not applicable.

Upon the completion of each performance of Preventive Maintenance, the Contractor shall make arrangements with the DEP Project Manager to have the equipment placed back into service in the presence of the DEP official in charge of the Work Site and the DEP Project Manager or his or her designee(s). The Contractor shall furnish a Preventive Maintenance Report containing all appropriate information including, but not limited to, any comments as to the equipment's operation, recommended additional repairs, etc.

If during the Preventive Maintenance, the Contractor identifies certain repair Work that falls outside the scope of the Preventive Maintenance but is required to return the equipment back into service, the Contractor shall immediately stop the Preventive Maintenance and notify the DEP Project Manager. Upon completion of the Work estimation process described in D-2.7 and upon written approval by the DEP Project

Manager, the Contractor shall perform all repair Work. All documentation (e.g., timesheets, payroll reports, invoices, etc.) for repair Work shall be recorded separately and submitted by the Contractor with each payment request. Upon completion of the repair Work, the Contractor shall complete the Preventive Maintenance. The Contractor shall not invoice for Work performed as repair Work that is included and compensated under the scope of Preventive Maintenance.

The Contractor shall submit a complete Preventive Maintenance report to the DEP Project Manager within five (5) business days or as otherwise described in these Specifications. The format of the report shall be subject to the approval of the DEP Project Manager. Revisions shall be made as deemed necessary by the DEP Project Manager.

B. INSPECTIONS AND/OR TESTING:

The Contractor shall furnish all necessary labor, parts, materials and equipment for performing Inspections and/or Testing of the equipment, as directed by the DEP Project Manager and as described in these Specifications and D-2.15(B). An anticipated Preventive Maintenance, Inspection and Testing schedule is provided in Exhibit B. This schedule is for bidding purposes only and is subject to change at the discretion of the DEP Project Manager.

The Contractor shall perform all Inspections and/or Testing in accordance with all applicable Laws. The DEP Project Manager or his or her designee, may witness the inspection and/or tests, if he or she so chooses.

If, as a result of the Inspections and/or Testing, the equipment is found to have deficiencies, the equipment will be given an unsatisfactory rating. The Contractor shall immediately give notice of the deficiency to the responsible DEP official in charge of the Work Site and the DEP Project Manager.

The Contractor shall submit a complete Inspection and/or Testing report to the DEP Project Manager no later than five (5) business days after each inspection or testing or as otherwise described in these Specifications. The format of each report shall be subject to the approval of the DEP Project Manager. Revisions shall be made by the Contractor as deemed necessary by the DEP Project Manager.

C. FIELD REPAIR WORK AND SERVICES:

The Contractor shall furnish all necessary labor, parts, materials and equipment for Field Repair Work as described in these Specifications and D-2.15(C). The request for field repair work will be initiated by a Work Order issued by the DEP Project Manager. The Work Order will provide a general description of the required Work. The Contractor shall inspect, test, and troubleshoot the equipment, including disassembly as necessary, to diagnose the problem. Upon completion of the diagnosis, the Contractor shall immediately notify the DEP Project Manager of the corrective action required to return the equipment to service. This Work shall include, but not be limited

to, the replacement of defective mechanical and electrical components, or upgrading of components. The Work shall be performed as directed by the DEP Project Manager and no Work shall be performed without the prior written consent of the DEP Project Manager including, as applicable, in accordance with the estimate procedures described in D-2.7. The Contractor shall submit a Daily Service Report to the DEP Project Manager at the end of each day of service, as described in D-2.11.

Upon completion of the repair, the Contractor may be required to perform inspections and/or tests on the affected equipment to ensure conformance, as per NFPA 25 Section 5.5 *Sprinkler Systems, Component Action Requirements*. Inspections and operational tests performed as a result of component adjustment, repair, recondition, or replacement, shall be paid as Field Repair Work, unless the DEP Project Manager directs the Contractor to perform a Unit Price Item established in D-2.15(B) to ensure conformance.

D. SHOP REPAIR WORK:

NOT APPLICABLE

E. MANUFACTURER SERVICES:

If requested by the DEP Project Manager, the Contractor shall engage the services of the equipment/material manufacturer(s) to perform on-site Work. Unless explicitly stated elsewhere in the Contract, DEP shall compensate the Contractor for Manufacturer Services based on the actual and reasonable costs of the services to be provided by the OEM or its approved vendor, multiplied by the Contractor's cost factor entered on the Bid Schedule of Prices for this service. The cost factor shall not apply to any costs related to travel, meals or lodging.

The Contractor shall submit an itemized invoice for the Manufacturer's Services. Costs and expenses related to travel, if any, must be separately itemized. DEP will compensate the Contractor for travel performed by the manufacturer, in accordance with normal travel allowances paid by the City of New York for its own employees, as provided in Comptroller's "Directive No. 6, Travel, Meals, Lodging, and Miscellaneous Agency Expenses" (December 30, 2016 version or later) or any City document that replaces such Directive.

The manufacturer's representatives performing Manufacturer's Services shall be a direct employee of the equipment manufacturer, or a manufacturer approved vendor, with at least three (3) years' experience in the installation, testing and start-up of equipment of the type to be serviced under this Contract.

The manufacturer's representative services shall include, but not be limited to, the following: check the installation during and before the equipment is placed into operation, assist in the performance of field tests and start-up of equipment, investigation and trouble-shooting, submittal of detailed reports, etc. Prior to acceptance by DEP, the Contractor shall submit a certification letter by each major

equipment manufacturer stating that the equipment was installed pursuant to the manufacturer's recommendations.

F. THIRD PARTY SHOP SERVICES:

In the event shop Work is necessary by a third party vendor or manufacturer in its own shop, DEP will compensate the Contractor for such services out of the Equipment and Services allowance, in accordance with the provisions set forth in D-2.15(A)(3). The Contractor will provide an estimate and be paid based on actual time and parts and materials costs, including, but not limited to, transportation costs to and from the shop. Certified copies of timesheets and paid invoices for parts and materials utilized in Third Party Shop Work shall be submitted with the partial payment requests.

G. STANDBY SERVICES AND OPERATION:

NOT APPLICABLE

D-2.2 WORKING HOURS:

A. GENERAL WORKING HOUR PROVISIONS:

"Normal Operation Hours" are defined as 7:00 AM to 3:00 PM on Mondays through Fridays, exclusive of holidays. Holidays include the following: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

"Off Hours" are defined as 3:00 PM to 7:00 AM on Mondays through Fridays, on the holidays listed above and on weekends. The Contractor shall provide a minimum of thirty (30) minutes of mealtime break to all employees working more than six (6) hours at a location. The Contractor shall not make payment requests to DEP for its employees' mealtime breaks.

B. WORKING HOUR PROVISIONS RELEVANT TO HOURLY BID RATE WORK:

For Hourly Bid Rate Work, if the Contractor wishes to perform Work during Off Hours, but at the Normal Operation Hours rate, it may do so with the verbal and/or written approval of the DEP Project Manager and/or the responsible DEP official in charge of the Work Site. If Work during Off Hours and at the Off Hours rate becomes necessary, the Contractor shall obtain advance written approval from the DEP Project Manager prior to beginning Off Hours Work.

For Hourly Bid Rate Work, the Contractor will be paid only for actual and reasonable hours worked at the Site, unless otherwise specified in this Contract. If a Contractor schedules the performance of Work at two (2) or more locations on the same day, the Contractor may not invoice DEP for travel time between these locations. If the DEP Project Manager directs a Contractor to leave a scheduled location to perform non-

scheduled Work at another location, travel time between these locations shall be charged at the lowest applicable Hourly Bid Rates for the labor rates of the worker(s). All other associated costs (e.g., tolls, gas, etc.) with this travel time will not be paid for by DEP.

D-2.3 WORK ORDER PROCEDURE:

The DEP Project Manager will notify the Contractor by telephone and/or email that a service call is required. The DEP Project Manager will follow up by issuing a Work Order which will identify the Site location, type of Work Order, equipment and/or the nature of the problem.

DEP may cancel a Work Order at any point. If DEP cancels a Work Order, DEP is not required to compensate the Contractor for Work performed after notice of the Work Order cancelation; however, DEP will compensate the Contractor for Hourly Bid Rate Work for (1) any labor performed prior to notice of Work Order cancelation; and/or (2) parts and materials necessary for the Work Order that the Contractor ordered from a supplier prior to notice of Work Order cancelation and that have been delivered to the Site. Compensation for parts and materials for canceled Work Orders will be paid in accordance with the provisions set forth in D-2.8(B), below. For Unit Price Work, DEP will compensate the Contractor as described above in this paragraph, up to 90% of the value of the Unit Price item as determined by DEP.

If, upon arrival to the Site, the Contractor is informed by DEP that the scheduled Work Order cannot be performed due to the unavailability of equipment, DEP is not required to compensate the Contractor for any cost incurred travelling to and from the Site or for time at the Site.

D-2.4 EMERGENCY CONTACT:

The Contractor shall maintain a twenty-four (24) hour, seven (7) day a week service/emergency "call in line" utilizing a NYC area code or a toll free telephone that is staffed by technically qualified personnel.

D-2.5 CONTRACTOR RESPONSE TIMES:

A. STANDARD RESPONSE:

For the purposes of arriving at the Site in order to conduct Work and/or a cost estimate for Work pursuant to D-2.7, the Contractor's response time shall be in accordance with the response times described below, in D-2.5(C). If there is a delay, the cause of the delay shall be substantiated to the satisfaction of the DEP Project Manager.

B. EMERGENCY RESPONSE:

In the event Work or a cost estimate for Work is designated as an emergency by DEP, the Contractor shall arrive at the Site within four (4) hours of receiving a service call from DEP. For Work performed under an emergency call, the Contractor will be paid a premium rate of ten percent (10%) over the applicable Hourly Bid Rates entered in the Bid Schedule of Prices for up to the first eight (8) hours of Work, after which the payment shall be based on the un-escalated Hourly Bid Rates. Similarly, DEP will escalate compensation for Unit Prices included in the Bid Schedule of Prices by ten percent (10%) for Unit Price Work initiated during the first eight (8) hours of an emergency response. DEP shall not provide any additional compensation under this Contract for emergency response services other than as described above.

C. TABLE OF RESPONSE TIMES:

Arrival at Work Site	
Regular Work Order *Issued between 7:00 AM and 3:00 PM Monday through Thursday*	Between 7:00 AM and 11:00 AM the next business day
Regular Work Order *Issued after 3:00 PM Monday through Thursday*	Between 11:00 AM and 3:00 PM the next business day
Regular Work Order *Issued any time on Friday*	Between 7:00 AM and 11:00 AM the next business day
Emergency Work Order *Issued any time*	Within four (4) hours of receiving a Work Order and/or phone call from the DEP Project Manager or designee

D-2.6 CONTRACTOR STAFFING:

The Contractor shall have adequate staffing at all times during the term of the Contract to simultaneously perform, on a daily basis, Field Repair Work and Services on two (2) separate Work Orders and/or Sites. The Contractor shall, in response to a Work Order, dispatch a crew consisting of no more than two (2) workers, consisting of at least one (1) full title tradesperson. If the Contractor determines that additional workers are required, the Contractor shall notify the DEP Project Manager and receive written approval prior to dispatching the additional workers to the Site.

In addition, the Contractor shall have a minimum of one (1) crew designated to perform Preventive Maintenance. The DEP Project Manager may request the Contractor to staff additional crews for Preventive Maintenance if, in his or her discretion, he or she deems that the Contractor is unable to maintain an adequate Preventive Maintenance Schedule.

In addition, the Contractor shall have a minimum of one (1) crew designated to perform Inspections and/or Testing. The DEP Project Manager may request the Contractor to staff additional crews for Inspections and/or Testing if, in his or her discretion, he or she deems the Contractor is unable to maintain an adequate Inspections and/or Testing Schedule.

The Contractor shall designate a Superintendent who shall be responsible for the oversight, completion, and quality of Work for the duration of the Contract. The Superintendent shall be DEP's single point of contact for the coordination of Work, except for the emergency 'call in line' described in D-2.4, and shall be responsible for receiving and managing the implementation of all directions of the DEP Project Manager during Normal Operation Hours, as defined in D-2.2.

The Contractor shall designate an Impairment Coordinator to maintain all required records for all Work performed. The Impairment Coordinator shall also be available for FDNY Inspections, as required.

D-2.7 COST ESTIMATES:

Cost estimates shall be based on (a) Hourly Bid Rates entered in the Bid Schedule of Prices for Work performed during Normal Operation Hours; (b) Hourly Bid Rates entered in the Bid Schedule of Prices for Work performed during Off Hours; (c) Unit Price items set forth in D-2.15(B); (d) Allowance items set forth in D-2.15(D); (e) Cost Factor Items set forth in D-2.15(E); and (f) any other basis of compensation set forth under this Contract.

The Contractor shall not invoice DEP for any efforts, materials or other expenses used in preparing cost estimates.

For Hourly Bid Rate Work, payment for parts and materials actually used during Work shall be made out of a Parts and Materials Cost Factor Item in the Bid Schedule of Prices, as set forth in D-2.15(E). The total amount of the payment for each Work Order shall not exceed the original, approved cost breakdown unless additional costs are specifically authorized by the DEP Project Manager in advance of the additional Work being performed.

If the Contractor and the DEP Project Manager fail to come to an agreement on the number of hours required or, if in the opinion of the DEP Project Manager, the price breakdown supporting the Contractor's cost estimate is otherwise not fair and reasonable, DEP reserves the right to have the Work performed by others.

Cost estimates shall include, but may not be limited to, the following information:

- Facility;
- Basic device information including make, type, capacity, and location of the applicable device within the facility;
- DEP Work Order number;
- Date the estimate was sent to DEP;
- A detailed breakdown of all parts and materials needed with price information including lead-times;
- An estimate of the labor-hours that will be required; and

- An estimated completion date. The Contractor shall provide a good faith estimated completion date taking into account parts and materials lead times and scheduling of its work force. The Contractor shall calculate each estimated completion date anticipating next-day DEP approval of the cost estimate. DEP may reject cost estimates submitted without an estimated completion date.

A. FIELD REPAIR WORK:

Upon arrival at the Site after receiving a service call request from the DEP Project Manager, the Contractor shall evaluate the required Work, estimate the total (labor and material) repair cost using the applicable Hourly Bid Rates, Unit Prices, Allowances and Cost Factor Items set forth on the Contractor's Bid Schedule of Prices. If the total estimate for the Work is less than or equal to $5,000, the Contractor shall proceed with the Work after receiving written approval from the DEP Project Manager. The Contractor shall submit a complete cost estimate to the DEP Project Manager within five (5) business days. If the total estimate for the Work is greater than $5,000, the Contractor shall suspend Work at the location and submit to the DEP Project Manager a detailed cost estimate and Work schedule. The time spent at the Site for the initial visit to evaluate and estimate the cost of Work valued at more than $5,000 may be included as part of the cost estimate. The detailed schedule shall include the time to receive any necessary parts and permits as well as the number of days to complete and test the equipment in the Work Order. The format of the cost estimate and detailed schedule is subject to revision by the DEP Project Manager.

Upon receiving cost estimate approval from the DEP Project Manager, the Contractor shall begin Work in accordance with the approved schedule.

B. SHOP REPAIR WORK:

NOT APPLICABLE

C. OTHER CONTRACT WORK:

At the discretion of the DEP Project Manager, cost estimates may be requested for other Work not described above in this Section.

D-2.8 PARTS AND MATERIALS:

A. GENERAL PARTS AND MATERIALS PROVISIONS:

1. The Contractor shall furnish and install all the necessary parts and materials to perform Work under this Contract. By furnishing parts and materials, in addition to the warranties set forth in Article 17 of the Supply and Service Contract, the Contractor warrants that such parts and materials:

   - are the OEM's parts and materials, unless otherwise specified;
   - have been purchased from an authorized distributor; and

- are fit for their intended purpose and function.

2. The Contractor shall have all parts and materials delivered by a commercial carrier with regularly scheduled service and the capacity to deliver the parts and materials safely. The Contractor shall not invoice DEP for freight or shipping costs for parts and materials necessary for the performance of Unit Price items, unless the DEP Project Manager instructs the Contractor in writing to deliver a part or material using a freight or shipping option other than the least costly option available. Where the DEP Project Manager makes such an instruction, DEP will provide additional compensation to the Contractor for the difference between the lowest freight or shipping option and the actual freight or shipping option that the DEP Project Manager instructed the Contractor to use. Where a Unit Price item explicitly specifies a shipping or freight option other than the least costly option available, this difference will be calculated as that between the specified freight or shipping option and the actual freight or shipping option that the DEP Project Manager instructed the Contractor to use. The Contractor shall not apply the Parts and Materials cost factor to any freight or shipping costs. Additional freight or shipping costs will be compensated under the Parts and Materials Cost Factor Item.

B. PARTS AND MATERIALS PROVISIONS APPLICABLE TO NON-UNIT PRICE COMPENSATION:

1. The Parts and Materials Cost Factor Item on the Bid Schedule of Prices will be used for the purchase of parts and/or material not included in a Unit Price item described in D-2.15(B). The bidder shall include in its bid a cost factor by which the prices for manufacturer's parts and materials will be multiplied. If no discount or mark-up will be applied, insert "1.0" as the cost factor. If a discount or mark-up will be applied, insert the cost factor in decimal points. (For example: a 5% discount is a cost factor of 0.95, a 5% mark-up is a cost factor of 1.05.)

2. Payment will be made only for the parts and materials that were authorized for use by the DEP Project Manager. Payment for OEM parts and materials shall be based on the actual and reasonable invoice price from either the OEM or the OEM's approved vendor or distributor, multiplied by the cost factor. Upon request by the DEP Project Manager, the Contractor shall submit backup documentation for parts and materials including, but not necessarily limited to, canceled checks, OEM list prices and vendor billing statements.

3. In the event an OEM part and/or material is not available, there is no OEM approved vendor or the DEP Project Manager, at his or her discretion, chooses to use a non-OEM part and/or material, the Contractor shall solicit and submit to the DEP Project Manager, a minimum of three (3) independent price quotes for the item. If a total of three (3) independent quotes are not available, the Contractor shall provide a written explanation to the DEP Project Manager. The lowest, reasonably priced quote shall be used unless otherwise determined by the DEP Project Manager. DEP may request additional quotes if a supplier is

not acceptable. For these parts and materials, the Contractor will be paid based on the actual and reasonable invoice price plus ten percent (10%) for overhead and profit. The cost factor shall not be applied. Certified copies of paid invoices for these items shall be submitted with the partial payment requests. Unless otherwise directed by the DEP Project Manager, non-OEM parts and materials of a value less than $300 per unit are exempt from the three (3) independent price quote requirement.

4. For non-Unit Price item Work, unless otherwise directed by the DEP Project Manager in writing, the Contractor shall use the least costly freight or shipping option from a commercial carrier with regularly scheduled service and the capacity to deliver the parts and materials safely. The Contractor shall not apply the Parts and Materials cost factor to any freight or shipping costs. Freight or shipping costs will be compensated under the Parts and Materials Cost Factor Item.

D-2.9 IDENTIFICATION OF UNUSABLE EQUIPMENT:

If it is determined by the Contractor and confirmed by the DEP Project Manager that equipment that was to be repaired under Field or Shop Repair Work, cannot be repaired and returned to DEP in fully usable condition, the Contractor shall provide written notification of such determination to the DEP Project Manager. The Contractor shall securely affix a sign to the equipment that reads "Out of Service – Do Not Use." The Contractor shall wrap yellow caution tape around larger equipment. Upon return of such equipment to DEP, the Contractor shall provide a report to be signed by the Contractor and the responsible DEP official in charge of the facility that clearly states the equipment was not repaired, is not in usable condition and should not be returned to service.

D-2.10 INSPECTION OF COMPLETED WORK:

Upon completion of each Work Order, the Contractor shall notify the DEP Project Manager that the Work is complete and available for inspection. The DEP Project Manager or his or her designee, in his or her discretion, may perform an inspection of the completed Work. Upon satisfactory completion of the inspection by the DEP Project Manager or his or her designee, the DEP Project Manager or his or her designee and the Contractor shall each sign off on a Service Report in the form described in the Contractor's Reporting Requirements, furnished and completed by the Contractor. Unless otherwise described in these Specifications or directed by the DEP Project Manager, the Work on the equipment shall be deemed complete upon DEP's acceptance of the Work.

For Field Repair Work and Service, the Work will be deemed accepted by DEP at the end of a twenty-four (24) hour period of problem-free operation following the inspection.

D-2.11 CONTRACTOR REPORTING REQUIREMENTS:

A. DAILY SERVICE REPORT:

The Daily Service Report form provided by the Contractor shall be submitted on a form approved by the DEP Project Manager. The format of the reports shall be subject to the approval of the DEP Project Manager. The Contractor shall make revisions to each submission as deemed necessary by the DEP Project Manager. The reports shall include, but may not be limited to, the following information:

- The name of the Contractor, contact person and phone number;
- The Contract number, name and phone number of the DEP Project Manager;
- The name and address of the location of the Work Site;
- The Work Order number that initiated the Work;
- Location of the inspected/tested/maintained/repaired unit of equipment within the Site;
- Unit identification number;
- Area(s) that the unit is servicing;
- Type, manufacturer, model and serial number of the unit;
- Summary of Work performed;
- The name(s) and title(s) of the employee(s) that performed the Work and the date(s) and time(s) that the Work was performed;
- Parts and materials used in Work, with invoice or receipt number;
- Certification statement that the Work listed in the summary was performed in accordance with the Work Order and Contract Specifications, with provisions for the Contractor's printed and signed name(s); and
- Provisions for DEP personnel printed and signed name(s).

The Daily Service Report shall be submitted to the DEP Project Manager or his or her designee at the end of the Workday, even if the Work has not been completed.

Daily Service Reports for the inspection, testing, and maintenance (ITM) of the sprinkler, standpipe, and/or fire pump systems shall include a checklist corresponding to the steps described in Exhibit F for the ITM Item performed, with a clear description of all valves/devices/parts of the fire protection system that were inspected, tested, or maintained.

Daily Service Reports for the inspection and testing of the fire alarm system shall include a checklist corresponding to the steps described in Exhibit F for the ITM Item performed, with a clear description of all Fire Alarm devices (including associated zones and signal types) which were inspected or tested.

B. FIRE PUMP TEST REPORT:

Following performance of the Annual Fire Pump Inspection, Testing, and Preventive Maintenance Item, the Contractor shall submit a test report as described in Exhibit F

and detailed in NFPA 25 Section 8.4. The report shall be submitted to the DEP Project Manager within five (5) business days of the test date.

The Contractor shall not make payment requests to DEP for materials consumed or efforts associated with the preparation of Daily Service Reports or Fire Pump Test Reports.

D-2.12 CONTRACTOR MONTHLY MEETING:

NOT APPLICABLE

D-2.13 CONTRACTOR PERFORMANCE INDICATORS:

The table below lists the performance indicators to be used by the Contractor as a guide in achieving task milestones for each Work Order issued by the DEP Project Manager throughout the Contract term. The Contractor's performance evaluation will be based in part upon adherence to the allocated timeframe for each respective task indicated in the table. If the Contractor believes that it cannot meet the milestones below for a Work Order, it shall notify the DEP Project Manager, in writing, with a justification explaining why the milestone cannot be met and provide a new milestone for approval.

	Standard Work Order	Emergency Work Order
Response Time	As set forth in D-2.5(C)	As set forth in D-2.5(C)
Field Repair and Services – Submit Estimate Greater than $5,000	Within three (3) business days of initial site visit	Within one (1) business day of initial site visit
Third Party Shop Services – Estimate	Within three (3) business days of equipment arriving at Third Party's Shop	Within one (1) business day of equipment arriving at Third Party's Shop

D-2.14 LIQUIDATED DAMAGES:

In addition to Article 8 of the DEP Supply and Service Contract and in accordance with these Specifications, the Contractor shall pay to DEP as liquidated damages the amounts of:

A. $800.00 for each consecutive calendar day, or fraction thereof, of failure to complete Work Order Work, in the time given in the Work Order.

B. $800.00 for each consecutive hour, or fraction thereof, for failure to have a work crew within four (4) hours of receiving an emergency Work Order, at the designated Site ready to perform Work, as described in D-2.5(B) and D-2.6.

D-2.15 METHOD OF PAYMENT:

A. General Payment Methods:

1. For each Unit Price item specified in D-2.15(B), the Contractor shall provide all labor, parts, materials and equipment necessary for completing the tasks described.

   a. Unless otherwise specified, anything necessary to complete the Work associated with the completion of a Unit Price item is deemed included in that Unit Price item.

   b. Unless otherwise specified, the Contractor's Unit Prices include compensation for all overhead and profit. With respect to Unit Price Work, overhead includes but is not limited to:

      i) mobilization and demobilization costs;

      ii) administrative costs (preparation of reports, payment requests, etc.);

      iii) travel costs (fuel, tolls, parking fees, etc.);

      iv) personal costs (telephone, fax, food, etc.);

      v) all tools;

      vi) all equipment;

      vii) all vehicles;

      viii) safety supplies, PPE and protective equipment;

      ix) consumable materials for Contractor equipment and work methods (oil, fuel, propane, batteries, cleaning solutions, penetrants, lubricants, rags, etc.);

      x) permit and license fees; and

      xi) insurance and bonding costs, etc.

   c. DEP will not deduct monies from Unit Price compensation due to the Contractor if a component of the performance of a Unit Price item is deemed by the DEP Project Manager to be not applicable.

2. For Work that falls in the scope of this Contract, as described in D-1.1, that is not specified in any Unit Price item in D-2.15(B) or compensated pursuant to D-2.15(A)(3), below, DEP will compensate the Contractor for its employees' labor based on the Hourly Bid Rates described in D-2.15(C).

   a. Unless otherwise specified, the Contractor's Hourly Bid Rates for labor include:

      i) mobilization and demobilization costs;

      ii) administrative costs (preparation of reports, payment requests, etc.);

      iii) travel costs (fuel, tolls, parking fees, etc.);

      iv) personal costs (telephone, fax, food, etc.);

      v) small tools, which include:

         a) items that are ordinarily required for the performance of the worker's job function and include, but are not limited to, equipment which ordinarily has no licensing, insurance or substantive storage costs associated with it (e.g., chainsaws, impact drills, threaders, benders, wrenches, socket tools, hammers, saws, portable power tools, etc.);

         b) tools of the trade, defined as the type and amount of instruments, tools, equipment, devices and machinery as would be usually used in the normal course and scope of a person's profession, trade or occupation without the use of additional labor; or

         c) any tool with a purchase price of five hundred dollars ($500) or less;

      vi) work vehicles (e.g., work vans, pick-up trucks, etc.) necessary to transport personnel, small tools, other equipment specified under D-2.15(C) and parts and materials, except where the volume or type of transportation significantly exceeds that which is required for the routine course of the Work under the Contract;

      vii) safety supplies, PPE and protective equipment;

      viii) consumable materials for Contractor equipment and work methods (oil, fuel, propane, batteries, cleaning solutions, penetrants, lubricants, rags, etc.);

      ix) permit and license fees;

      x) insurance and bonding costs; and

xi) any other expenses described in D-2.15(C).

b. Unless specified otherwise in D-2.15(C) or (E), DEP will compensate the Contractor for parts and materials necessary to complete Hourly Bid Rate Work out of the applicable Parts and Materials Cost Factor Item described in D-2.8.

c. Unless specified otherwise in D-2.15(C), DEP will compensate the Contractor for the use of equipment other than small tools necessary to complete Hourly Bid Rate Work based on the formula set forth in Article 21(A)(4) and (8) of the DEP Supply and Service Contract. Where there is no specified Hourly Bid Rate associated with labor necessary to operate the equipment, the Contractor will be paid at the appropriate prevailing wage title plus five percent (5%) for overhead and profit. Compensation will be paid out of the Equipment and Services allowance.

3. For Hazardous Materials abatement and removal Work described in D-1.24 and Third Party Shop Work described in D-2.1(F), DEP will compensate the Contractor for its actual and reasonable costs incurred to cause approved Subcontractors to perform such services, plus an additional five percent (5%) to compensate the Contractor for all overhead, including but not limited to, items set forth in D-2.15(A)(2)(a), and profit associated with this Work.

a. For the performance of hazardous material abatement, described in D-1.24 and Third Party Shop Work described in D-2.1(F), the Contractor shall solicit and submit to the DEP Project Manager a minimum of three (3) independent price quotes for the Work. The prospective Subcontractor submitting the lowest, reasonably priced quote shall be used upon written approval by the DEP Project Manager. The DEP Project Manager may request additional quotes if necessary.

B. Unit Price Payment Methods:

1. **Items No. 1 through 15**

The Contractor shall provide Inspection, Testing, and Preventive Maintenance (ITM) services as described in these Specifications. See Exhibit F for methods/standards to be used for Items 1 through 15.

The Contractor shall furnish all necessary labor, parts, materials, and equipment for each Unit Price bid item as described in the Specifications, Bid Schedule of Prices, and Exhibit F. Any system alterations or repairs that are required as a result of inspections or tests shall be brought to the attention of the DEP Project Manager and repair work shall commence as described in D-2.1(C).

Payment will be made per each inspection, test, and/or maintenance activity as described by the Item Descriptions.

C. Hourly Bid Rate Payment Methods:

1. **Item No. 16 and Item No. 17**

The Contractor shall provide a Plumber to perform Sprinkler, Standpipe, and Fire Pump Field Repair Services as described in, but not limited to D-2.1(A), D-2.1(B), and D-2.1(C). This is a prevailing wage title. Payment will be made on an hourly basis in accordance with the Bid Schedule of Prices and as defined throughout the Contract.

2. **Item No. 18 and Item No. 19**

The Contractor shall provide an Electrician – Alarm Technician to perform Fire Alarm Field Repair Services as described in, but not limited to D-2.1(A), D-2.1(B), and D-2.1(C). This is a prevailing wage title. Payment will be made on an hourly basis in accordance with the Bid Schedule of Prices and as defined throughout the Contract.

D. Allowance Payment Methods:

1. **Item No. 20**

This is an allowance item in which the Contractor may invoice for Regulated and Hazardous Material, as described in D-1.24, Third Party Services, as described in D-2.1(F) or Equipment, as described in D-2.15(A)(2)(c).

E. Cost Factor Payment Methods:

1. **Item No. 21**

This is a Cost Factor Item in which the Contractor may invoice for Manufacturer Services, as described in D-2.1(E).

2. **Item No. 22**

This is a Cost Factor Item in which the Contractor may invoice for Parts and Materials, as described in D-2.8. Where an OEM part or material is not available or where DEP chooses to use a non-OEM part or material, payment will be made from this bid item in accordance with D-2.8(B)(3).

Exhibit A

List of Equipment/Assets and Work Locations

Location #1: "SMHQ" 356 Flushing Ave, Brooklyn, NY 11205

Sprinkler Systems

1. Sprinklers – Located on Cellar, 1st Floor, 2nd Floor, and 3rd Floor (see Sprinkler drawings for details)

Device	Manufacturer	Model	Quantity
Sprinkler Heads – Upright	Rasco	F1FR	1000
Sprinkler Heads – Pendent	Rasco	F1FR	50
Sprinkler Heads – Concealed	Rasco	G5-56	69

2. Fire Pump Equipment – Located in Cellar Pump Room

Device	Manufacturer	Model	Serial Number
Fire Pump	Peerless	5AEF8N	9927114161
Motor	Marathon	RF326TSTDP4022BCL	C0409611-06/29-01
Fire Pump Controller	Firetrol	FTA1920-AM60HH	1415346-01RE
Jockey Pump	Grundfos	Cr3-8	N/A
Jockey Pump Controller	Firetrol	FTA-550F-AG011H	1414442-03RE

3. Main Drain Valves

	Type	Riser ID	Location	Size
MD 1	Test & Drain	Cellar	Stairwell B Cellar	2"
MD 2	Test & Drain	1st Floor	Stairwell B 1st Fl	2"
MD 3	Test & Drain	2nd Floor	Stairwell B 2nd Fl	2"
MD 4	Test & Drain	3rd Floor	Stairwell B 3rd Fl	2"
MD 5	Globe Valve	Dry	Equipment Room 1st Floor	1.5"
MD 6	Globe Valve	Pre-Action	By Map Room 2nd Fl	1.5"

4. Inspector's Test Valves

	Type	Riser ID	Location	Size
ITV 1	Test & Drain	Cellar	Stairwell B Cellar	2"
ITV 2	Test & Drain	1st Floor	Stairwell B 1st Fl	2"
ITV 3	Test & Drain	2nd Floor	Stairwell B 2nd Fl	2"
ITV 4	Test & Drain	3rd Floor	Stairwell B 3rd Fl	2"

5. Control Valves

	Type	Riser ID	Location	Size
CV 1	OS&Y	City Main	Cellar Pump Room	6”
CV 2	OS&Y	BF In	Cellar Pump Room	6”
CV 3	OS&Y	BF Out	Cellar Pump Room	6”
CV 4	Butterfly	Standpipe	Cellar Pump Room	4”
CV 5	OS&Y	FO	Cellar Pump Room	8”
CV 6	Butterfly	FP	Cellar Pump Room	6”
CV 7	Butterfly	FP	Cellar Pump Room	4”
CV 8	Butterfly	FP	Cellar Pump Room	4”
CV 9	Butterfly	Main	Stairwell B Garage	6”
CV 10	Butterfly	Main	Stairwell B Garage	6”
CV 11	Butterfly	Cellar	Stairwell B Garage	4”
CV 12	OS&Y	Standpipe	Stairwell B 1st Fl	4”
CV 13	Butterfly	1st Floor	Stairwell B 1st Fl	4”
CV 14	Butterfly	2nd Floor	Stairwell B 2nd Fl	4”
CV 15	Butterfly	3rd Floor	Stairwell B 3rd Fl	4”
CV 16	Butterfly	Dry	By Equipment Room 1st Fl	4”
CV 17	OS&Y	Standpipe	Stairwell A 1st Fl	4”
CV 18	OS&Y	Standpipe	Stairwell A 1st Fl	4”
CV 19	OS&Y	Standpipe	Stairwell C 1st Fl	4”
CV 20	Butterfly	Pre-Action	By Map Room 2nd Fl	3”

Fire Alarm System

Total Devices	185

1. Fire Alarm Control Panel and Remote Annunciator

Description	Manufacturer	Model	Location	Quantity
Cerberus Pro Control Panel (FACP)	Siemens	FC922	1st Floor Fire Control Room	1
Remote Display Terminal	Siemens	FT2014-R3	1st Floor Flushing Ave Entry	1

2. Power Supply Units

Description	Manufacturer	Model	Location	Quantity
Distributed Power Supply Unit, Notification Appliance Circuit Extender	Siemens	PAD4-9A	1st Floor Fire Control Room	4
Battery – 12V 18.0 AH	PowerSonic	PS-12180	1st Floor Fire Control Room	4
Battery – 12V 12.0 AH	PowerSonic	PS-12100	1st Floor Fire Control Room	4
Battery – 12V 7.00 AH	Interstate	FAS- 1075	1st Floor Fire Control Room	2

3. Smoke Detectors – Ceiling Mounted

Description	Manufacturer	Model	Locations	Quantity
Smoke Detector w/ Mounting Base	Siemens	OP921 w/ DB-11	Cellar	9
			1st Floor	1
			2nd Floor	2
			3rd Floor	5
			Elevator Motor Room	1

4. Smoke Detectors – HVAC Duct Mounted

Description	Manufacturer	Model	Locations	Quantity
Smoke Detector w/ Air-Duct Housing and Sampling Tube	Siemens	OP921 w/ FDBZ492 and ST-50	Cellar	4
			1st Floor	2
			2nd Floor	4

5. Heat Detectors – Ceiling Mounted

Description	Manufacturer	Model	Locations	Quantity
Thermal (Heat) Detector w/ Mounting Base	Siemens	HI921 w/ DB-11	1st Floor	1
			2nd Floor	2

6. Carbon Monoxide Detectors (connected to EX-1 and EX-2 fan control panels in Fire Control Room)

Description	Manufacturer	Model	Locations	Quantity
Carbon Monoxide (CO) gas detector	Honeywell	E3SMSCO	Cellar	6
			1st Floor	4

7. Interface Modules (connected to Waterflow/Tamper/Pressure switches, Booster Panels, Fire Pump)

Description	Manufacturer	Model	Locations	Quantity
Single Input	Siemens	HTRI-S	Cellar	1
			1st Floor	4
Dual Input	Siemens	HTRI-D	Cellar	7
			1st Floor	3
			2nd Floor	2
			3rd Floor	1
Single Input w/ Relay	Siemens	HTRI-R	Cellar	4
			1st Floor	2
			2nd Floor	2
			3rd Floor	4

8. Load Relays (connected to ventilation equipment)

Description	Manufacturer	Model	Locations	Quantity
SPDT Control Relay	Siemens	MR-101/C/R	Cellar	5
			1st Floor	3
			2nd Floor	3
			3rd Floor	5

9. Manual Pull Stations

Description	Manufacturer	Model	Locations	Quantity
Manual Fire Alarm Box	Siemens	HMS-M	Cellar	5
			1st Floor	5
			2nd Floor	3
			3rd Floor	3

10. Notification Appliances

Description	Manufacturer	Model	Locations	Quantity
Horn/Strobe Unit (Wall Mount)	Siemens	SLHSWR-F	Cellar	2
			1st Floor	11
			2nd Floor	28
			3rd Floor	2
Strobe Unit (Wall Mount)	Siemens	SLSWR-F	Cellar	1
			1st Floor	3
			2nd Floor	7
Horn/Strobe Unit (Ceiling Mount, Standard Candela)	Siemens	ZH-MC-CR	Cellar	3
Horn/Strobe Unit (Ceiling Mount, High Candela)	Siemens	ZH-HMC-CR	Cellar	7
			1st Floor	5
			3rd Floor	7

Location #2: “RC New Siphon” 50 Front St, Staten Island, NY 10304

Sprinkler System

1. Sprinklers – Located on Lower Level “Chemical Feed Room & Chemical Storage Room” and Ground Level (see Sprinkler drawings for details)

Device	Manufacturer	Model	Quantity
Sprinkler Heads – Upright	Reliable	F156	13
Sprinkler Heads – Pendent with Chrome Escutcheon	Reliable	F1FR56 / F1 escutcheon	10
Sprinkler Heads – Extended Coverage Sidewall	Reliable	F1FR56 QREC	3

2. Main Drain Valves

	Type	Riser ID	Location	Size
MD 1	Angle	Main	Ground Level	2”

3. Inspector’s Test Valves

	Type	Riser ID	Location	Size
ITV 1	Test & Drain	Main	Ground Level	1”
ITV 2	Test & Drain	Main	Lower Level	1”

4. Control Valves

	Type	Riser ID	Location	Size
CV 1	OS&Y	Main (BF In)	Ground Level	4”
CV 2	OS&Y	Main (BF Out)	Ground Level	4”
CV 3	OS&Y	Main	Lower Level	4”

Fire Alarm System

Total Devices	32

1. Fire Alarm Control Panel

Description	Manufacturer	Model	Location	Quantity
Fire Alarm Control Panel	Siemens	FC901	Ground Level	1

2. Smoke Detectors – Ceiling Mounted

Description	Manufacturer	Model	Locations	Quantity
Smoke Detector w/ Mounting Base	Siemens	OP921 w/ DB-11	Lower Level	5
			Ground Level	4

3. Heat Detectors – Ceiling Mounted

Description	Manufacturer	Model	Locations	Quantity
Thermal (Heat) Detector w/ Mounting Base	Siemens	HI921 w/ DB-11	Ground Level	1

4. Interface Modules (Connected to Waterflow/Tamper/Pressure switches, Booster Panels, Fire Pump)

Description	Manufacturer	Model	Locations	Quantity
Single Input	Siemens	HTRI-S	Lower Level	1
			Ground Level	7
Single Input w/ Relay	Siemens	HTRI-R	Ground Level	1
Monitor Module	Siemens	TRI-M	Ground Level	3

5. Manual Pull Stations

Description	Manufacturer	Model	Locations	Quantity
Manual Fire Alarm Box	Siemens	MSM-K-WP	Lower Level	1
			Ground Level	2

6. Notification Appliances

Description	Manufacturer	Model	Locations	Quantity
Horn/Strobe Unit (Wall Mount)	Siemens	ZH-MC-R	Lower Level	3
			Ground Level	3

Exhibit B

Service History and Anticipated Preventive Maintenance, Inspection, and Testing Schedule

Item No.	Description	Quantity	Frequency	Date Last Performed	Date Next Due
1	Monthly Fire Pump Inspection & Testing at SMHQ	33	Every Month	-	ASAP
2	Annual Fire Pump Inspection, Testing, and Maintenance (ITM) at SMHQ	3	Every 12 Months	4/29/26	4/2027
3	Quarterly Sprinkler & Standpipe Inspection & Testing at SMHQ	9	Every 3 Months[1]	2/27/26	7/2026
4	Quarterly Sprinkler Inspection & Testing at RC New Siphon	9	Every 3 Months[1]	2/27/26	8/2026
5	Annual Sprinkler & Standpipe ITM at SMHQ	3	Every 12 Months	4/16/26	4/2027
6	Annual Sprinkler ITM at RC New Siphon	3	Every 12 Months	5/5/26	5/2027
7	Annual Winterization of Dry Sprinkler at SMHQ	3	Every 12 Months	1/12/24	11/2026
8	3-Year Sprinkler Inspection & Testing at SMHQ	1	Once per Contract[2]	-	ASAP
9	5-Year Standpipe Inspection & Testing at SMHQ	1	Once per Contract[2]	3/28/24[4]	ASAP
10	5-Year Sprinkler Inspection & Testing at SMHQ	1	Once per Contract[2]	-	ASAP
11	5-Year Sprinkler Inspection & Testing at RC New Siphon	1	Once per Contract[2]	-	ASAP
12	Semi-Annual Fire Alarm Inspection & Testing at SMHQ	3	Every 12 Months[3]	-	8/2026
13	Semi-Annual Fire Alarm Inspection & Testing at RC New Siphon	3	Every 12 Months[3]	3/16/26	3/2027
14	Annual Fire Alarm Inspection & Testing at SMHQ	3	Every 12 Months	2/27/26	2/2027
15	Annual Fire Alarm Inspection & Testing at RC New Siphon	3	Every 12 Months	9/17/25	9/2026

Notes:

1. “Quarterly” Items shall be performed 2-4 months after the previous inspection and testing.
2. “3-Year” and “5-Year” Items shall be performed in addition to any “Quarterly” or “Annual” Items in the same year.

3. “Semi-Annual” Fire Alarm Items shall be performed 5-7 months after the previous “Annual” Fire Alarm Item.
4. The “5-Year Standpipe Inspection & Testing at SMHQ” was last performed on 3/28/24 but did not pass due to system defects. The defects will need to be corrected prior to scheduling this Work.

EXHIBIT C

STANDARD ENVIRONMENTAL, HEALTH AND SAFETY SPECIFICATIONS

STANDARD ENVIRONMENTAL, HEALTH AND SAFETY SPECIFICATIONS

1. Scope

The goal of the New York City Department of Environmental Protection (DEP) is to run the safest operations and capital program in the country with the best environmental compliance record of any large water and wastewater utility. To achieve that goal, DEP strives to hire safe and environmentally compliant contractors and to systematically manage, monitor and evaluate contractors that are working on DEP projects and at DEP locations.

As such, DEP has developed procedures to ensure that contractors' environmental, health and safety (EHS) records and programs are evaluated when DEP is selecting a contractor or approving a subcontractor. These procedures require that all contractors are properly prepared and trained to safely complete the work and to adhere to all EHS laws, rules, and applicable standards as contractually required. DEP work sites are subject to requirements regarding qualification, supervision, and activities of contractors.

These contract requirements (Specifications) set forth the EHS eligibility standards for contract award as well as the applicable EHS training requirements and requirements specific to working on a DEP project. The Contractor must comply with applicable federal, state, and local codes and standards, including environmental and occupational safety and health requirements, as well as any additional special requirements invoked by other sections of the Contract.

Unless otherwise specified, these Specifications do not apply to:

- Contractors providing services with little likelihood of affecting DEP employee safety, DEP property, the public, and the environment, such as consulting services, light janitorial work, laundry, delivery (e.g., food and drink, furniture, filing cabinets), other supply services and shipping, or other products/services as determined by the contracting Bureau.
- Entities funded by DEP which do not directly provide labor or services to DEP, but which utilize funds to independently contract with others to provide services. Examples include other governmental agencies, grant recipients, and non-profit groups. Bureaus may require such entities to comply with the requirements of this policy by specifically adding these criteria into an agreement or contract;
- Other products or services, as determined by the contracting Bureau that do not have the potential to impact safety, public health or the environment.

2. Pre-Award

2.1 Contractor Safety Record Submittals

Within 5 business days of DEP request, the apparent low bidder shall provide the information specified below. Failure to provide the required information may result in a rejection of the bid.

2.1.1 NY Intrastate Experience Modification Rating (EMR) for past 3 years.

Bidder shall provide its NY Intrastate EMR for the past 3 years on its insurance broker's letterhead. EMR information provided by the New York State Insurance Rating Board is also acceptable. If the bidder does not have a NY Intrastate EMR, its out-of-state EMRs shall be submitted. DEP may also request a company's Workers Compensation Loss Runs to verify EMR.

Bidders that do not have an EMR shall provide, for the past 3 years, their: (a) Workers Compensation Loss Runs (this information shall be provided by their insurance broker); (b) OSHA Total Recordable Cases (TRC); and (c) Days Away, Restricted, or Transferred (DART) rates.

Note: if the bidder is not required to maintain such information, it shall provide an explanation for the exemption.

Bidders are expected to have an EMR of 1.0 or below. If a bidder's EMR is greater than 1.0 in any single year within the 3-year period, the bidder shall submit the following:

- An explanation and supporting documentation explaining why the EMR is greater than 1.0 and detailed steps that have been taken to improve the bidder's EHS performance.
- Five years of Workers Compensation Loss Runs (this information shall be provided by the insurance broker) and documentation of payroll during that same period.
- For each indicated loss, the bidder shall provide a summary of the loss facts and investigation, including a summary of corrective actions undertaken and modifications or development of EHS programs.
- If the bidder has been notified by the New York Compensation Insurance Rating Board (NYCIRB) within the past 3 years that they must participate in the Industrial Code Rule 59, Workplace Safety and Loss Prevention, program then the bidder shall provide a copy of their Consultation Report from a Certified Consultant, documentation of the implementation of the Report identified

corrective action(s) and recommendation(s), and a copy of the carrier required re-inspection. If the bidder elected to instead receive a worker's compensation premium surcharge, they shall so indicate.

2.1.2 Last 3 years of OSHA 300 Forms (Logs of Work-Related Injuries and Illnesses) and/or 300A redacted summary worksheets (as available, to verify accuracy of information provided).

Note: if the bidder is not required to maintain such information, it shall provide an explanation for the exemption.

If a bidder's EMR is greater than 1.0, the bidder shall submit their OSHA 300A redacted forms for the entire period covered by the work loss runs indicated in Section 2.1.1 above.

2.1.3 List of all federal, state and local regulatory agency (e.g., OSHA, NYSDEC, USEPA, USDOT, DEP, FDNY and NYCDOB, etc.) notices of violation, notices of deficiencies, and fines issued/received in the past 3 years; the letter listing these (or stating that no notices of violation, notices of deficiencies, and no fines have been issued/received in the past 3 years) shall be on company letterhead and certified as complete and accurate by the sworn, notarized statement of a principal or officer of the bidder.

2.1.4 List of reportable releases of chemical or petroleum products associated with the bidder's operations during, at a minimum, the last 3 years; the letter listing these (or stating that no reportable releases associated with the bidder's operations have occurred during the past 3 years) shall be on company letterhead and certified as complete and accurate by the sworn, notarized statement of a principal or officer of the bidder.

2.1.5 A written description of the bidder's EHS programs (and associated training), including any EHS programs and procedures employees will be required to follow while providing labor or services for DEP. Upon request by DEP, the bidder shall also provide a protocol for the EHS evaluation of any subcontractors that could be proposed by it for DEP approval.

2.1.6 A sworn, notarized certification from a principal or officer that, if the bidder is awarded the Contract, its EHS programs shall meet all OSHA, USEPA, NYS and local regulations, and the bidder shall abide by applicable DEP policies and procedures, as appropriate, and as provided by DEP. (Refer to Bidder's EHS Performance and Program Review Questionnaire/Checklist that is included with the bid submission materials in the Invitation for Bids package).

2.1.7 For bidders that are joint ventures, the above information must be provided and will be reviewed for the joint venture itself and the individual joint venture partners.

2.2 Responsiveness

The items submitted under 2.1 will be evaluated as the contractor's safety record. Further, the bidder's EHS submittals and training program descriptions must indicate that the bidder:

- understands its regulatory requirements
- has a proactive and acceptable EHS and training program in place
- has performed acceptably on prior DEP projects as applicable.
- has adequate EHS professionals available for the project
- has demonstrated an acceptable safety record for the time periods reviewed.
- has demonstrated an acceptable safety record on similar projects over the past three years; and
- has certified that its program and training comply with all regulatory requirements.

3. Proposed Subcontractors

3.1 The subcontractor approval process requires an information submittal that includes the proposed subcontractor's EMR, EHS program descriptions and certifications like those in sections 2.1 and 2.2.

3.2 The standards listed in Section 2.2, above, shall also apply to the approval of proposed subcontractors that would be performing a significant volume or aspect of the project.

4. Contractor Orientation

4.1 Prior to commencing any work at any DEP location, the Contractor shall be required to attend an orientation. After attending the initial orientation, the Contractor shall, in turn, provide an orientation to any of the Contractor's employees assigned to work at the DEP location. This training must also be provided to subcontractors, suppliers[1], and Contractor visitors who will be onsite.

4.2 During orientation, DEP will provide the Contractor with the most current:

4.2.1 Work site-specific hazardous conditions and related information (e.g., hazardous chemicals present at the work site, locations of Safety Data Sheets, and required safe work practices including minimum Personal Protective Equipment (PPE) requirements);

4.2.2 Facility-specific lockout/tagout requirements;

[1] This requirement does not apply to suppliers providing services or products that are determined by the Bureau administering the Contract to have little likelihood of affecting DEP employee safety, property, the public, or the environment.

4.2.3 Applicable sections of the work site's Emergency Action Plan and, at a minimum, the emergency contact numbers, facility map, notification procedures, evacuation procedures, evacuation routes, assembly areas, and description of alarms;

4.2.4 Access control procedure;

4.2.5 Location of restricted areas accessible from the work area or approaches to the work area (e.g., Process Safety Management/Risk Management Plan-covered processes, permit-required confined spaces, and other high-hazard areas) and procedures for working in and around restricted areas;

4.2.6 DEP's Workplace Violence Prevention Policy;

4.2.7 DEP's Possession of Firearms in the Workplace Policy;

4.2.8 All other applicable DEP policies and procedures that will, or may, be necessary for the work; and

4.2.9 Information on known constituents of concern in the work area, including areas known to contain, or having historically contained, lead, asbestos, PCBs, and mercury.

4.3 If provided one by DEP, the Contractor shall distribute to all workers who are to attend the orientation a hazardous material and safe work practices information package. If possible, it will be distributed at least two days prior to the orientation. The workers shall sign for the packages and indicate that they have reviewed the contents prior to their attending the orientation.

4.4 Prior to commencing any work, a responsible official of the Contractor shall certify that it understands its obligations to train its employees and that it has been informed of and will abide by applicable DEP policies and procedures while it is working at DEP work sites.

4.5 If the Contractor or a subcontractor needs to add additional or replacement worker(s) to its crews, the new worker(s) must be provided with the same information received by other workers and receive the orientation for the work site(s).

4.6 The Contractor shall use the Contractor Training Certification form provided by DEP (or an equivalent form), as the record of those Contractor and subcontractor employees who have completed the facility orientation.

5. Requirements During Work

5.1 When and where required by the DEP Bureau of Police and Security, the Contractor, and its subcontractors, and all their respective employees shall, always when working at the site(s), wear photo-identification badges.

5.2 The Contractor shall develop a work plan that identifies and addresses safety hazards and environmental requirements prior to starting any work.

5.3 PPE must be utilized in accordance with the work plan.

5.4 The Contractor and its subcontractors and all their respective employees shall, upon request, produce certificates, licenses, and other documentation that laws or regulations require them to obtain them to conduct activities they are performing (e.g., Asbestos Worker Certificate, FDNY Certificate of Fitness in New York City).

5.5 The Contractor's and its subcontractors' employees are restricted from entering all high-hazard process areas unless access is required to perform their work. In coordination with the Contract Supervisor, the Contractor or subcontractor employees entering such process areas must obtain permission from the on-duty operator or supervisor in person or by the telephone before entering these areas. Further, Contractor or subcontractor employees must inform the on-duty operator or supervisor in person or by telephone upon leaving and follow all other facility access control procedures.

5.6 Any worker who fails to abide by the EHS requirements presented in the safety orientation shall, at the sole discretion of the DEP, be denied access to the facilities and shall be replaced by the Contractor, as directed by DEP.

5.7 The Contractor shall immediately inform the DEP Contract Supervisor and the facility's most senior manager of all incidents and all near misses; and of any notices of violation (NOVs), notices of deficiencies (NODs), and fines issued by and/or received from regulatory agencies resulting from work performed. Initial written reports shall be submitted by the next day. Note that other specification sections in this Contract may include additional investigation and reporting requirements and must be consulted. The more stringent requirements will apply in the event of any conflict.

5.7.1 The Contractor must close out all NOVs, and all other violations/deficiencies, and pay the appropriate fines before final or subsequent payments can be made by DEP. The Contractor will not receive final payment if there are open violations or notices of non-compliance.

6. Evaluations of Contractor EHS Performance

6.1 DEP will perform evaluations of the Contractor's performance to ensure compliance with all EHS laws and regulations and DEP and facility EHS requirements. Such

evaluations will be considered when evaluating the Contractor's bids for future contracts.

6.2 The Contractor shall be rated on each category shown on the Contractor EHS Evaluation form a copy of which should be provided to the Contractor by the Contract Supervisor. ("NA" is acceptable where the requirement was not applicable). The Contract Supervisor may include other specific EHS categories under "Other" that are of particular importance to the project. The Contract Supervisor shall inform the Contractor prior to commencement of work when this is the case.

6.3 DEP considers compliance with and conformance to EHS requirements to be of the utmost importance, and recognizes that, on particular projects, the importance of compliance with certain requirements may carry more weight than others, as failure to comply may present a greater level of risk. The final rating for the job in such a case may be weighted more heavily on specific categories (one or two) if compliance with that/those program requirement(s) is paramount to worker safety and/or environmental protection. In this case, the Contractor shall be notified prior to the commencement of work or through the development of risk-based safety plans during the project.

6.4 The following rating scale shall be utilized in conducting the Contractor evaluations:

Excellent – Contractor exceeded EHS contractual, policy, and/or regulatory requirements. Work was accomplished with no observed deficiencies and no violations. Contractor proactively and effectively addressed potential risks. Contractor demonstrated EHS leadership and best practices and showed alignment with DEP's EHS goals.

Good – Contractor met or exceeded most EHS contractual, policy, and/or regulatory requirements. Work was accomplished with limited or minor observed deficiencies or minor violations. Correction and preventative actions taken by the Contractor were timely and effective.

Fair – Contractor met EHS contractual, policy, and/or regulatory requirements. Observed deficiencies or violations were satisfactorily corrected and did not indicate a pattern of repetition. The correction and preventative actions taken by the Contractor were completed in a timely manner.

Poor – Contractor did not meet some EHS contractual, policy, and/or regulatory requirements. EHS deficiencies and/or violations were identified, but the Contractor either did not identify corrective and preventative actions or proposed correction and preventative actions that appeared to be only marginally effective.

Unsatisfactory – Contractor did not meet a significant number of EHS contractual, policy, and/or regulatory requirements. EHS deficiencies and/or violations were identified, but Contractor did not develop a Corrective and Preventative Action Plan, or failed to implement a Corrective and Preventative Action Plan, or implemented an unsuccessful Corrective and Preventative Action Plan. Deficiencies and/or violations indicated a pattern of repetition.

6.5 A Contractor that disagrees with an overall evaluation of "Poor" or "Unsatisfactory" can submit a written request for reconsideration to the DEP Contract Supervisor within 10 business days after receipt of the written evaluation. The request for reconsideration must set forth all the relevant information and arguments and be accompanied by any documentation relied on in support of the request. The request for reconsideration will be reviewed by the Deputy Commissioner overseeing the Bureau or his or her designee. The Deputy Commissioner or designee will notify the Contractor of the determination of the request in writing. Such determination will be final.

6.6 If its evaluation (other than the final evaluation) is "Poor" or "Unsatisfactory," the Contractor must prepare a Corrective and Preventive Action Plan to correct and prevent recurrence of the deficiencies identified through the evaluation.

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EXHIBIT E

DEP Hot Work Policy

Hot Work

Environmental Health & Safety Policies, Procedures and Guidelines

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Applies to:	All DEP Bureaus and Offices			
EHS Policy Volume:	☐I	☐II	☑**III**	☐IV
Revision Number:	**3**			
Document Type:	☑**Policy**	☐Procedure	☐Guideline	☐SOP
Effective Date:	**January 31, 2007**			
Approved By:	**OEHS**			

Purpose

The purpose of this procedure is to minimize the potential for a damaging fire, explosion or exposure to hazardous materials above permissible limits during or after **Hot Work** activities by providing requirements for permanent and temporary designated hot work areas, a written **Hot Work Permit** (**HWP**) procedure and meeting the requirement of OSHA welding, cutting and brazing regulations.

Health and Safety Coordination Committee Approval

The New York City Department of Environmental Protection's Health and Safety Coordination Committee has reviewed this document and by the Chair's signing below agree that it adequately defines the program necessary to address regulatory requirements for their Bureau/Office operations and commit to the policies and/or procedures contained within (or substantially equivalent procedures, if Bureau/Office specific amendment is required and it is approved by the Health and Safety Coordination Committee).

Revision / Action	Signature of Committee Chair	
Revision 0, Authorization		Date: 11/26/03
Revision1, Authorization		Date: 12/24/04
Revision2, Authorization	, CIH	Date: 8/10/06
Revision3, Authorization	, CIH	Date: 1/22/07
		Date:
		Date:
		Date:
		Date:

DEP Office of Environmental, Health and Safety Compliance Authorization

I, a duly authorized representative of the DEP Office of Environmental, Health and Safety Compliance, have reviewed this document, have found it to be acceptable and authorize its use for all DEP operations.

Revision / Action	Signature	
Revision 0, Authorization		Date: 11/26/03
Revision1, Authorization		Date: 12/28/04
Revision2, Authorization		Date: 8/10/06
Revision3, Authorization		Date: 1/22/07
		Date:
		Date:
		Date:
		Date:

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1 Purpose

Processes that generate sparks or a significant heat source are considered "**Hot Work**." The purpose of this procedure is to minimize the potential for a damaging fire, explosion or exposure to hazardous materials above permissible limits during or after **Hot Work** activities by providing appropriate safeguards and a written **Hot Work Permit** (**HWP**) procedure and meeting the requirement of OSHA welding, cutting and brazing regulations (29 CFR 1910 Subpart Q and 1926 Subpart J) and NFPA 51B (which is incorporated by reference into the OSHA regulations).

2 Scope

All DEP employees and Contractor personnel performing work within a DEP facility that involves welding, grinding, metal cutting, flame cutting, flame-thawing pipe, or similar activities that generate sparks or a significant heat source must obtain a **HWP** as required by OSHA regulations (29 CFR 1910.252(a)(2)(iv)) and NFPA 51B Section 5.3.1. They must take all necessary precautions to prevent unintentional ignition of combustible materials within the work area.

Contractors may use their own Hot Work Permit only if they are working in an area with no active DEP operations which has been cleared by the DEP facility ***Responsible Individual*** and released to the Contractor. The Contractor is fully responsible for regulatory compliance in these areas in accordance with the DEP Contractor Safety procedure and all applicable contractual and legal requirements. In all other cases, DEP employees and Contractor personnel performing **Hot Work** within a DEP facility shall obtain a DEP **HWP** in accordance with this procedure. This procedure also defines responsibilities for meeting the other requirements of 1910 Subpart Q - Welding, Cutting, & Brazing (29 CFR 1910. 252 to 255) pertaining to welding equipment design and operation and 1926 Subpart J - Welding and Cutting (e.g., 29 CFR 1926. 350 to 354).

3 Definitions

Approved - listed or approved by a nationally recognized testing laboratory. Refer to 1910.155(c)(3) for definitions of listed and approved, and 1910.7 for nationally recognized testing laboratory.

Designated Area - Permanent location designed or approved for **Hot Work** operations to be performed regularly.

Hot Work - Any work involving burning, welding, grinding, or similar operations that are capable of initiating fires or explosions.

NFPA – National Fire Protection Association.

Operating Bureau Designee (OBD) – Individual designated by an Operating Bureau to coordinate with the PAI in the case where the PAI is not employed by that bureau.

Permit (Hot Work Permit) - A document issued by the authority having jurisdiction for the purpose of authorizing performance of a specified activity.

Permit Authorizing Individual (PAI) - The individual designated by management to authorize hot work.

Welder and Welding Operator – Any operator of electric or gas welding and cutting equipment.

Welding and Allied Processes – Processes such as arc welding, oxy-fuel gas welding, open-flame soldering, brazing, thermal spraying, oxygen cutting, and arc cutting.

4 Responsibilities

4.1 Bureau EHS

Bureau EHS personnel have the following responsibilities:

- Provide support to the ***Responsible Individuals*** of facilities and field operations involving Hot Work to ensure that all such activities are performed safely and in accordance with this DEP procedure.
- Provide technical support for those performing Hot Work.
- Evaluate and designate areas designed and approved for hot work, when appropriate.

4.2 Responsible Individual

The highest ranking manager or supervisor within each DEP Bureau at each facility (or whose employees perform field operations outside of fixed facilities) is the ***Responsible Individual*** for that Bureau's operation. [Note: Procedures issued before November 2006 refer to this individual as the Responsible Manager]. If a Bureau is working in a facility "owned" by another Bureau, all other Bureau ***Responsible Individuals*** must coordinate with the owning Bureau's ***Responsible Individual*** and provide him or her with information regarding the Hot Work Permit procedure. The ***Responsible Individual*** has the following responsibilities:

- With Bureau EHS support, ensure that **Hot Work** is performed in accordance with OSHA regulations and that Hot Work permits are used in accordance with this procedure when appropriate.
- Communicate the location-specific hazards of Hot Work (e.g., flammables and combustibles present in vessels, piping, etc.) and DEP's requirements to employees and contractors to ensure that employees and contractors are aware of this program's requirements and the hazards.
- Ensure that all DEP facility cutters or welders and their supervisors are suitably trained in the safe operation of their equipment and the safe use of the Hot Work process. Ensure that welders have the appropriate Certificate of Fitness from FDNY, when required. [Also see note below for structural welding requiring certification.]

- Ensure that when Fire Watch personnel are required and provided, they are fire extinguisher trained, and familiar with how to sound an alarm in the event of a fire and other emergencies.
- Ensure that Fire Watch personnel have an appropriate Certificate of Fitness from FDNY, when required.
- Designate a "**Permit Authorizing Individual**" (PAI) who has received DEP **Hot Work** training to properly identify the hazards inherent in **Hot Work**, to confirm that required hazard mitigation measures are in place before the start of work and to authorize **Hot Work** operations by completing the HWP.
- Designate a DEP ***"Operating Bureau Designee"* (OBD)** who is familiar with facility operations and hazards in the work area to coordinate with the PAI, in the case where the PAI is not employed by that bureau.

The ***Responsible Individual*** may delegate some or all of the above tasks to qualified DEP staff (e.g., to the EHS Liaison or other staff), as appropriate.

NOTE: Rules of the City of New York (RCNY) Title 2, §25-01(2) No person shall perform welding work on any structural member of a structure without having obtained a certificate of qualification from the Board of Examiners for Welders.

4.3 Supervisors Overseeing Hot Work

When work activities performed by DEP employees involve **Hot Work**, the ***Supervisor*** responsible for overseeing this work is also responsible for obtaining a **HWP** in accordance with this procedure. The DEP ***Supervisors*** overseeing **Hot Work** operations are also responsible for:

- Providing cutting or welding equipment (in accordance with 29 CFR 1910.252 to 255) in safe condition.
- Being familiar with the safe operation of equipment and the Hot Work procedure.
- Recognizing when a particular job or work practice may result in **Hot Work** activities and initiating the **HWP** procedure as required.
- Determining that the cutter or welder has secured approval that conditions are safe before going ahead.
- Requiring that fire protection and extinguishing equipment be available at work sites, as needed for **Hot Work**.
- Requiring that fire watches be available, as required per Section 5.4 of this procedure (29 CFR 1910.252(a)(2)(iii)(A)).

4.4 Permit Authorizing Individual

The **Permit Authorizing Individual (PAI)** is designated by management to authorize the hot work activities and must not be the person conducting the Hot Work. Responsibilities of the **PAI** include:

- Conducting site inspections to verify that safeguards are in place and authorizing **Hot Work** operations by issuing a HWP, when required.
- Identifying site-specific flammable materials, hazardous processes, or other potential fire hazards that are present or likely to be present in the work location.
- Requiring that affected process equipment and piping have been evacuated, cleaned, purged, disconnected and/or blanked (when applicable) in accordance with Lockout/Tagout procedures prior to initiation of **Hot Work**.
- Requiring the protection of combustibles from ignition by the following means:
  1. Moving the work to a location that is free from combustible materials.
  2. If the work cannot be moved, moving the combustibles to a safe distance or properly shielding the combustibles against ignition.
  3. Scheduling **Hot Work** so that operations that could expose combustibles to ignition are not begun during **Hot Work** operations.

  If the criteria (1) (2) and (3) above cannot be met, hot work shall not be performed.
- Requiring that fire protection and extinguishing equipment are available and properly located at the site.
- Requiring that a fire watch is at the site, if needed.
- If the PAI is not employed by the Operating Bureau, ensuring that the ***OBD*** completes the "Acknowledgement of Coordination by the OBD" section of the HWP, or the hot work may not be performed.
- Completing the Hot Work Permit, including the Required Precautions Checklist.
- Disallowing any Hot Work that cannot be supported by the Permit or Precautions Checklist.
- Where a HWP is issued but a fire watch is not required, making a final check 30 minutes after the completion of **Hot Work** operations to detect and extinguish smoldering fires.
- Obtaining all **HWPs** at the completion of the **Hot Work** and maintaining them for a minimum of 30 days.
- Documenting deficiencies when HWP daily revalidation is not acceptable and stopping the hot work until the deficiencies are corrected.

If the ***Responsible Individual*** authorizes a PAI who is not a DEP employee, that PAI must meet the PAI requirements in Section 6 and must understand the DEP Hot Work procedure. Any PAI not employed by the DEP operating Bureau where work is conducted, must consult the ***OBD*** identified by the ***Responsible Individual*** before issuing a HWP.

4.5 Person Performing Hot Work

The hot work operator shall handle equipment safely and use it as follows so as not to endanger lives and property:

- Obtain a HWP from the PAI before starting **Hot Work** operations.
- Use all required PPE, welding screen/shields, and ventilation necessary.
- Examine all equipment to ensure it is in a safe operating condition. If it is found to be unsafe, the equipment must be repaired by qualified personnel prior to its use or withdrawn from service.
- Cease all **Hot Work** operations if an unsafe condition develops and immediately notify the ***Responsible Individual*** or the area supervisor and notify the PAI for reassessment of the work area.
- Post the approved HWP at the work location for the duration of the **Hot Work** activities.

4.6 Fire Watch

The Fire Watch is responsible for:

- Attending required fire extinguisher training, having a current Certificate of Fitness from FDNY (when required), and being knowledgeable about the **Hot Work** procedure requirements and the use of fire suppression equipment.
- Being familiar with all potential fire hazards that may be present in the **Hot Work** area.
- Reviewing the specific requirements outlined in the permit and verifying that the HWP is approved and the daily revalidation is current.
- Requiring that suitable fire extinguishing equipment is maintained in a state of readiness for instant use at the worksite. The equipment may include pails of water, buckets of sand, hose or portable extinguishers depending upon the nature and quantity of the combustible material exposed.
- Extinguishing, or attempting to extinguish, all incipient-level fires.
- STOPPING **Hot Work** if unsafe conditions develop.
- Maintaining constant observation of the **Hot Work** activities and the adjacent areas to detect the presence of fire or to detect the possibility of ignition

sources coming into contact with fuel sources. The Fire Watch shall not be involved in the work process or in assisting the craftsperson.

- Being knowledgeable about the facility's policies and procedures regarding the use of fire fighting equipment (i.e., extinguishers, fire hoses) and reporting and responding to emergencies.
- Remaining in the affected areas at all times while **Hot Work** is in progress and for the period required following completion of the work to detect and extinguish any smoldering fires.

4.7 Operating Bureau Designee (OBD)

The ***Operating Bureau Designee (OBD)*** is the individual from the DEP operating Bureau designated by the ***Responsible Individual*** to coordinate with the PAI in cases where the PAI is not employed by that bureau (e.g., where the PAI is a consultant, contractor or employee of another bureau) and is working in an area not completely turned over to the contractor for construction. The OBD is briefed by the PAI on the nature and extent of the hot work to be performed and is responsible for:

- Checking all applicable listed functioning systems and or equipment that contractors are not in control of in the "Acknowledgement of Coordination" section of the permit.
- Advising the PAI of any process-related hazards of which the OBD is aware that are not apparent to someone from outside the operation by visual inspection of the area.
- Completing the Acknowledgement of Coordination section of the HWP, if appropriate.

4.8 Contract Supervisor

The ***Contract Supervisor*** is the person responsible for managing and overseeing the Contract. The ***Contract Supervisor*** is assigned by the Bureau management based on the type, scale and phase of the project (e.g., Project Manager, Construction Manager, Resident Engineer, Chief, Deputy Chief, etc.). The ***Contract Supervisor*** shall:

- Ensure that all contractors performing hot work or PAI services are provided with a copy of this procedure and submit a completed Contractor Certification (Attachment G).
- Obtain the ***Responsible Individual***'s authorization for any PAI needed for the construction who is not employed by the DEP operation.
- Enforce the DEP Hot Work requirements, including the outside PAI consultation with the OBD.

5 Procedure

All **Hot Work** must be conducted in accordance with the Hot Work procedure and relevant regulatory requirements. **Hot Work** at DEP facilities must be performed in either

designated areas or permit-required areas. **Hot Work** is allowed only in areas that are or have been made fire safe.

5.1 Permanent Designated Hot Work Areas

Bureau EHS will conduct an evaluation to designate a permanent specific area that is designed or approved for **Hot Work** in accordance with 1910.252(a)(2)(xiii)(A) and NFPA 51B, such as a maintenance shop or a detached outside location that is of noncombustible or fire-resistive construction, essentially free of combustible and flammable contents, and suitably segregated from adjacent areas. No HWP is required in an area designated as a permanent **Hot Work** area and maintained as such. (Note: while this is not explicit in the regulations, it is implicit in 1910.252(a)(2)(xiii)(B) which states "Designate an individual responsible for authorizing cutting and welding operations in areas not specifically designed for such processes").

Bureau EHS or a designee will evaluate and document all areas to be designated as "Permanent Hot Work Areas" (see **Attachment D**). ***Bureau EHS*** or a designee must be knowledgeable about the applicable regulations and the hazards of **Hot Work** and be able to determine appropriate administrative and engineering controls (e.g., ventilation, shielding, and screens) required for each specific location. Local exhaust or general ventilation must be provided and arranged in the proposed Permanent Hot Work Area to keep the amount of toxic fumes, gases, or dusts below the maximum allowable concentration as specified in 29 CFR 1910.1000 prior to approval (see Section 5.7 for additional information regarding the use of ventilation). A copy of the completed approval form must be maintained by ***Bureau EHS*** and the ***Responsible Individual*** for record keeping as long as the area is in use.

The walls of welding booths must have a non-combustible finish that offers low reflectivity in order to prevent exposure to glare and ultraviolet light emitted from welding arcs. Welding screens must be used as appropriate. The Hot Work area must be suitably segregated from other work areas (e.g., a separate room or an area identified with appropriate signs).

Fire-extinguishing equipment must be immediately available and accessible within the designated area.

Individuals performing hot work in a designated area must check to confirm that it is free of combustible and flammable materials before beginning their hot work.

An annual inspection of the Permanent Hot Work Area must be conducted to ensure the space continues to meet all requirements of this Hot Work procedure and any special requirements noted on the completed Designated Hot Work Area Evaluation (**Attachment D**). The inspection is to be conducted by a supervisor or PAI knowledgeable in this procedure and the hazards of hot work. To ensure all controls previously identified remain in place, the person performing the annual inspection must review the completed Designated Hot Work Area Evaluation form prior to performing the inspection. The inspection must be documented using **Attachment E** (Designated Hot Work Area Annual Inspection) or equivalent.

5.2 Temporary Designated Hot Work Areas

Temporary designated hot work areas may be established at any one location during projects requiring Hot Work activities expected to last longer than (7) days (i.e. a construction site) under the following conditions:

- A temporary designated hot work area must be established by means of the same evaluation as described in Section 5.1 for a Permanent Hot Work Area with the exception that it will be identified as temporary and the expiration date will be identified on the Designated Hot Work Area Evaluation form **(Attachment D)**.
- The boundaries of the temporary designated hot work area must be clearly identified and delineated.
- If combustibles are introduced into any such temporary designated hot work area, they must be immediately removed in order for the designation to remain valid or a Hot Work Permit must be obtained.
- If the Hot Work activities last for longer than 1 year, then the area will be subject to annual inspections as described in Section 5.1.

Note: If hot work must commence immediately and ***Bureau EHS*** is unable to accommodate a request to designate an area as a Temporary Hot Work Area within an acceptable time frame, the PAI may complete Hot Work Permits (**Attachment A**) as described in Section 5.3 below for up to seven (7) days at a time until ***Bureau EHS*** is able to evaluate and designate the area as a Temporary Hot Work Area.

5.3 Hot Work Permits in Non-Designated Areas

All welding, grinding, flame cutting, flame-thawing pipe, or similar activities that generate sparks or a significant heat source in DEP facility areas not specifically designed and designated for **Hot Work** shall require a **Hot Work Permit** (**Attachment A**) to be completed prior to commencing the work. The decision tree in **Attachment B** can be used to determine if a HWP is necessary. Outside of designated areas, a separate permit must be issued by a **PAI** for each area where **Hot Work** is to be performed in a DEP facility in accordance with the following procedure.

1. Prior to any **Hot Work** activities, a **PAI** must coordinate with the worker performing the hot work (or the supervisor if more than one worker) to review the job, identify any special hazards and precautions required, inspect the work area preparation, verify conditions are safe to initiate work and complete the **HWP**. The work area inspection/preparation must include, but not be limited to:
   - Where practicable, relocating all combustibles at least 35 feet (10.7 m) from the work site. Where relocation is impracticable, combustibles must be protected with flameproofed covers or otherwise shielded with metal or fire resistant guards or curtains. (1910.252(a)(2)(vii));

- Protecting or shutting down ducts, conveyor systems, and augers that might carry sparks to distant combustibles**;**
- Cleaning or removing combustible waste, debris, spills, dust, etc.;
- Protecting cables, pipes, ducts or equipment in the work area;
- Purging and venting pipes, vessels or other equipment that will be worked on that may have flammable, combustible or potentially reactive residues;
- Covering, shielding, or otherwise protecting combustible materials and open wall or floor penetrations;
- Providing supplemental ventilation in areas of potential accumulation of combustible or flammable liquid vapors or gases;
- Evaluating combustible or flammable liquid and gas use, storage, or dispensing activities during **Hot Work**; and
- Conducting atmospheric testing for the presence of flammable gases (if applicable).

2. After all requirements are met to the PAI's satisfaction, the worker performing the hot work (or the crew supervisor) shall review the permit and sign the acknowledgement section of the **HWP**. The ***PAI*** approves the **HWP** by signing and dating it, authorizing the **Hot Work** to commence.

3. Post the approved HWP at the work location where it must remain for the duration of the **Hot Work**.

4. If performing revalidation of the **HWP**, a ***PAI*** must review the **HWP**, inspect the work site to verify that the work-site still meets all requirements, and coordinate with the ***OBD*** to confirm that conditions reflected in the Acknowledgement of Coordination have not changed. If requirements are met, the ***PAI*** must complete one re-validation line in the **HWP**.

   Note: Hot Work Permits are issued for a period of time not to exceed seven (7) days. The permit may be valid for work for a period of twenty-four (24) hours at a time. After each twenty-four (24)-hour period, the permitted area must be inspected by a ***PAI*** to confirm that the existing controls, safety precautions, and conditions of the **HWP** are acceptable for continued **Hot Work**. The permit is then re-validated by a ***PAI*** for another twenty-four (24) hours.

   Permit validation may be necessary at a more frequent interval in areas requiring enhanced fire safety oversight or deemed by a ***Supervisor*** to be dynamic. These areas must be identified and all requirements documented on the **HWP** at the time the permit is issued.

5. If the HWP daily revalidation is not acceptable, the PAI must document deficiencies in the "Comments" column and stop work until deficiencies are

corrected and he re-inspects the area, verifies that the work-site meets all HWP requirements and signs the re-validation line.

5.4 Fire Watch Requirements

At times, the welding, cutting, and/or heating operation(s) can be such that normal fire prevention precautions are not sufficient. A fire watch with extinguishing equipment suitable to the combustible hazard is required whenever **Hot Work** is being performed in locations where other than a minor fire might develop. The decision tree in **Attachment C** can be used to determine if a Fire Watch is necessary. A Fire Watch is required whenever any of the following conditions exist:

- Torch work being performed in New York City.
- Combustible materials are closer than 35 feet to the point of the **Hot Work**;
- Appreciable combustibles are more than 35 feet away but are easily ignited by sparks (this includes combustibles at ANY distance if located below the work area);
- Openings in walls or floors expose combustible material in adjacent areas; or
- Whenever combustible materials are adjacent to partitions and can be easily ignited due to the transfer of heat or other ignition sources.

A fire watch is not required for grinding in a designated hot work area or where sparks cannot reach combustible materials.

When required, fire watches must watch for fires in all exposed areas and be positioned where all areas can be observed, including those above, below, and adjacent to potential ignition sources. This may require the use of more than a single fire watch. Other duties cannot be assigned to the fire watch while he is performing fire watch duties.

If welding is to be done on a metal wall, partition, ceiling, or roof, precautions must be taken to prevent ignition of combustibles on the other side, due to conduction or radiation of heat. Where combustibles cannot be relocated on the opposite side of the work, an additional fire watch person must be provided.

In the event of a fire, fire-watch personnel must report the fire in accordance with the Facility Emergency Response procedures and attempt to extinguish an incipient fire with the available fire-extinguishing equipment. Following the conclusion of the work, fire watches must be maintained in all areas affected by **Hot Work** for a period of 30 minutes. After this time, fire watch personnel must inspect the area and, if there are no signs of smoldering or fire, sign and date the **HWP**. In New York City, a second inspection is required after an additional 30 minutes (RCNY Title 3, 25-01(j)(2)(vi) and 38.1-01(i)). If the work is completed, fire watch personnel will remove the **HWP** from the work site and return it to the ***PAI*** who issued the permit.

5.5 Welding Equipment and Operating Requirements

The ***Supervisor*** overseeing oxygen fuel gas, arc or resistance welding and cutting work must ensure that all welding/cutting equipment used meets the relevant OSHA regulations (29 CFR 1910.253 to 255 and 1926.351 to 354) including requirements for storage, marking, operation, maintenance, training, safety, etc.

5.6 Personal Protective Equipment

Employees exposed to the hazards created by welding, cutting, or brazing operations must be protected by personal protective equipment in accordance with the requirements of OSHA 1910 Subpart I. For PPE selection and hazard assessments, refer to the DEP Personal Protection Equipment procedure.

5.7 Ventilation for General Welding and Cutting

Determining ventilation requirements is the responsibility of ***Bureau EHS*** for permanently designated areas and the responsibility of the ***PAI*** for temporary designated areas and for work requiring a HWP. Natural ventilation may be adequate in open areas and mechanical ventilation may be necessary in others. OSHA regulations (29 CFR 1910.252(c), 1926.353, ANSI Z49.1 - 1967 Safety in Welding and Cutting published by the American Welding Society standard, etc.) define several ways for providing minimum ventilation required; however, employers must also recognize when working conditions require additional measures to maintain worker airborne contaminant exposures below the allowable levels specified in 29 CFR 1910.1000.

5.8 Special Considerations

Hot Work not only creates potential fire hazards but often results in other potential health and safety hazards. Therefore, workers dealing with confined spaces, surface coatings, storage vessels and/or containers during **Hot Work** must be aware of any additional hazards that may result from their work.

5.8.1 Confined Spaces

The following precautions shall be implemented in confined spaces:

- The DEP's Confined Space Procedure must be used to determine other conditions/permits required for work in the space.
- Adequate ventilation must be established and maintained for both welding fume control and other atmospheric hazards associated with the confined space.
- Gas cylinders must remain on the outside of the space and must be secured to prevent unexpected movement.
- A personal retrieval system must be used in accordance with the Confined Space Entry procedure.

- Torches and hoses must be removed from the space when not in use.

5.8.2 Combustible Atmospheres

Air testing is required only when there is a possibility of combustible atmospheres within a 35-foot radius of **Hot Work** activities or when **Hot Work** will take place in a Confined Space. If air testing reveals the presence of combustible gases greater than 10% of the Lower Explosive Limit (LEL), no **Hot Work** will be allowed until the area has been ventilated and subsequent air testing demonstrates that the hazard has been abated. Continuous air monitoring is required if the potential for a combustible atmosphere remains. Air testing must take into account that some gases are lighter than air and will rise (i.e., ammonia, hydrogen, and natural gas), and that others are heavier than air and will sink (i.e., propane, hydrogen sulfide). Such factors must be considered and incorporated into testing procedures to provide for more accurate measurements.

5.8.3 Motor Vehicle Repair

Motor vehicle repairs involving **Hot Work** may be performed in a designated Hot Work Area to eliminate the need for a HWP; however, all hot work must be performed following procedures contained in the Vehicle Repair Safe Work Practices in Attachment F.

5.8.4 Prohibited Activities

Hot Work activities shall not be performed:

- In unauthorized areas;
- In buildings requiring sprinklers, whenever sprinkler systems are inoperable or impaired;
- In the presence of combustible atmospheres or whenever there is a potential for a combustible atmosphere to occur except as provided in Section 5.8.2;
- In proximity to large quantities of exposed, readily ignitable materials such as baled paper, chemical products, or cloth (rag) storage;
- On used drums, barrels, tanks or other containers until they have been cleaned so thoroughly as to make absolutely certain that there are no flammable materials present or any substances such as greases, tars, acids, or other materials which when subjected to heat, might produce flammable or toxic vapors; or
- On hollow spaces, cavities or containers until they have been vented to permit the escape of air or gases before preheating, cutting or welding. Purging with inert gas is recommended.

5.8.5 Hot Work Outside DEP Facilities

Construction work conducted outside of active DEP operating facilities is subject to the OSHA construction standard (29 CFR 1926 Subpart J for Hot Work) or, for additional details not covered in that standard, applicable technical portions of American National Standards Institute, Z49.1-1967, Safety in Welding and Cutting (applicable by reference). The construction standard has similar requirements for welding equipment operation but it differs in not specifically requiring "authorization" for Hot Work. The Fire Prevention regulations (29 CFR 1926.352) do call for similar types of protections as the general industry standards, although in less detail.

DEP will apply reasonable prudence in conducting field construction hot work. Cold cutting operations (e.g., using a hack saw) will not require a HWP or special precautions unless conducted in a confined space or in areas with odors or other signs of natural gas or flammable vapors.

Individuals performing hot work with a flame or non-flame welding equipment must be qualified, follow applicable regulations (29 CFR 1926 Subpart J) and apply the concepts of the HWP to safeguard the work. A HWP is not required for field construction welding outside DEP facilities unless conducted in a confined space or in areas with odors or other signs of natural gas or flammable vapors.

If the work is conducted in a confined space, with little natural or mechanical ventilation, or if there is the potential for the presence of flammable vapors or other significant fire/explosion hazards, DEP's Confined Space Entry procedure must be followed and a HWP is recommended to ensure that these hazards are comprehensively evaluated and controlled.

5.8.6 Contractors and Hot Work Authorized by PAI Not Employed by the Operating Bureau

All contractors performing hot work or PAI services shall be provided with a copy of this procedure and shall submit to the DEP ***Contract Supervisor*** a completed Contractor Certification (Attachment G) that indicates they have received and understood the DEP Hot Work program and will communicate the requirements to all of their employees performing or authorizing hot work.

As described above, construction hot work in areas fully turned over to contractors for construction can be completed under the contractors hot work program and HWP. Otherwise, DEP's hot work program and HWP shall be used.

A ***Responsible Individual*** may authorize a PAI who is not employed by the DEP operation if he receives documentation that the PAI meets the requirements in Section 6. In this case, the ***Responsible Individual*** must also designate a DEP "***Operating Bureau Designee*****" (OBD)** who is familiar with plant operations and hazards in the work area to coordinate with the PAI.

Any PAI from outside the DEP operation must consult and coordinate with the ***OBD*** identified by the ***Responsible Individual*** before issuing a HWP. The OBD must check all applicable listed functioning systems and or equipment that contractors are not in control of in the "Acknowledgement of Coordination" section of the permit and should advise the PAI of any process related hazards of which he is aware that are not apparent to someone from outside of the operation by visual inspection of the area. If the PAI is not employed by the Operating Bureau, a HWP shall not be issued without OBD acknowledgement.

6 Training

Employees whose work requires them to conduct **Hot Work** activities, perform fire watch duties, or supervise such work must receive training that will provide them with the understanding, knowledge, and skills necessary for performing their work safely. Within New York City, Welders (specifically flame welding) and Fire Watches are required to have a current Certificate of Fitness. Refer to the Certificate of Fitness procedure for additional information regarding Certificates of Fitness.

A PAI must have either:

- A Certificate of Fitness for Torch Use or Fire Watch and have thoroughly reviewed the DEP Hot Work procedure and be knowledgeable about its requirements; or
- Successfully completed DEP's course on Hot Work.

Note: Plasma cutters and arc welders are not required to have a FDNY Certificate of Fitness.

7 Recordkeeping

The ***PAI*** will maintain all **HWPs** for a minimum of 30 days after the completion of the **Hot Work**. A copy of the completed evaluations of Permanent Hot Work Areas must be retained by ***Bureau EHS*** and the ***Responsible Individual*** as long as the area is in use for hot work.

8 Attachments

8.1 Attachment A – Hot Work Permit

8.2 Attachment B – Hot Work Permit Decision Tree

8.3 Attachment C – Fire Watch Decision Tree

8.4 Attachment D – Designated Hot Work Area Evaluation

8.5 Attachment E – Designated Hot Work Area Annual Inspection

8.6 Attachment F – Vehicle Repair Safe Work Practices

8.7 Attachment G – Contractor Certification on DEP Hot Work Program

Hot Work

Attachment A

Hot Work Permit

Volume III	**Hot Work Permit Attachment A**	Revision: 3 Effective Date: 1/31/07

Hot Work Permit Job Information

Facility Name: _____ Location of Hot Work: _____
Permit Authorizing Individual: _____ Phone: _____
Permit Issued (Date) _____ (Time) _____ AM/PM
Permit Expires (Date) _____ (Time) _____ AM/PM

Type of hot work to be used (Source of ignition): ❑ Grinding ❑ Cutting ❑ Brazing or Soldering ❑ Welding/Burning ❑ Heating ❑ Other_____

PPE to be Used by Person Performing Hot Work: _____

Describe the Hot Work Job and Materials to be Worked on: _____

Any special hazards and/or special precautions to be taken: _____

Fire Watch Required? ☐ **Yes** ☐ **No** **Number of Fire Watches Required: ____**

Acknowledgement of Permit Review by Person Performing Work or Crew Supervisor

Acknowledgment: I participated in the work site preparation, coordinated with the PAI, reviewed this Hot Work Permit and I fully understand the work to be performed and my responsibilities. The person(s) performing the hot work understand that this permit is valid only so long as work conditions existing at the time of issuance do not change. They will stop the work and notify the PAI of any change in work area conditions which adversely affects safety. I or the person(s) performing the work are adequately trained in the safe handling and use of their equipment and applicable regulatory requirements and, when required, have a Certificate of Fitness.

Worker/Supervisor: _____ **Signature: _____**
Company/Bureau: _____ **Date: _____**

Permit Authorizing Individual (PAI) Authorization

I completed the site inspection, notified the person performing the work or their crew supervisor about flammable materials or hazardous conditions which may not be obvious, and verified that the person performing (or directly supervising the crew performing) hot work has reviewed the permit and signed the acknowledgment above? (If no, hot work is not permitted)

Signature: _____ **Date: _____**

Notice: Post this permit in Hot Work Permit area until permitted operations are complete. Upon Completion return permit to the PAI.

Acknowledgement of Coordination Operating Bureau Designee (☐ NA - PAI is employed by the Operating Bureau)

I understand the nature and location of the hot work to be performed on this permit and, as applicable to the work performed under this hot work permit: ☐ Sprinkler/fire suppression systems in the area are operational (if applicable), ☐ DEP operations personnel in the area affected by the work have been notified, ☐ Duct/conveyor systems are properly protected or shut down (if applicable), ☐ All appropriate process equipment/piping has been purged, disconnected and blanked in accordance with Lockout/Tagout procedures.

Signature: _____ **Date: _____**

Final Inspection (Fire Watch, or PAI if No Fire Watch Was Required)

I completed final inspection at the required times after completion of Hot Work and observed no signs of smoldering or combustion.

Signature: _____ **Date: _____** **Time: _____**

Hot Work Exceeding 1 day - Verification of Acceptable Conditions

Day	PAI Signature	Date/Time	Acceptable		Final Insp./ Initials	Comments
			Yes	No		
2						
3						
4						
5						
6						
7						

Volume III	**Hot Work Permit Attachment A**	Revision: 3 Effective Date: 1/31/07

Required Precautions Checklist

Inspect work area and confirm that applicable precautions have been taken in accordance with NFPA 51B (by PAI After Coordination With & Setup By Person Performing Hot Work; initially and when revalidating):

- ☐ All sprinkler and/or other fire suppression systems in the Hot Work Permit area operational.
- ☐ Cutting/welding equipment in good repair, free of damage or defects.
- ☐ Persons conducting hot work have certificates of fitness from fire department, when required.
- ☐ All facility employees or other parties that may be potentially affected by the hot work have been notified.

REQUIREMENTS WITHIN 35 FEET OF WORK (HORIZONTAL & VERTICAL)

- ☐ Flammable liquids and combustible dust/lint/oil deposits/trash removed or shielded with fire-retardant material.
- ☐ Flammable vapor sources removed or flammable vapor properly tested and found to be well below the LEL. List readings: _____
- ☐ Combustible flooring properly wetted, wet sanded or shielded.
- ☐ Combustible walls, ceilings, partitions or roofing properly shielded.
- ☐ Covers under work to keep sparks from lower levels and shielding/partitions to protect passer-by.

WORK ON WALLS OR CEILINGS

- ☐ Combustibles have been moved away from opposite side. (If no, hot work is not permitted)
- ☐ No combustible covering, interior (for sandwich-type panel) or other combustible content.
- ☐ Danger from conduction of heat to adjacent rooms eliminated.

WORK ON ENCLOSED EQUIPMENT (Tanks, Containers, Ducts, Dust Collectors, etc.)

- ☐ All duct and conveyor systems properly protected or shut down.
- ☐ Equipment is cleaned of all combustibles, flammable vapors, liquids, or dusts. (If a flammable vapor source, conduct vapor monitoring)

FIRE WATCH

- ☐ Required for the following: (1) NYC torch work (2) Combustibles within 35' (3) Combustibles >35', but easily ignited, (4) Wall/floor openings expose adjacent/concealed combustibles, (5) Conduction through metal can ignite other side (6) Potential for more than a minor fire.
- ☐ Charged, inspected, operational fire extinguishers of an appropriate type are present.
- ☐ Fire Watch trained in extinguisher and emergency alarms (fire alarm, telephone, or radio).

OTHER PRECAUTIONS

- ☐ Work in a confined space requires Confined Space Entry Permit prior to hot work permit approval.
- ☐ Is continuous atmospheric monitoring, smoke detection or heat detection warranted?
- ☐ Ample ventilation exists or provisions made for continuous ventilation to remove smoke/vapor from work area
- ☐ Process equipment/piping purged, disconnected and blanked in accordance with Lockout/Tagout procedures.
- ☐ Do conditions require Re-Validation more than every 24 hr? (circle one) 12 hr 8 hr Other: _____

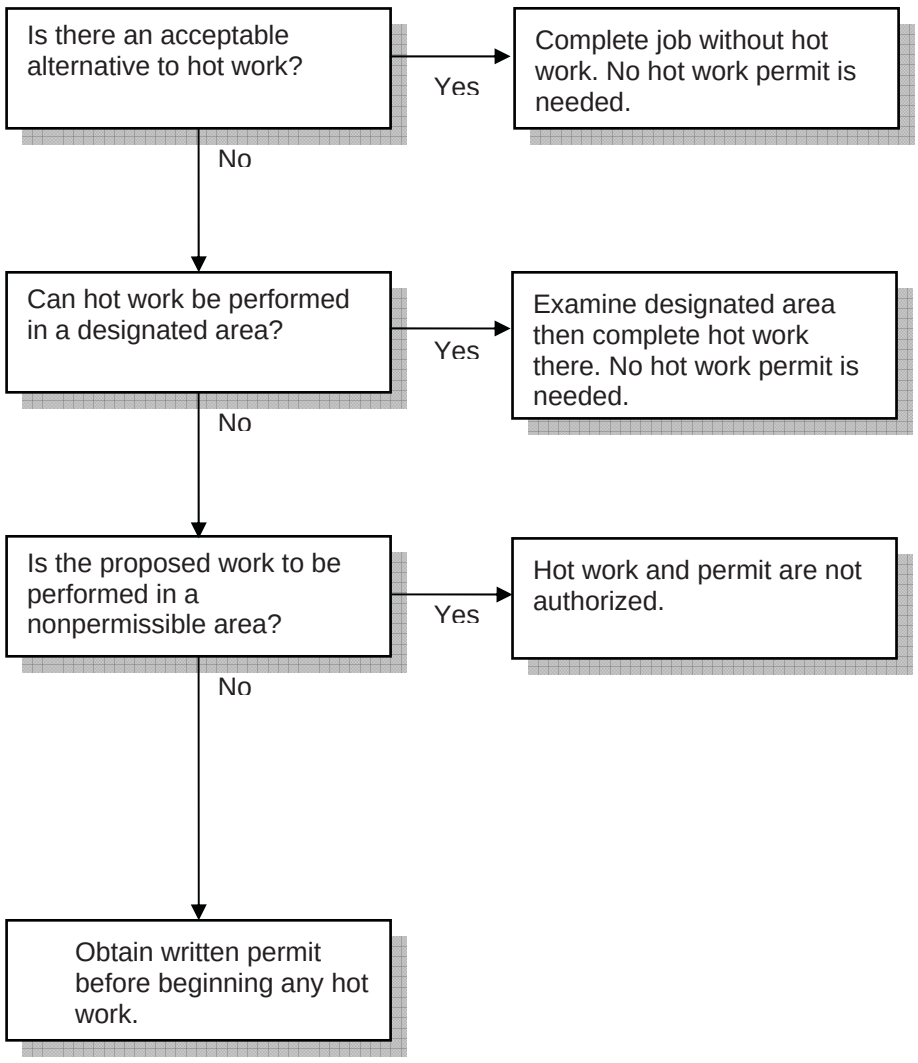
Hot Work

Attachment B

Hot Work Permit Decision Tree

Hot Work Permit Decision Tree

(Source NFPA 51B 2003, Fig. A.5.3)

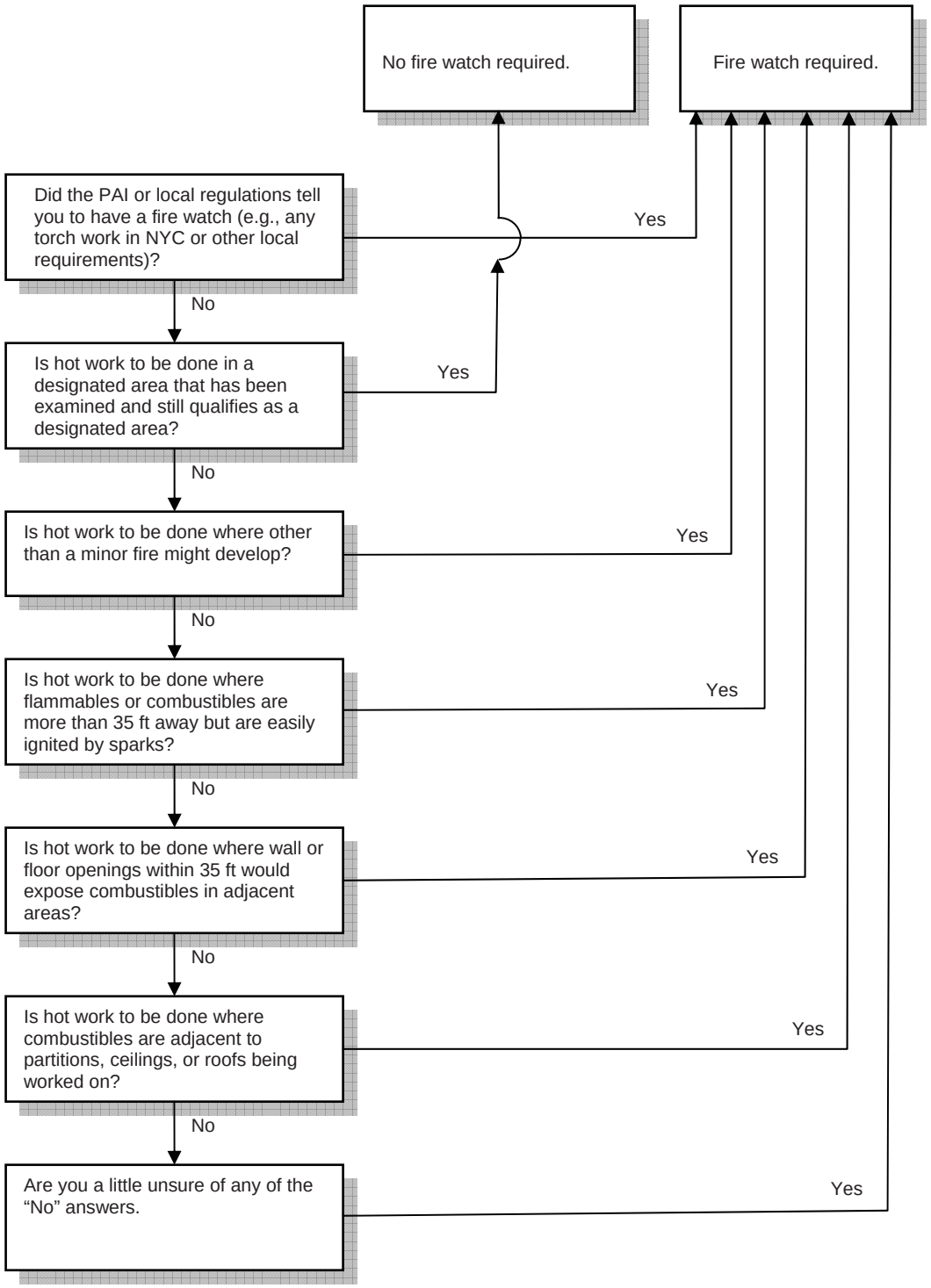


Hot Work

Attachment C

Fire Watch Decision Tree

Fire Watch Decision Tree
(Adapted from NFPA 51B 2003, Fig. A.5.4.1)



Hot Work

Attachment D

DESIGNATED HOT WORK AREA EVALUATION

Volume III	**Designated Hot Work Area Evaluation Attachment D**	Revision: 3 Effective Date: 1/31/07

Designated Hot Work Area Evaluation

Bureau EHS or their designee must complete this form for each facility designating an area as a "Temporary" or "Permanent" Hot Work Area where a Hot Work Permit is not required for burning, welding, or other hot work capable of initiating fires or explosions. The designated area shall be a specific area designed or approved for such work, such as a maintenance shop or a detached outside location that is of noncombustible or fire-resistant construction, essentially free of combustible and flammable contents, and suitably segregated from adjacent areas (NFPA 51B 3-1.1).

Section A – To be completed by facility

Requested Status (check one):

Permanent Hot Work Area ☐

Temporary Hot Work Area ☐ If Temporary, Expiration Date: _____

Facility_____

Location and boundaries of designated Hot Work Area:

_____

_____

_____

Will any welding or cutting work in this area involve metals that may contain toxic fluorine compounds (in fluxes, coatings, etc.), zinc, lead, beryllium, cadmium, or mercury? YES / NO

Responsible Individual's Signature _____ Date: _____

Section B –To be completed by **Bureau EHS** representative

Required Hot Work Area engineering controls: (e.g., ventilation, shielding, screens):

_____

_____

_____

_____

Comments or Other Requirements:

_____

_____

Bureau EHS Approval Signature _____ Date: _____

Hot Work

Attachment E

DESIGNATED HOT WORK AREA ANNUAL INSPECTION

Volume III	**Designated Hot Work Area Annual Inspection Attachment E**	Revision: 3 Effective Date: 1/31/07

Designated Hot Work Area Annual Inspection

For each area designated as a Permanent Hot Work Area, complete the following checklist at least annually:

Yes	No	
		Are flammable and ignitable materials and debris kept at least 35 feet away from the hot work area or covered and protected with fire resistant material?
		Are cracks or holes in floors, walls, and ceilings (including ductwork) covered or plugged?
		Are there fire extinguishers located nearby?
		Does the area have adequate ventilation?
		Do employees have proper Personal Protection Equipment available?
		Is there an adequate quantity and type of shielding materials readily available for use?
		Is the fire sprinkler system operable (if installed)?
		Are all controls identified on the completed **Designated Hot Work Area Approval Form** in place?

Comments:

_____

_____

_____

_____

_____

Signature: _____ Date: _____

Hot Work

Attachment F

Vehicle Repair Safe Work Practices

Vehicle Repair Safe Work Practices

Motor vehicles and similar equipment frequently require repairs that involve hot work and the combustible materials inherent to the vehicle/equipment construction cannot be easily removed or relocated to greater than 35 feet. In these cases, a vehicle work area may be identified as a Designated Hot Work Area in accordance with the DEP Hot Work procedure contingent on implementing the following Safe Work Practices to minimize the hazards, as applicable to the work conducted.

Whenever hot work is performed on a Vehicle in a Designated Hot Work Area, FIRST:

- Check authorized Hot Work Area to ensure all combustible materials are removed or properly shielded.
- Inspect contents of vehicle. Remove readily flammable and ignitable materials from inside of vehicle (i.e. portable gas can, trash, paper).
- If readily accomplished, remove combustible components from the vehicle prior to welding.
- To the extent possible, use shielding or fire resistive blanks to minimize the heat and sparks reaching flammable or combustible materials that cannot be readily removed from the vehicle (e.g., fuel/brake lines, gas tank, oil/hydraulic fluid reservoirs).
- Remove any combustible materials (i.e., carpet and/or floor mats) that are in contact with a metal surface that is the point of the hot work operation (e.g., when hot work is on fire wall or floor board).
- If proximity to gas tank or lines does not allow for sufficient shielding to prevent heat buildup on the tank and lines, remove the susceptible item, ventilate residual combustible vapors and ensure that the area is free of combustible vapors before proceeding.
- Assign a qualified person to perform all responsibilities of a Fire Watch for all torch operations and, for other hot work, in locations where other than a minor fire might develop.

NEVER:

- Weld directly on tanks, lines, or hoses (i.e., fuel tank, brake line).

Hot Work

Attachment G

CONTRACTOR CERTIFICATION ON DEP HOT WORK PROGRAM

Contractor Certification

DEP Hot Work Program

Bureau:_____

Attached is a copy of the DEP *Hot Work* program. Please read and become familiar with its requirements and procedures. Then sign the certification below:

I have read and I understand the DEP Hot Work procedures. I am willing to comply with the requirements of the DEP program and will communicate the requirements to all employees who perform and oversee hot work for my company under this DEP contract.

Name: _____ Signature: _____Date: _____

Title (Person with project authority): _____

Contractor Company Name: _____

Home Office Address: _____

Home Office Phone: _____

Home Office Fax: _____

Facility Name and Location: _____

Exhibit F

Sprinkler, Standpipe, Fire Pump, and Fire Alarm – Inspection, Testing, and Maintenance Items

1. Item No 1: Monthly Fire Pump Inspection and Testing at SMHQ

Action	Description	NFPA-25 Standard Reference
Inspect	Pressure-regulating and relief valves	Chapter 13.5.6.1
Test	Fire Pump circulation relief valves	Chapter 13.5.6.1.2
Test	Fire Pump operation – No Flow Test	Chapters 8.3.1.2, 8.3.2

2. Item No. 2: Annual Fire Pump Inspection, Testing, and Maintenance (ITM) at SMHQ

Action	Description	NFPA-25 Standard Reference
Inspect	Fire Pump alignment	Chapter 8.3.6.4
Inspect	Fire Pump cable/wire insulation	Chapter 8.1.1.2.5
Inspect	Fire Pump drain condensate trap	Chapter 8.1.1.2.13
Inspect	Fire Pump flexible hoses and connections	Chapter 8.1.1.2.11
Inspect	Fire Pump plumbing parts – inside and outside of panels	Chapter 8.1.1.2.6
Inspect	Fire pump printed circuit board (PCB) for corrosion	Chapter 8.1.1.2.4
Inspect	Fire Pump shaft movement or endplay while running	Chapter 8.1.1.2.1
Inspect	Fire Pump suction screens	Chapter 8.3.3.16
Inspect	Fire Pump main pressure-relief valve	Chapter 13.5.6.2
Test	Fire Pump electronic control module (ECM)	Chapter 8.3.3.17
Test	Fire Pump alarm signals	Chapter 8.3.3.14
Test	Fire Pump flow meters	Chapter 8.3.3.5.3
Test	Gauges, transducers, and other devices used for testing	Chapter 8.3.3.5.2
Test	Fire Pump performance – Flow Test & Report	Chapters 8.3.3, 8.3.5, 8.3.7, 8.4
Test	Fire Pump supervisory signal for high cooling water temp.	Chapter 8.1.1.2.8
Test	Fire Pump pressure-relief valve	Chapter 13.5.6.2.3
Maintenance	Fire Pump batteries	Chapter 8.1.1.2.15
Maintenance	Fire Pump circulating water filter	Chapter 8.1.1.2.22
Maintenance	Fire Pump control and power wiring connections	Chapter 8.1.1.2.16
Maintenance	Fire Pump and motor bearings and couplings by lubricating	Chapter 8.1.1.2.3, Peerless Pump O&M manual

Action	Description	NFPA-25 Standard Reference
Maintenance	Fire Pump electrical connections	Chapter 8.1.1.2.2
Maintenance	Fire Pump pressure gauges and sensors	Chapter 8.1.1.2.23
Maintenance	Fire Pump sacrificial anodes	Chapter 8.1.1.2.21

3. Item No. 3: Quarterly Sprinkler & Standpipe Inspection and Testing at SMHQ

Action	Description	NFPA-25 Standard Reference
Inspect	Alarm valves (externally)	Chapter 13.4.1.1
Inspect	Control Valves, electrically supervised	Chapter 13.3.2.1.2
Inspect	Fire Department Connections	Chapter 13.8.1
Inspect	Gauges	Chapter 13.2.4
Inspect	Hose valves	Chapter 13.6.1
Inspect	Sprinkler system pressure reducing valves	Chapter 13.5.1.1
Inspect	Valve supervisory signal initiating devices	Chapters 5.2.4, 5.3.3, and 13.3.2.1.3
Inspect	Supervisory signal devices (except valve supervisory switches)	Chapter 13.2.5.1
Inspect	Waterflow alarms	Chapters 5.2.4, 5.3.3, and 13.2.3
Test	Dry pipe system priming water level	Chapter 13.4.5.2.1
Test	Dry Pipe system quick-opening devices	Chapter 13.4.5.2.4
Test	Main drains	Chapter 13.2.2
Test	Pre-Action system priming water level	Chapter 13.4.3.2.1
Test	Pre-Action system low air pressure alarms	Chapter 13.4.3.2.11
Test	Master pressure-regulating valves (partial flow)	Chapter 13.5.4.2

4. Item No. 4: Quarterly Sprinkler Inspection and Testing at RC New Siphon

Action	Description	NFPA-25 Standard Reference
Inspect	Alarm valves (externally)	Chapter 13.4.1.1
Inspect	Control Valves, electrically supervised	Chapter 13.3.2.1.2
Inspect	Fire Department Connections	Chapter 13.8.1
Inspect	Gauges	Chapter 13.2.4
Inspect	Hose valves	Chapter 13.6.1
Inspect	Sprinkler system pressure reducing valves	Chapter 13.5.1.1
Inspect	Valve supervisory signal initiating devices	Chapters 5.2.4, 5.3.3, and 13.3.2.1.3
Inspect	Supervisory signal devices (except valve supervisory switches)	Chapter 13.2.5.1

Action	Description	NFPA-25 Standard Reference
Inspect	Waterflow alarms	Chapters 5.2.4, 5.3.3, and 13.2.3
Test	Main drains	Chapter 13.2.2
Test	Master pressure-regulating valves (partial flow)	Chapter 13.5.4.2

5. Item No. 5: Annual Sprinkler & Standpipe ITM at SMHQ

Action	Description	NFPA-25 Standard Reference
Inspect	Dry Pipe valves (internally)	Chapter 13.4.5.1.3
Inspect	Dry Pipe valve Low temperature alarm	Chapter 4.1.2.5.2
Inspect	Hangers, braces, supports	Chapters 5.2.3, 6.2.4
Inspect	Standpipe hose	Chapter 6.2.5
Inspect	Standpipe hose connection	Chapter 6.2.3
Inspect	Standpipe hose nozzle	Chapter 6.2.6
Inspect	Standpipe hose storage device	Chapter 6.2.7
Inspect	Hydraulic design information signs	Chapters 5.2.5, 6.2.2
Inspect	Information signs	Chapters 5.2.6, 5.2.7, 5.2.8
Inspect	Piping and fittings	Chapters 5.2.2, 6.2.4
Inspect	Pre-Action valves (internally), following the trip test	Chapter 13.4.3.1.2
Inspect	Hose connection pressure-regulating valve	Chapter 13.5.2.1
Inspect	Hose rack pressure-regulating valves	Chapter 13.5.3.1
Test	Control valves operation and position	Chapter 13.3.3.1
Test	Control valves, valve status test after closing and reopening	Chapter 13.3.3.4
Test	Dry Pipe system low air pressure alarm	Chapter 13.4.5.2.6
Test	Dry pipe valves, by performing a trip test	Chapter 13.4.5.2.2
Test	Main drains	Chapter 13.2.2
Test	Pre-Action valves by performing a trip test	Chapter 13.4.3.2.2
Test	Pre-Action system low temperature alarm	Chapter 13.4.3.2.12
Test	Master pressure-regulating valves (full flow)	Chapter 13.5.4.3
Test	Sprinkler system pressure-reducing valves	Chapter 13.5.1.3
Test	Hose connection pressure-regulating valves	Chapter 13.5.2.3
Test	Hose rack pressure-regulating valves	Chapter 13.5.3.3
Test	Air compressors	Chapter 13.10.3
Test	Hose valves	Chapter 13.6.2
Test	Supervisory signal devices (except valve supervisory switches)	Chapter 13.2.5.2
Maintenance	Control valves (OS&Y)	Chapter 13.3.4
Maintenance	Dry Pipe valves / quick-opening devices	Chapter 13.4.5.3
Maintenance	Pre-Action valves	Chapter 13.4.3.3

6. Item No. 6: Annual Sprinkler ITM at RC New Siphon

Action	Description	NFPA-25 Standard Reference
Inspect	Hangers, braces, supports	Chapters 5.2.3, 6.2.4
Inspect	Hydraulic design information signs	Chapters 5.2.5, 6.2.2
Inspect	Information signs	Chapters 5.2.6, 5.2.7, 5.2.8
Inspect	Piping and fittings	Chapters 5.2.2, 6.2.4
Inspect	Hose connection pressure-regulating valve	Chapter 13.5.2.1
Test	Control valves operation and position	Chapter 13.3.3.1
Test	Control valves, valve status test after closing and reopening	Chapter 13.3.3.4
Test	Main drains	Chapter 13.2.2
Test	Master pressure-regulating valves (full flow)	Chapter 13.5.4.3
Test	Sprinkler system pressure-reducing valves	Chapter 13.5.1.3
Test	Hose connection pressure-regulating valves	Chapter 13.5.2.3
Test	Hose valves	Chapter 13.6.2
Test	Supervisory signal devices (except valve supervisory switches)	Chapter 13.2.5.2
Maintenance	Control valves (OS&Y)	Chapter 13.3.4

7. Item No. 7: Annual Winterization of Dry Sprinkler at SMHQ

Action	Description	NFPA-25 Standard Reference
Maintenance	Dry Pipe system in preparation of winter months by ensuring no water remains in system	Chapter 13.4.5.3.3

8. Item No. 8: 3-Year Sprinkler Inspection & Testing at SMHQ

Action	Description	NFPA-25 Standard Reference
Test	Dry Pipe system for air leakage	Chapter 13.4.5.2.9
Test	Dry Pipe valves by performing a full-flow trip test	Chapter 13.4.5.2.2.2
Test	Pre-Action valves by performing a trip test	Chapter 13.4.3.2.3
Test	Pre-Action system for air leakage	Chapter 13.4.3.2.6
Test	Hose valves	Chapter 13.6.2

9. Item No. 9: 5-Year Standpipe Inspection & Testing at SMHQ

Action	Description	NFPA-25 Standard Reference
Inspect	Alarm Valves (internally)	Chapter 13.4.1.2
Test	Standpipe Flow Test	Chapter 6.3.1
Test	Standpipe Hydrostatic Test	Chapter 6.3.2

10. Item No. 10: 5-Year Sprinkler Inspection & Testing at SMHQ

Action	Description	NFPA-25 Standard Reference
Inspect	Alarm Valves (internally)	Chapter 13.4.1.2
Inspect	Alarm Valve strainers, filters, orifices	Chapter 13.4.1.2
Inspect	Check Valves (internally)	Chapter 13.4.2.1
Inspect	Dry Pipe valves strainers, filters, orifices	Chapter 13.4.5.1.4
Inspect	Pre-Action valve strainers, filters, orifices	Chapter 13.4.3.1.3
Test	Gauges	Chapter 13.2.4.2
Test	Sprinkler system pressure-reducing valves	Chapter 13.5.1.2
Test	Hose connection pressure-regulating valves	Chapter 13.5.2.2
Test	Hose rack pressure-regulating valves	Chapter 13.5.3.2
Test	Sprinkler FDC Hydrostatic Test	Chapter 13.8.5
Maintenance	Pre-Action valves	Chapter 13.4.3.3

11. Item No. 11: 5-Year Sprinkler Inspection & Testing at RC New Siphon

Action	Description	NFPA-25 Standard Reference
Inspect	Alarm Valves (internally)	Chapter 13.4.1.2
Inspect	Alarm Valve strainers, filters, orifices	Chapter 13.4.1.2
Inspect	Check Valves (internally)	Chapter 13.4.2.1
Test	Gauges	Chapter 13.2.4.2
Test	Sprinkler system pressure-reducing valves	Chapter 13.5.1.2
Test	Hose connection pressure-regulating valves	Chapter 13.5.2.2
Test	Sprinkler FDC Hydrostatic Test	Chapter 13.8.5

12. Item No. 12: Semi-Annual Fire Alarm Inspection & Testing at SMHQ

Action	Description	NFPA-72 Standard Reference
Inspect	Control Equipment to verify a system normal condition: • Trouble signals	Table 14.3.1-2
Inspect	Batteries (VRLA type)	Chapter 10.6.10, Table 14.3.1-9

Action	Description	NFPA-72 Standard Reference
Inspect	Remote Annunciator	Table 14.3.1-11
Inspect	Surge protective devices	Table 14.3.1-14
Inspect	Initiating devices: • Air sampling in-line filters • Duct detectors • Electromechanical releasing devices • Manual fire alarm boxes • Heat detectors • Smoke detectors • Supervisory signal devices • Waterflow devices	Table 14.3.1-17, Chapters 17.7.4.6, 17.7.6.5
Inspect	Carbon monoxide detectors	Table 14.3.1-19
Inspect	Alarm control interfaces and emergency control function interfaces	Table 14.3.1-20
Inspect	Notification Appliances: • Audible appliances • Visual appliances	Table 14.3.1-22, Chapter 18.5.5
Test	Batteries (VRLA type) and charger: • Temperature test • Charger test • Cell/Unit voltage test • Ohmic test	Table 14.4.3.2-9

13. Item No. 13: Semi-Annual Fire Alarm Inspection & Testing at RC New Siphon

Action	Description	NFPA-72 Standard Reference
Inspect	Control Equipment to verify a system normal condition: • Trouble signals	Table 14.3.1-2
Inspect	Batteries (VRLA type)	Chapter 10.6.10, Table 14.3.1-9
Inspect	Surge protective devices	Table 14.3.1-14
Inspect	Initiating devices: • Electromechanical releasing devices • Manual fire alarm boxes • Heat detectors • Smoke detectors • Supervisory signal devices • Waterflow devices	Table 14.3.1-17, Chapters 17.7.4.6, 17.7.6.5
Inspect	Alarm control interfaces and emergency control function interfaces	Table 14.3.1-20

Action	Description	NFPA-72 Standard Reference
Inspect	Notification Appliances: • Audible appliances • Visual appliances	Table 14.3.1-22, Chapter 18.5.5
Test	Batteries (VRLA type) and charger: • Temperature test • Charger test • Cell/Unit voltage test • Ohmic test	Table 14.4.3.2-9

14. Item No. 14: Annual Fire Alarm Inspection & Testing at SMHQ

Action	Description	NFPA-72 Standard Reference
Inspect	All Equipment to ensure no changes that affect performance: • Building modifications • Occupancy changes • Changes in environmental conditions • Device location • Physical obstructions • Device orientation • Physical damage • Degree of cleanliness	Chapters 14.3.4, 14.3.5
Inspect	Control Unit / Fire Alarm Control Panel (FACP): • Fuses • Interfaced equipment • Lamps and LEDs • Primary (main) power supply	Table 14.3.1-2
Inspect	Supervising Station Digital alarm communicator transmitter (DACT)	Table 14.3.1-4
Inspect	Notification appliance circuit (NAC) power extenders	Chapter 10.6, Table 14.3.1-12
Inspect	Remote power supplies	Chapter 10.6, Table 14.3.1-13
Inspect	Optical fiber cable connections	Table 14.3.1-16
Inspect	Initiating devices: • Duct detectors, sampling tubes	Table 14.3.1-17, Chapter 17.7.6.5
Test	Control Unit (FACP) • Functions • Fuses • Interfaced equipment • Lamps and LEDs	Table 14.4.3.2-2

Action	Description	NFPA-72 Standard Reference
	• Primary (main) power supply	
Test	Alarm control unit trouble signals • Audible and visual • Disconnect switches • Ground-fault monitoring circuit • Transmission of signals to off-premises location	Table 14.4.3.2-3
Test	Supervising Station Digital alarm communicator transmitter (DACT)	Table 14.4.3.2-4
Test	Secondary (standby) power supply	Table 14.4.3.2-8
Test	Batteries (VRLA type): • Replacement/Load test (1x every 3 years)	Table 14.4.3.2-9
Test	Remote annunciators	Table 14.4.3.2-11
Test	Conductors (metallic) for circuit integrity	Table 14.4.3.2-15
Test	Nonmetallic pathways for circuit integrity	Table 14.4.3.2-16
Test	Initiating devices: • Electromechanical releasing device • Fire extinguishing system alarm switch • Heat detectors • Manual fire alarm boxes • Smoke detectors (air sampling and duct type) • Carbon monoxide (CO) detectors • Supervisory initiating devices o High/Low air pressure switch o Room temperature switch o Water level switch o Water temperature switch	Table 14.4.3.2-17
Test	Interface equipment	Table 14.4.3.2-20
Test	Alarm notification appliances: • Audible • Visual	Table 14.4.3.2-22
Test	Emergency control functions: • HVAC fan shutdown • Elevator recall	Table 14.4.3.2-24

15. Item No. 15: Annual Fire Alarm Inspection & Testing at RC New Siphon

Action	Description	NFPA-72 Standard Reference
Inspect	All Equipment to ensure no changes that affect performance: • Building modifications • Occupancy changes • Changes in environmental conditions • Device location • Physical obstructions • Device orientation • Physical damage • Degree of cleanliness	Chapters 14.3.4, 14.3.5
Inspect	Control Unit / Fire Alarm Control Panel (FACP): • Fuses • Interfaced equipment • Lamps and LEDs • Primary (main) power supply	Table 14.3.1-2
Inspect	Supervising Station Digital alarm communicator transmitter (DACT)	Table 14.3.1-4
Inspect	Notification appliance circuit (NAC) power extenders	Chapter 10.6, Table 14.3.1-12
Inspect	Remote power supplies	Chapter 10.6, Table 14.3.1-13
Inspect	Optical fiber cable connections	Table 14.3.1-16
Test	Control Unit (FACP) • Functions • Fuses • Interfaced equipment • Lamps and LEDs • Primary (main) power supply	Table 14.4.3.2-2
Test	Alarm control unit trouble signals • Audible and visual • Disconnect switches • Ground-fault monitoring circuit • Transmission of signals to off-premises location	Table 14.4.3.2-3
Test	Supervising Station Digital alarm communicator transmitter (DACT)	Table 14.4.3.2-4
Test	Secondary (standby) power supply	Table 14.4.3.2-8
Test	Batteries (VRLA type): • Replacement/Load test (1x every 3 years)	Table 14.4.3.2-9
Test	Remote annunciators	Table 14.4.3.2-11

Action	Description	NFPA-72 Standard Reference
Test	Conductors (metallic) for circuit integrity	Table 14.4.3.2-15
Test	Nonmetallic pathways for circuit integrity	Table 14.4.3.2-16
Test	Initiating devices: • Electromechanical releasing device • Fire extinguishing system alarm switch • Heat detectors • Manual fire alarm boxes • Smoke detectors • Supervisory initiating devices o High/Low air pressure switch o Room temperature switch o Water level switch o Water temperature switch	Table 14.4.3.2-17
Test	Interface equipment	Table 14.4.3.2-20
Test	Alarm notification appliances: • Audible • Visual	Table 14.4.3.2-22

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Paul Brumlik
Director of Classifications
Bureau of Labor Law

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BLASTER

Blaster

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $59.81
Supplemental Benefit Rate per Hour: $57.77

Blaster - Hydraulic Trac Drill

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $53.95
Supplemental Benefit Rate per Hour: $57.77

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $53.12
Supplemental Benefit Rate per Hour: $57.77

Blaster - Journeyperson

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.60
Supplemental Benefit Rate per Hour: $57.77

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $23.30
Supplemental Benefit Rate per Hour: $57.77

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
Columbus Day
Christmas Day

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

Paid Holidays
Labor Day
Thanksgiving Day

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

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $70.38
Supplemental Benefit Rate per Hour: $50.33
Supplemental Note: For time and one half overtime - $74.92 For double overtime - $99.51

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
Martin Luther King Jr. Day

President's Day
Memorial Day
Independence Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Juneteenth

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

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

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

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $61.29
Supplemental Benefit Rate per Hour: $46.60

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

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

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

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

Paid Holidays
None

Shift Rates
The second shift wage rate shall be a 15% wage premium with no premium for supplemental benefits. There must be a first shift in order to work a second shift.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $60.05
Supplemental Benefit Rate per Hour: $50.83

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day

Paid Holidays
None

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

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineered Structures and Building Foundations including all form work)

Heavy Construction Work

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.59
Supplemental Benefit Rate per Hour: $57.84

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 and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.

(Carpenters District Council)

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

Carpenter High Rise A

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $51.48
Supplemental Benefit Rate per Hour: $44.74

Carpenter High Rise B

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $40.89
Supplemental Benefit Rate per Hour: $18.05

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

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

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.20
Supplemental Benefit Rate per Hour: $51.20

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates

The second shift will receive 112% of the straight time hourly rate. Benefit fund contributions shall be paid at the straight time rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - WOOD WATER STORAGE TANK

Tank Mechanic

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.58
Supplemental Benefit Rate per Hour: $27.26

Tank Helper

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $31.04
Supplemental Benefit Rate per Hour: $27.18

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
1/2 day on Christmas Eve if work is performed in the A.M.
Christmas Day
1/2 day on New Year's Eve if work is performed in the A.M.

Vacation

Employed for one (1) year.....one (1) week vacation (40 hours)
Employed for three (3) years.....two (2) weeks vacation (80 hours)
Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

SICK LEAVE:

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

(Carpenters District Council)

CEMENT & CONCRETE WORKER
Building Work

Cement & Concrete Worker

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $47.28
Supplemental Benefit Rate per Hour: $34.20
Supplemental Note: $39.20 on Saturdays; $44.20 on Sundays & Holidays

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $36.80
Supplemental Benefit Rate per Hour: $26.20
Supplemental Note: $29.20 on Saturdays; $32.20 on Sundays & Holidays

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

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day before Christmas Day
1/2 day before New Year's Day

Shift Rates
All night shifts are paid at straight time plus 10% differential.

(Cement & Concrete Workers District Council 16)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $59.87
Supplemental Benefit Rate per Hour: $34.76
Supplemental Note: Supplemental benefit time and one half rate: $63.22; Double time rate: double the base supplemental benefit rate.

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

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

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

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

(Local #780) (BCA)

CORE DRILLER
Test Boring

Core Driller

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.78
Supplemental Benefit Rate per Hour: $36.07

Core Driller Helper

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $38.15
Supplemental Benefit Rate per Hour: $36.07

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.37
Supplemental Benefit Rate per Hour: $36.07
eucli

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.61
Supplemental Benefit Rate per Hour: $36.07

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $26.83
Supplemental Benefit Rate per Hour: $36.07

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
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates

When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive two dollars ($2.00) 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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $61.82
Supplemental Benefit Rate per Hour: $63.63

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.

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
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.

Derrick Person & Rigger- Handset

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $59.67
Supplemental Benefit Rate per Hour: $62.64

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.

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
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $77.46
Supplemental Benefit Rate per Hour: $57.84

Diver Tender (Marine)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.00
Supplemental Benefit Rate per Hour: $57.84

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.59
Supplemental Benefit Rate per Hour: $57.84

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 and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Dockbuilders are employed, single time will be paid for each shift.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Including work involving the delivery to and hauling from such worksites of aggregate supply construction materials and any time spent loading/unloading

Driver - Dump Truck

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $47.07
Supplemental Benefit Rate per Hour: $61.15
Supplemental Note: Over 40 hours worked: at time and one half rate - $25.50; at double time rate - $34.00

Driver - Tractor Trailer

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.76
Supplemental Benefit Rate per Hour: $60.15
Supplemental Note: Over 40 hours worked: at time and one half rate - $32.83; at double time rate - $41.60

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.07

Supplemental Benefit Rate per Hour: $60.15
Supplemental Note: Over 40 hours worked: at time and one half rate - $32.83; at double time rate - $41.60

Driver – Boom Truck

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $52.51
Supplemental Benefit Rate per Hour: $60.15
Supplemental Note: Over 40 hours worked: at time and one half rate - $32.83; at double time rate - $41.60

Driver – Goldhofer & Self Propelled Modular Trailer (SPMT)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $53.51
Supplemental Benefit Rate per Hour: $60.15
Supplemental Note: Over 40 hours worked: at time and one half rate - $32.83; at double time rate - $41.60

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.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays
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

Shift Rates
Off shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch

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Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $44.50
Supplemental Benefit Rate per Hour: $54.88
Supplemental Note: Over 40 hours worked: time and one half rate $22.59; double time rate $30.12

Overtime Description
For Paid Holidays: Employees who do not work on a contractual holiday shall be compensated two (2) hours extra pay in straight time wages and benefits for every day on which the Employee does not pass up a day's work during the calendar week (Sunday through Saturday) of the holiday, up to a maximum of ten (10) hours in wages and eight (8) hours in benefit contributions for the holiday

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).
Martin Luther King Jr. Day
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
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $70.28
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $72.74
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $96.00
Supplemental Benefit Rate per Hour: $72.34
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $96.00
Supplemental Benefit Rate per Hour: $74.80
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $75.10
Supplemental Benefit Rate per Hour: $78.93
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $75.10
Supplemental Benefit Rate per Hour: $81.66
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift Overtime after 7.5 hours)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $112.65
Supplemental Benefit Rate per Hour: $81.35
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $112.65
Supplemental Benefit Rate per Hour: $84.07
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $84.12
Supplemental Benefit Rate per Hour: $86.28
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $84.12
Supplemental Benefit Rate per Hour: $89.25
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift Overtime after 7 hours)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $126.18
Supplemental Benefit Rate per Hour: $88.98
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $126.18
Supplemental Benefit Rate per Hour: $91.96
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

*** Supplemental Benefit Rate per Hour Note**
In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

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 $27.91, effective 04/15/2027 the supplemental benefit rate is $29.91 - See * Supplemental Benefit Rate per Hour Note above.

Electrician "M" 1st Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $26.79

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $27.42

Electrician "M" 1st Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $41.25
Supplemental Benefit Rate per Hour: $28.52

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $41.25
Supplemental Benefit Rate per Hour: $29.16

Electrician "M" 2nd Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $28.50
Supplemental Benefit Rate per Hour: $27.32

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $28.50
Supplemental Benefit Rate per Hour: $27.97

Electrician "M" 2nd Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $42.75
Supplemental Benefit Rate per Hour: $29.12

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $42.75
Supplemental Benefit Rate per Hour: $29.77

Electrician "M" 3rd Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $30.50
Supplemental Benefit Rate per Hour: $28.40

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $30.50
Supplemental Benefit Rate per Hour: $29.05

Electrician "M" 3rd Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $45.75
Supplemental Benefit Rate per Hour: $30.33

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $45.75
Supplemental Benefit Rate per Hour: $30.98

Electrician "M" 4th Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $30.01

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $30.68

Electrician "M" 4th Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $50.25
Supplemental Benefit Rate per Hour: $32.13

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $50.25

Supplemental Benefit Rate per Hour: $32.80

Electrician "M" 5th Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $36.50
Supplemental Benefit Rate per Hour: $31.62

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $36.50
Supplemental Benefit Rate per Hour: $32.31

Electrician "M" 5th Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $54.75
Supplemental Benefit Rate per Hour: $33.93

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $54.75
Supplemental Benefit Rate per Hour: $34.61

Electrician "M" 6th Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $43.50
Supplemental Benefit Rate per Hour: $35.39

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $43.50
Supplemental Benefit Rate per Hour: $36.11

Electrician "M" 6th Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $65.25
Supplemental Benefit Rate per Hour: $38.14

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $65.25
Supplemental Benefit Rate per Hour: $38.85

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: 7/1/2026 - 3/11/2027
Wage Rate per Hour: $39.45
Supplemental Benefit Rate per Hour: $23.33
Supplemental Note: $21.20 only after 8 hours worked in a day

Effective Period: 3/12/2027 - 6/30/2027
Wage Rate per Hour: $40.45
Supplemental Benefit Rate per Hour: $23.86
Supplemental Note: $21.74 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.
Time and one half the regular rate for Sunday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:30 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:
One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2026 - 4/21/2027
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $72.46
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/22/2027 - 6/30/2027
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $74.92
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2026 - 4/21/2027
Wage Rate per Hour: $49.66
Supplemental Benefit Rate per Hour: $53.91
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/22/2027 - 6/30/2027
Wage Rate per Hour: $49.66
Supplemental Benefit Rate per Hour: $55.91
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2026 - 4/21/2027
Wage Rate per Hour: $43.61
Supplemental Benefit Rate per Hour: $48.96
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/22/2027 - 6/30/2027
Wage Rate per Hour: $43.61
Supplemental Benefit Rate per Hour: $50.89
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

*** Supplemental Benefit Rate per Hour Note**
In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

Overtime Description
Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.
Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.
Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $86.43
Supplemental Benefit Rate per Hour: $43.43

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $89.76
Supplemental Benefit Rate per Hour: $44.53

Overtime Description
For New Construction: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 6:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 6:00pm and 5:00 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: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $68.06
Supplemental Benefit Rate per Hour: $43.38

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $70.72
Supplemental Benefit Rate per Hour: $44.48

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 5:00am.

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

Cherrypickers 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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $79.50
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $127.20

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, Cherrypickers. 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 person auger.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $76.95
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $123.12

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $72.72
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $116.35

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar

nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $76.55
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $122.48

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $102.42
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $163.87

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.50
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $77.60

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.90
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $79.84

Engineer - Heavy Construction Service Engineer

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2026 - 6/30/2027

Wage Rate per Hour: $68.42
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $109.47

Engineer - Heavy Construction Service Mechanic

Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Gunite Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $45.50
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $72.80

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $73.88
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $118.21

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $68.81
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $110.10

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.83
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $74.93

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
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

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $63.77
Supplemental Benefit Rate per Hour: $50.85
Supplemental Note: $94.15 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.27
Supplemental Benefit Rate per Hour: $50.85
Supplemental Note: $94.15 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck

Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $60.35
Supplemental Benefit Rate per Hour: $50.85
Supplemental Note: $94.15 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $43.39
Supplemental Benefit Rate per Hour: $50.85
Supplemental Note: $94.15 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
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates
When two (2) or more shifts are employed, single time will be paid for each shift.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.27
Supplemental Benefit Rate per Hour: $29.92
Supplemental Note: Overtime Benefit Rate - $35.66 per hour (time & one half) $41.39 per hour (double time).

Instrument Person

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.26
Supplemental Benefit Rate per Hour: $29.92
Supplemental Note: Overtime Benefit Rate -$35.66 per hour (time & one half) $41.39 per hour (double time).

Rodperson

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $33.55
Supplemental Benefit Rate per Hour: $29.92
Supplemental Note: Overtime Benefit Rate - $35.66 per hour (time & one half) $41.39 per hour (double time).

Rodperson 1st Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $29.92
Supplemental Note: Overtime Benefit Rate - $35.66 per hour (time & one half) $41.39 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
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
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $71.62
Supplemental Benefit Rate per Hour: $46.38
Supplemental Note: Overtime Benefit Rate - $65.85 per hour (time & one half) $85.31 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.50
Supplemental Benefit Rate per Hour: $46.38
Supplemental Note: Overtime Benefit Rate - $65.85 per hour (time & one half) $85.31 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.86
Supplemental Benefit Rate per Hour: $46.38
Supplemental Note: Overtime Benefit Rate - $65.85 per hour (time & one half) $85.31 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
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
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $80.18
Supplemental Benefit Rate per Hour: $51.37
Supplemental Note: Overtime benefit rate - $73.21 per hour (time & one half), $95.05 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $56.72
Supplemental Benefit Rate per Hour: $51.37
Supplemental Note: Overtime benefit rate - $73.21 per hour (time & one half), $95.05 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.30
Supplemental Benefit Rate per Hour: $51.37
Supplemental Note: Overtime benefit rate - $73.21 per hour (time & one half), $95.05 per hour (double time).

Field Engineer - HC Rodperson 1st Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $51.37
Supplemental Note: Overtime benefit rate - $73.21 per hour (time & one half), $95.05 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
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
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $76.11
Supplemental Benefit Rate per Hour: $49.70
Supplemental Note: Overtime benefit rate - $70.71 per hour (time & one half), $91.71 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $53.33
Supplemental Benefit Rate per Hour: $49.70
Supplemental Note: Overtime benefit rate - $70.71 per hour (time & one half), $91.71 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $33.45
Supplemental Benefit Rate per Hour: $49.70
Supplemental Note: Overtime benefit rate - $70.71 per hour (time & one half), $91.71 per hour (double time).

Field Engineer - Steel Erection Rodperson 1st Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $49.70
Supplemental Note: Overtime benefit rate - $67.22 per hour (time & one half), $87.07 per hour (double time).

Overtime Description
Time and one half the regular rate for Saturday for the first eight hours worked.
Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime
Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day
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
Employees must work at least one (1) day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $95.27
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $152.43

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $98.67
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $157.87

Operating Engineer - Road & Heavy Construction III

Mine Hoists (Cranes, etc. when used as Mine Hoists)

Effective Period: 7/1/2026 - 6/30/2027

Wage Rate per Hour: $101.86
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $162.98

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $99.37
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $158.99

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $97.41
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $155.86

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $92.51
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $148.02

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $74.63
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $119.41

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.84
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $73.02

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $87.98
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $140.77

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $80.83
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $129.33

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.68
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $100.29

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $93.50
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $149.60

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $90.57
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $144.91

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $86.55
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $138.48

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $58.23
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $93.17

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $82.63
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $132.21

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $83.23
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Shift Wage Rate: $133.17

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $119.67
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $191.47

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $92.51
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $148.02

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $90.14
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $144.22

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $76.11
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $121.78

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $98.93
Supplemental Benefit Rate per Hour: $40.40

Supplemental Note: $74.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $58.68
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $78.97
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $103.35
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $165.36

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $99.29
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $158.86

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $54.73
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $87.57

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine. (Public Works Only)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $52.08
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $83.33

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $74.34
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $55.45
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $94.79
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $100.43
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $82.68
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $81.79
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $64.87
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
For New House Car projects Wage Rate per Hour $51.61
For New House Car projects: Supplemental Benefit overtime hours: $74.50

Overtime Description
On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
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

When two (2) or more shifts are employed, single time will be paid for each shift.
For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLAGGER

Flagger to be paid at the rate of the journeyperson or apprentice in the trade performing the underlying work.

In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, this title includes traffic control duty only for City public works contracts and subcontracts solicited on or after July 1, 2024.

On City public works contracts and subcontracts solicited on or after July 1, 2024, traffic control worker to be paid at the rate of the journeyperson or apprentice in the trade performing the underlying work.

If the trade performing the underlying work does not regularly employ a flagger or traffic control worker, then one of the following titles must be used on such projects:
Laborer - Heavy & Highway
Laborer - Paver & Roadbuilder
Laborer - Paver & Roadbuilder Line Striping (Roadway)

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $60.05
Supplemental Benefit Rate per Hour: $50.83

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day

Shift Rates
Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.72
Supplemental Benefit Rate per Hour: $60.05

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

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

Paid Holidays
None

DC9 (Local #1087)

GLAZIER - REPAIR & MAINTENANCE
(For the Installation of Glass - All repair and maintenance work on a particular building.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Storm windows and storm doors, Herculite door repairs, Door closer repairs, Glass tinting.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $28.32
Supplemental Benefit Rate per Hour: $28.68

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 rate for work on the following holiday(s).
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays
New Year's Day
President's Day
Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

DC9 (Local #1087)

HAZARDOUS MATERIAL HANDLER
(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $40.00
Supplemental Benefit Rate per Hour: $26.27

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays
None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $73.21
Supplemental Benefit Rate per Hour: $37.81

Overtime Description
Supplemental Benefit contributions are to be made at the applicable overtime rates.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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

Paid Holidays
None

Shift Rates
The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied buildings may be worked on weekdays with an increment of one-dollar ($1.00) per hour and eight (8) hours pay for seven (7) hours worked.

(Local #12) (BCA)

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $40.60
Supplemental Benefit Rate per Hour: $32.80

House Wrecker - Tier B

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $29.83
Supplemental Benefit Rate per Hour: $25.21

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

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

Paid Holidays
None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.65
Supplemental Benefit Rate per Hour: $69.29
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.

Overtime
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
When two or three shifts are employed on a job, Monday through Friday, each shift will be paid eight (8) hours at the straight time rate for eight (8) hours of work; at time and one-half the regular straight time rate for the first two (2) hours of overtime worked beyond eight (8) hours; and at double time for all work thereafter. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight (8) hours will be paid at straight time rate for seven (7) hours of work, and all overtime shall be paid at time and one-half the regular straight time rates. On Saturday, Sundays and Holidays, time and one-half the regular straight time rate shall be paid for all work up to seven (7) hours and double time shall be paid for all work thereafter.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $59.45
Supplemental Benefit Rate per Hour: $94.63
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

Paid Holidays

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

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.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

(Local #40 & #361)

LABORER – HEAVY & HIGHWAY
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer - Heavy & Highway

Excavation and foundation work for buildings, heavy construction, street pipe laying, 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. In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, for City public work contracts and subcontracts solicited on or after July 1, 2024 only, includes traffic control duty associated with such projects.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.60
Supplemental Benefit Rate per Hour: $57.77

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
Columbus Day
Christmas Day

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

LABORER - PAVER & ROADBUILDER

Laborer - Paver & Roadbuilder

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work. In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, for City public work contracts and subcontracts solicited on or after July 1, 2024 only, includes traffic control duty associated with such projects.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.98

Supplemental Benefit Rate per Hour: $56.65
Supplemental Note: For time and one half overtime - $61.53 For double overtime - $66.40

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.85
Supplemental Benefit Rate per Hour: $56.65
Supplemental Note: For time and one half overtime - $61.53 For double overtime - $66.40

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.98
Supplemental Benefit Rate per Hour: $56.65
Supplemental Note: For time and one half overtime - $61.53 For double overtime - $66.40

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.85
Supplemental Benefit Rate per Hour: $56.65
Supplemental Note: For time and one half overtime - $61.53 For double overtime - $66.40

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $51.45
Supplemental Benefit Rate per Hour: $56.65
Supplemental Note: For time and one half overtime - $61.53 For double overtime - $66.40

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day

Paid Holidays

Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours at the straight time rate 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.

(Local #1010)

LABORER - PAVER & ROADBUILDER LINE STRIPING (ROADWAY)

(Road markings, applications of striping and surface coatings on Roadways, Bus lanes, Bike lanes & Pedestrian Plazas)

Striping - Machine Operator (Thermoplastic & Epoxy)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $43.00
Supplemental Benefit Rate per Hour: $25.77
Supplemental Note: For time and one half overtime - $28.02 For double overtime - $30.27

Lineperson - Crew Chief

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $47.00
Supplemental Benefit Rate per Hour: $25.77
Supplemental Note: For time and one half overtime - $28.02 For double overtime - $30.27

Laborer: Striping Assistant - Green Infrastructure - Traffic Control

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $41.00

Supplemental Benefit Rate per Hour: $25.77
Supplemental Note: For time and one half overtime - $28.02 For double overtime - $30.27

Overtime Description
For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.

Overtime
Time and one half the regular rate 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 the following holiday(s).

Paid Holidays
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Shift Rates
Vacation
As of January 1, 2026, Vacation removed and its value was incorporated in the Supplemental Benefit rate above.

Vacation
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.

(Local #1010)

LANDSCAPING

Landscaper (Year 6 and above)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $40.66
Supplemental Benefit Rate per Hour: $18.55

Landscaper (Year 3 - 5)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.39
Supplemental Benefit Rate per Hour: $18.55

Landscaper (up to 3 years)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $36.19
Supplemental Benefit Rate per Hour: $18.55

Groundsperson

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $36.19
Supplemental Benefit Rate per Hour: $18.55

Tree Remover / Pruner

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $47.08
Supplemental Benefit Rate per Hour: $18.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.28
Supplemental Benefit Rate per Hour: $18.55

Watering - Plant Maintainer

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.85
Supplemental Benefit Rate per Hour: $18.55

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $60.21
Supplemental Benefit Rate per Hour: $44.96

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $60.61
Supplemental Benefit Rate per Hour: $45.31

Marble Finisher

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $46.17
Supplemental Benefit Rate per Hour: $41.91

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $46.49
Supplemental Benefit Rate per Hour: $42.11

Marble Polisher

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $45.11
Supplemental Benefit Rate per Hour: $35.01

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $45.47
Supplemental Benefit Rate per Hour: $35.21

Marble Maintenance Finisher

Effective Period: 7/1/2026 - 7/1/2026

Wage Rate per Hour: **$28.30**
Supplemental Benefit Rate per Hour: **$15.94**

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: **$28.56**
Supplemental Benefit Rate per Hour: **$16.09**

Overtime Description
Supplemental Benefit contributions are to be made at the applicable overtime rates.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
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
Building Laborer

Mason Tender

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$42.55**
Supplemental Benefit Rate per Hour: **$34.64**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

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

Paid Holidays

None

Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving 114.3% of straight time on wage rate and fringe benefit rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $38.40
Supplemental Benefit Rate per Hour: $26.89

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.59
Supplemental Benefit Rate per Hour: $21.21

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $47.85
Supplemental Benefit Rate per Hour: $57.11
Supplemental Note: For time and one half overtime - $69.11 For double overtime - $90.51

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
Thanksgiving Day
Christmas Day

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

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

Shift Rates
Off-shift work outside of normal working hours shall receive straight time rate plus $12 per hour for the first eight (8) hours.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.03
Supplemental Benefit Rate per Hour: $59.98

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Veteran's 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
Second and third shifts receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second and third shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $55.82
Supplemental Benefit Rate per Hour: $49.47

Mosaic Mechanic- Mosaic & Terrazzo Mechanic / Machine Operator Grinder

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $54.22
Supplemental Benefit Rate per Hour: $49.47

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
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)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $45.50
Supplemental Benefit Rate per Hour: $45.72
Supplemental Note: Supplemental benefits for time and one half overtime - $54.78, For double overtime - $63.83

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.50
Supplemental Benefit Rate per Hour: $45.72
Supplemental Note: Supplemental benefits for time and one half overtime - $54.78, For double overtime - $63.83

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
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(District Council of Painters #9)

PAINTER - BRIDGE & STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.00
Supplemental Benefit Rate per Hour: $57.21

Painter - Power Tool

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $64.00

Supplemental Benefit Rate per Hour: $57.21
Overtime Wage Rate: $7.00 above the "Painters on Structural Steel" overtime rate.

Overtime Description
Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift to work a second shift.

(Local #806)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $35.00
Supplemental Benefit Rate per Hour: $12.84

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $35.95
Supplemental Benefit Rate per Hour: $12.84

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $38.50
Supplemental Benefit Rate per Hour: $12.84

ASSISTANT METAL POLISHER

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.19
Supplemental Benefit Rate per Hour: $12.47

ASSISTANT METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.94
Supplemental Benefit Rate per Hour: $12.47

ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $29.69
Supplemental Benefit Rate per Hour: $12.47

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.

Holiday Pay
Double time the regular rate for work on the following Holiday plus the day's pay. Only employees who have completed one year of service, including any trial period shall be eligible for 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.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

Day after Thanksgiving
Christmas Day

Shift Rates
Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.39
Supplemental Benefit Rate per Hour: $29.75

Assistant Sign Painter

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $41.98
Supplemental Benefit Rate per Hour: $29.04

Overtime Description
If any employee is required to work on any of the paid holidays then the employee shall receive double time rate of wages as well as the holiday pay for that day.

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.

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Personal Day

Vacation
At least 1 year of employment.....1 week

2 years or more of employment.....2 weeks
8 years or more of employment.....3 weeks

(Local #8A-28A)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.02
Supplemental Benefit Rate per Hour: $46.90
Supplemental Note: Supplemental benefits for time and one half overtime - $55.87, For double overtime - $64.84

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
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
None

(District Council of Painters #9)

PLASTERER

Plasterer

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.51
Supplemental Benefit Rate per Hour: $32.78

Plasterer II

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $32.11
Supplemental Benefit Rate per Hour: $16.70

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

Shift Rates
When it is not possible to conduct work during regular working hours (between 6:00am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $42.55
Supplemental Benefit Rate per Hour: $34.64

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

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

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

Paid Holidays
None

Shift Rates
When 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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $78.05
Supplemental Benefit Rate per Hour: $46.40
Supplemental Note: Double time shall be paid for supplemental benefits during overtime work.

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.52
Supplemental Benefit Rate per Hour: $37.04
Supplemental Note: Double time shall be paid for supplemental benefits during overtime work.

Overtime Description
Where the plumbing contract price is one and one half million dollars ($1,500,000.00) or less, double time the regular rate after an 8 hour day.

Overtime
Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven (7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts. For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits. For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:30 P.M. is not considered shift work, and therefore not subject to shift premium.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)
Mechanical Equipment and Service work is any repair and/or replacement of the present plumbing system that does not change existing roughing or water supply lines. Projects regardless of work type which have approved plans and specifications wherein the plumbing exceeds $725,000 are excluded.

Plumber

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.90
Supplemental Benefit Rate per Hour: $22.86

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

Paid Holidays
None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $54.25
Supplemental Benefit Rate per Hour: $33.21

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

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven (7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts. For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits. For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:30 P.M. is not considered shift work, and therefore not subject to shift premium.

(Plumbers Local #1)

PLUMBER: PUMP & TANK

Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $75.00
Supplemental Benefit Rate per Hour: $35.81

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election 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 4:30 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)

Journeyperson

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $66.58
Supplemental Benefit Rate per Hour: $33.85

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 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential. For projects bid and performed after July 1, 2023, the first shift shall be paid at the regular hourly rate plus a 5% differential.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $52.50
Supplemental Benefit Rate per Hour: $40.03

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.08
Supplemental Benefit Rate per Hour: $60.70
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $45.66
Supplemental Benefit Rate per Hour: $60.70

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $13.06

Overtime Description
Double time the regular rate after 10 hours on Saturday.

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
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
Juneteenth

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $52.54
Supplemental Benefit Rate per Hour: $31.61
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime Description
Double time the regular rate after 10 hours on Saturday.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Juneteenth

Paid Holidays
None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $33.06
Supplemental Benefit Rate per Hour: $3.04

Shipyard Mechanic - Second Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $22.89
Supplemental Benefit Rate per Hour: $2.26

Shipyard Laborer - First Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.74
Supplemental Benefit Rate per Hour: $3.28

Shipyard Laborer - Second Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $19.92
Supplemental Benefit Rate per Hour: $2.41

Shipyard Dockhand - First Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $28.65
Supplemental Benefit Rate per Hour: $3.27

Shipyard Dockhand - Second Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $20.78
Supplemental Benefit Rate per Hour: $3.20

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $58.00
Supplemental Benefit Rate per Hour: $63.44

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 the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $61.80
Supplemental Benefit Rate per Hour: $64.89
Supplemental Note: Overtime supplemental benefit rate for double time: $129.04. For time & half: $96.97

Steamfitter -Temporary Services

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.97
Supplemental Benefit Rate per Hour: $52.50

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The single time rate plus 15%.
Martin Luther King Jr. Day
President's Day
Columbus Day
Veteran's Day

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates
When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage.

Local 638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
(Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.35
Supplemental Benefit Rate per Hour: $23.46

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
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

Christmas Day

(Local #638-B)

STONE MASON - SETTER

Stone Mason - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.52
Supplemental Benefit Rate per Hour: $56.92

Overtime Description
Monday through Friday: Time and one quarter after seven hours worked. Time and one half after eight hours worked. Double time after 9 hours worked.
Saturday: Time and one half for the first nine hours worked. Double time after 9 hours worked.
Sunday and Holiday: double time for all hours worked.
Site Work: (paving and base course) paid at straight time for the first eight hours.

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
Thanksgiving Day
Christmas Day

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

Shift Rates
For all hours worked outside 8:00 am to 3:30 pm shall be paid double time unless flex band hours and/or site work are in use.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.01
Supplemental Benefit Rate per Hour: $37.67
Supplemental Note: Supplemental benefits for time and one half overtime - $42.80, For double overtime - $75.34

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Columbus Day
Thanksgiving Day
Day before Christmas
Christmas Day
Day before New Year's Day

(Local #1974)

TELECOMMUNICATION WORKER
(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

Telecommunication Worker

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $47.03
Supplemental Benefit Rate per Hour: $23.15
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $22.84 for Staten Island only.

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.93
Supplemental Benefit Rate per Hour: $34.66

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $66.35
Supplemental Benefit Rate per Hour: $38.06

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.59
Supplemental Benefit Rate per Hour: $57.41

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
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. Benefits for off-shift work shall be paid at the straight time rate.

(Local #1556)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $75.14
Supplemental Benefit Rate per Hour: $66.51

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $72.46
Supplemental Benefit Rate per Hour: $64.41

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $71.24
Supplemental Benefit Rate per Hour: $63.14

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $69.83
Supplemental Benefit Rate per Hour: $62.11

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $69.83
Supplemental Benefit Rate per Hour: $62.11

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $61.57
Supplemental Benefit Rate per Hour: $58.18

Blasters (Free Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $71.69
Supplemental Benefit Rate per Hour: $63.84

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $68.58
Supplemental Benefit Rate per Hour: $61.18

All Others (Free Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $63.40
Supplemental Benefit Rate per Hour: $56.62

Microtunneling (Free Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $54.86
Supplemental Benefit Rate per Hour: $48.95

Overtime Description

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.
For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 8 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.
For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

Paid Holidays

New Year's Day
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

(Local #147)

UTILITY LOCATOR
(Locate & mark underground utilities including gas for street excavation and utility line repairs)

Utility Locator (Months Over 60)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $38.03
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 55-60)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $35.83
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 49-54)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.07
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 43-48)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $32.30
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 37-42)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.54
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 31-36)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $28.78

Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 25-30)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.02
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 19-24)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.26
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 13-18)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 7-12)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $21.74
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 0-6)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $19.98
Supplemental Benefit Rate per Hour: $1.43
Supplemental Note: No Benefits for the first 90 days of employment.

Overtime

Time and one half the regular rate for work on the following holiday(s).
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

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

Shift Rates

10% shift differential to employees working any shift starting between noon and 5 AM.

Vacation

For up to 1 year 0 hours

For year 1 - 2 48 hours per year
For year 3 - 9 96 hours per year
For year 10 or more 144 hours per year

Sick Days:
For up to 1 year employee receives 40 hours paid sick leave.
For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.
For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.
For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

WELDER

WELDER AND FIREWATCH TO BE PAID AT THE RATE OF THE JOURNEYPERSON OR REGISTERED APPRENTICE IN THE TRADE PERFORMING THE WORK.

PART D

TERMS OF AGREEMENT

DEP STANDARD SUPPLY AND SERVICE CONTRACT

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THE CITY OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SUPPLY AND SERVICE CONTRACT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20___, by and between the City of New York, acting by and through the Commissioner of the Department of Environmental Protection, located at 59-17 Junction Blvd, Flushing, NY 11373 and _____(the "Contractor") located at_____.

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

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 Invitation for Bids (including, without limitation, the Information for Bidders);

(3) The Bid;

(4) The Agreement (this document);

(5) The Procurement Policy Board Rules;

(6) The Specifications and Scope of Work (including Schedule A, summarizing Contract-specific requirements);

(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;

(11) The Contractor's Payment and Performance Bonds (if required); and

(12) The Notice to Proceed with the 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 as capitalized defined terms 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 the New York City Department of Environmental Protection, the City agency that has entered into this Contract.

(3) "AGENCY CHIEF CONTRACTING OFFICER" or "ACCO" shall mean the position 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" or "CCPO" shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO.

(6) "COMMISSIONER" shall mean the head of the Department of Environmental Protection, or his/her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

(7) "COMPTROLLER" shall mean the Comptroller of the City of New York.

(8) "CONTRACT" or "CONTRACT DOCUMENTS" shall mean each of the various parts of the Contract referred to in Article 1 hereof, both as a whole and severally.

(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.

(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 defined below.

(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 "DEP" shall mean the Department of Environmental Protection 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 provisions of this Contract.

(15) "FEDERAL-AID CONTRACT" shall mean a contract for which the United States (federal) government provides funding as so designated in the Invitation for Bids.

(16) "FINAL ACCEPTANCE" shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

(17) "LAW(S)" 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, and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

(18) "MATERIALMAN" shall mean any corporation, firm partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor to fabricate or deliver, or who actually fabricates or delivers, plant, materials, or equipment to be incorporated in the Work.

(19) "OTHER CONTRACTOR(S)" shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) which has a contract with the City for work on or adjacent to the Site.

(20) "PROCUREMENT POLICY BOARD" or "PPB" shall mean the board established pursuant to Charter §311 whose function it is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City. The PPB Rules are set forth in Title 9 of the Rules of the City of New York ("RCNY"), §1-01 et seq.

(21) "PROJECT MANAGER" shall mean the person duly designated by the Commissioner to act as his/her representative in relation to this Contract.

(22) "REQUIRED QUANTITY" shall mean the actual quantity of any item of work or materials that is required to be performed or furnished in order to comply with a unit price Contract.

(23) "SITE" shall mean the area upon or in which the Contractor's operations under the Contract are carried out and such other areas adjacent thereto as are necessary to complete the Work.

(24) "SMALL TOOLS" shall mean items ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

(25) "SPECIFICATIONS" shall mean all of the directions, requirements and standards of performance applying to the Work, whether denominated as "General Conditions," "Detailed Specifications," "Scope of Services," or otherwise.

(26) "SUBCONTRACTOR" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or its Subcontractor 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.

(27) "SUPPLIER" shall mean an actual or potential supplier to the Contractor.

(28) "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.

ARTICLE 3 CHARACTER OF THE WORK

Unless otherwise expressly provided in the Contract Documents, 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.

B. Without limiting the generality of the foregoing, the following Laws shall be complied with by the Contractor.

(1) Right To Know: Where applicable, in accordance with the New York State "Right to Know" law and the federal OSHA Hazard Communication standard set forth in 29 CFR 1910.1200, the Contractor shall submit appropriate Safety Data Sheets ("SDS") when using chemically based substances on DEP premises. Failure to provide the relevant SDS, if required prior to award of this Contract, may cause the Contractor's bid to be rejected as non-responsive or, if required at a time when 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, NY 12180-2216; (518) 402-7800.

(2) Noise Control Code Provisions: In accordance with the Noise Abatement Contract Compliance provisions of the Admin. Code, devices and activities that 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 the 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 thereunder, 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 manufacturer's operating specifications. If the Contractor cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the Department. In addition, the Contractor's certified Construction Noise Mitigation Plan is subject to inspection by the Department in accordance with 15 RCNY §28-101. No Work may take place at a Site unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the Contractor shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Admin. Code and RCNY.

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

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

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

C. Procurement Policy Board Rules: This Contract is subject to the 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 all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and its Subcontractors' 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 of 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. To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold the City, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the Contractor and/or its Subcontractors) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Contractor and/or its Subcontractors in the performance of this Contract or from the Contractor's and/or its Subcontractors' failure to comply with any of the provisions of this Contract or of the Law. Such costs and expenses shall include, without limitation, all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 5(D) by way of cross-claim, third-party claim, declaratory judgment action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

E. 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 Contract.

F. 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.

G. The indemnification obligations 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 Contract.

H. <u>Withholding of Payments</u>:

(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 Contract, the City shall have the right to withhold further payments under this Contract for the purpose of setoff 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 setoff 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.

(4) The Department may, at its option, withhold for purposes of setoff 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.

ARTICLE 6 COMMENCEMENT AND EXECUTION OF THE WORK

The period of performance of this Contract shall be as shown in Schedule A (see Part A(4) of the IFB), and Contractor shall commence Work on the date specified in the Department's Notice to Proceed with Work. 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, in Part A) 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 A(4)), at the same terms, conditions and prices as stated herein, provided the Contractor is given thirty (30) days prior written notice of such renewal.

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 A) 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 A) 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, is 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 that may become due under this Contract 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 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 any related contracts to be performed by Other Contractors; 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, it must promptly adopt such other or additional means and methods of performance 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 its 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 Contractor and when approved by the Project Manager 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 area of the Site. In that event, the Contractor shall coordinate the Work 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 its Work with the work of Other Contractors as the Project Manager has directed:

a. 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

b. 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, in accordance with the provisions of Article 5.

(2) The Contractor shall notify the Project Manager in writing if any Other Contractor on the Site is failing to coordinate its work with the Work of this Contract. If the Project Manager finds such complaint to be true, the Project Manager shall promptly issue such directions to the Other Contractor as the situation may require. The City shall not, however, be liable for any damages suffered because of 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 by 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 or through any act of omission of a subcontractor of such Other Contractor, the Contractor shall have no claim against the City for such damage.

(5) 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 - SUPPLY OF GOODS AND NON-CONSTRUCTION RELATED SERVICES

A. If performance by the Contractor is delayed for a reason set forth in this Article, the Contractor may be allowed a reasonable extension of time to complete the Work in conformance with this Contract and the PPB Rules. This Article applies, where appropriate, to an extension of the time to complete the Work under a particular Work Order issued under Article 26 as well as to an extension of the time to complete all of the Work required under this Contract.

B. Upon written application by 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; 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 mentioned above.

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 perform Work after the time for completion has expired, or after the time to which such time for 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.

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 A), without prior written permission from the Commissioner. No Subcontractor shall be permitted on the Site unless approved as set forth below.

B. The Contractor shall not enter into any subcontracts in an amount greater than five thousand dollars ($5,000) for the performance of its obligations, in whole or part, under this Contract, without the prior written approval by the Department of the proposed Subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed five thousand dollars ($5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. All subcontracts must be in writing. Before entering into any subcontracts for an amount greater than five thousand dollars ($5,000), the Contractor must submit a written request for the approval of the proposed Subcontractor to the Department giving the name and address of the proposed Subcontractor, the portion of the work and materials which it is to perform and/or furnish, and the cost of the Subcontract. (The City's standard Subcontractor Approval Form is included in Part F of this IFB, with instructions.) At the request of the Department, a copy of the proposed subcontract shall be submitted to the Department. The proposed Subcontractor's PASSPort Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide 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. The Agency shall make a final determination in writing approving or disapproving the proposed Subcontractor after receiving all requested information. For proposed subcontracts that do not exceed twenty-five thousand dollars ($25,000), the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department's receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Department's acknowledged receipt of fully completed VENDEX Questionnaires for

the Subcontractor.

C. If an approved Subcontractor wishes to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

D. Before entering into any subcontract hereunder, the Contractor shall inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Work to be performed and the materials to be furnished under such Subcontract, 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 Contract between the Department and the Contractor;

(2) nothing contained in such subcontract shall impair the rights of the Department;

(3) nothing contained therein, or under the Contract 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 Article 64 ("No Discrimination"), Article 33 ("Books and Records"), Article 36 ("Invoice and Audit"), and Article 56 ("Investigations") and the confidentiality provision set forth in Article 57(C) of this Contract between the Department and the Contractor.

E. The Department's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by such Subcontractors as it is for the acts and omissions of any person directly employed by it.

F. 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 A of this Invitation for Bids).

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

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

I. Individual employer-employee contracts are not subcontracts subject to the requirements of this Article.

ARTICLE 12 ASSIGNMENTS

A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or the right to execute it, or the right, title, or interest, in or to it or any part of it, 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 assignments. 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 Commissioner of the City's Department of Finance, with the written consent of the Commissioner endorsed thereon or attached thereto.

C. Before entering into any such assignment, transfer, conveyance or other disposal of this Contract, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's PASSPort questionnaire must be submitted within thirty (30) Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

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

E. The provisions of this Article 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.

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

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 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 prior to the return of the deposit, or if any claim is made such as referred to in Article 5, 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 14 RETAINED PERCENTAGE

As security for the faithful performance of this Contract, the Commissioner shall deduct, and retain until the Final Acceptance 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 A).

ARTICLE 15 REQUIRED INSURANCE COVERAGE

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 A). 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. 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 maintain 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 Insured. Coverage for the City shall specifically include the City's officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10, and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

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 Insurance 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 maintain, and shall cause its Subcontractors to maintain, 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(A)(3)).

(3) United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A (see Part A) or if required by Law, the Contractor shall maintain 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 maintain 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 maintain, or cause the Subcontractor doing such Work to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, 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 Contract.

b. If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this Contract, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the Work under this Contract is completed.

(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 maintain, or cause the Subcontractor doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) 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.

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 maintain, or cause the Subcontractor doing such Work to maintain, Hull and Machinery Insurance with coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

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 maintain, or cause the Subcontractor doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the City (together with its officials and employees) 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 Contract, 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 Contract 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 Contract.

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) Personal Property: If specified in Schedule A, the Contractor shall maintain an all risk policy covering the City's materials and equipment used in the Contract against loss, damage or destruction from any cause while such property is in the custody of the Contractor or any of its Subcontractors. Insurance shall name the City of New York as Additional Insured and loss payee.

(9) Other Insurance: If specified in Schedule A, the Contractor shall maintain 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 maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the 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 to which such policies are subject, whether or not the City is an insured under the policy.

(3) No policy shall include a self-insured retention.

(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 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 and any other entity listed as an additional insured in Schedule A.

C. Proof of Insurance:

(1) For Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance, the Contractor shall submit proof of insurance within ten (10) days of award of this Contract as follows. ACORD forms are not acceptable. For Workers' Compensation Insurance: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE- 200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. For Disability Benefits Insurance: DB-120.1 Certificate of Insurance Coverage Under the NYS Disability Benefits Law; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner.

(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 ten (10) Days of award, except that for Marine Insurance under Section (A)(6), above, proof shall be filed by a date specified by the Commissioner or ten (10) Days prior to the commencement of the portion of the Work covered by such policy, whichever is earlier.

a. All such Certificates of Insurance shall be in a form acceptable to the Commissioner and certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; (b) for Commercial General Liability Insurance, that the City and any other entity specified in Schedule A is an Additional Insured thereunder; (c) for Contractors Pollution Liability Insurance and/or Marine Insurance, that the City is an Additional Insured thereunder; and (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number). All such Certificates of Insurance shall be accompanied by the required additional insured endorsements and either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A (also included in Part E(6) of this IFB) or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

b. 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 Section 15(C). Failure to provide such proofs of insurance shall be grounds to suspend payments to the Contractor.

(3) The Contractor shall provide the City with a copy of any policy of insurance required to be maintained under this Article 15 upon the demand for such policy by the Commissioner or the City Corporation Counsel.

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, NY 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, the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Contract (including notice to Commercial General Liability insurance carriers for events relating to the Contractor's own employees) no later than twenty (20)

Days after such event. 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." Such notices shall set forth the number of the insurance policy, the name of the Named Insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, NY 10007.

E. Subcontractor Insurance: In the event the Contractor requires any Subcontractor to procure insurance with regard to any operations under this Contract and requires such Subcontractor to name the Contractor as an additional insured under such insurance, 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 A). 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 and maintain 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.

I. Apart from damages or losses covered by insurance provided pursuant to Article 15 sections A(2), (3), and (4), the Contractor waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 15 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its employees, agents, or Subcontractors.

J. In the event the Contractor utilizes a self-insurance program to satisfy any of the requirements of this Article 15, the Contractor shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under Article 15, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

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) An alleged loss, damage, injury, theft 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

(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 Commissioner of the City's Department of Finance 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 provisions of Article 18, the Contractor warrants that:

(1) The parts and equipment incorporated into any equipment being serviced are standard new equipment and current model(s) of regular stock product(s) 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; and

(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 Section 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 (1) 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 sum equal to one percent (1%) of the Contract price or the amount fixed in Schedule A (see Part A). 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 Final Acceptance or within (5) Days after the expiration of the guaranty period. The security payment shall be repaid to the Contractor without interest within thirty (30) Days after certification by the Commissioner to the Comptroller that the Contractor has faithfully performed all of its obligations hereunder.

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 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.

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 Law and this Contract, and shall be reflected in a change order. All such changes, modifications and amendments will become a part of the Contract. Any additional Work so ordered shall be referred to as Extra Work and shall be performed by the Contractor. Contractors deviating from the requirements of the 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/or 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 applicable 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 order 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. All 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 exclusive requirements contracts in which the Agency has agreed to order from the Contractor all services and supplies of the specified type 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 CCPO. Any 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 Section 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 Contractor 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. Extra Work for which there are applicable Contract unit prices will be paid for at such unit prices. Where there are no applicable Contract unit prices, subject to audit by the Engineering Audit Office, the price to be paid for Extra Work ordered pursuant to Article 19 or other provision of this Contract, and performed by the Contractor with its own forces, shall be the actual and reasonable cost of:

(1) Necessary materials (including transportation to the Site); plus

(2) Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

(3) Sales and personal property taxes, if any, required to be paid on materials not incorporated into such Extra Work; plus

(4) Reasonable rental value of Contractor-owned (or Subcontractor-owned, as applicable), necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks, which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (fuel cost/gallon).

Reasonable rental value is defined as the lower of either seventy-five (75%) percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five (75%) percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. Contractor-owned (or Subcontractor-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the Contractor (or Subcontractor, as applicable), as determined by the Commissioner. In establishing cost reimbursement for non-operating Contractor-owned (or Subcontractor-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the City may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

(5) Necessary installation and dismantling of such plant and equipment, including transportation to and from the Site, if any, provided that, in the case of non-Contractor-owned (or non-Subcontractor-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

(6) Necessary fees charged by governmental entities; plus

(7) Necessary Work-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

(8) Reasonable rental costs of non-Contractor-owned (or non-Subcontractor-owned, as applicable) necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks, which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: (.035) x (HP rating) x (fuel cost/gallon). In lieu of renting, the City reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

(9) Workers' Compensation Insurance, and any insurance coverage expressly required by the City for the performance of the Extra Work that is different than the types of insurance required by Article 15 and Schedule A (Part A(4) of the IFB). The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the

exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

(10) Additional costs incurred as a result of the Extra Work for performance and payment bonds (if required); plus

(11) Ten percent (10%) of the total of items in subsections (1) through (5), above, as compensation for all overhead including, but not limited to, administration, management superintendence, insurance (other than Workers' Compensation), and Small Tools; except that no percentage for overhead will be allowed on payroll taxes (i.e., State or Federal Unemployment Insurance and FICA payments), or on the premium portion of overtime pay or on sales and personal property taxes; plus

(12) Ten percent (10%) of the total of items in subsections (1) through (5), above, plus the amount of subsection (11), above, as compensation for profit, except that no percentage for profit will be allowed on payroll taxes or on the premium portion of overtime pay or on sales and personal property taxes; plus

(13) Five (5%) of the total of items in subsections (6) through (10), above, as compensation for overhead and profit.

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 ("EAO"), 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 EAO, in an amount based on the difference between the value of such Extra Work and of the Work omitted or reduced. 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 Work shall be computed in accordance with Section A (1) through (10) 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 Section A (11) and (12) 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 therefor 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 protest in accordance with Article 24, 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

If any Contract Work in a lump sum Contract, 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, Section A

(1) through (7), unless the Contractor and 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 for 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 Sections (A)(1) and (2) 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 Article and Section 4-09 of the PPB Rules. This procedure shall be the exclusive means of resolving any such disputes.

(1) This Article 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 Article 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 Article 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 Article 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 Article, 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 Article and a material breach of Contract.

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 Contractor 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 Article 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 Article. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and

more favorable to the City than the decision of the Commissioner.

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

(1) Time, Form, and Content of Notice: Within 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 Admin. 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 Section E(3) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph (4) has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Contract between the parties.

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 CCPO or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated, and

(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 Article, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Commissioner's 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 Contractor contends that the dispute was wrongly decided by the Commissioner; (ii) a copy of the decision of the Commissioner; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the 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 Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to 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, and the PPB. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the 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 (4) 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 this Article.

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

ARTICLE 25 CONTRACTOR EVALUATION

The Contractor's performance shall be evaluated by the City upon the occurrence of Final Acceptance. A copy of the evaluation will be sent to the Contractor not later than fifteen (15) Days after the occurrence of this event 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 TIME FOR PERFORMANCE OF INDIVIDUAL TASKS

A. If appropriate to the Work of this Contract, DEP will initiate tasks with a written directive to perform specified Contract Work (a "Work Order"), which will give the period for performance of the particular item of assigned Work. A Work Order may extend beyond the expiration date of the Contract itself.

B. The Work Order may contain details such as payment amount and terms, liquidated damages, etc., that are applicable to the specific task.

(1) All terms and conditions of the Contract applicable to a Work Order shall remain in effect until the Work Order ends.

(2) Work Orders shall continue until:

a. the Work covered by the Work Order is completed;

b. the Work Order expires by its own terms; or

c. DEP terminates the Work Order.

(3) The period for performance of the Work Order may be extended, where appropriate, in accordance with the provisions of Article 10, above.

C. No new Work Orders may be issued after the termination date of the Contract.

ARTICLE 27 [Intentionally Left Blank]

ARTICLE 28 POWERS OF THE COMMISSIONER

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

(1) To review and determine any and all questions in relation to this Contract and its performance; and

(2) To modify or change this Contract so as to require:

a. The performance of Extra Work (subject, however to the limitations specified in Article 19); or

b. The omission of Contract Work; and

(3) 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.

ARTICLE 29 [Intentionally Left Blank]

ARTICLE 30 LABOR: CONTRACTOR 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, 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, or such other article of this Contract as the Commissioner may deem proper; or

C. In accordance with Section 220.3-e of the Labor Law, if applicable, the Contractor and its Subcontractors shall not employ on the Work any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the Contractor as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Comptroller of the City for the classification of Work actually performed. The Contractor or Subcontractor will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the Work prior to using any apprentices on the Contract Work.

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 ($250,000), all laborers, workers, and mechanics employed in the performance of the Contract on the public work site, either by the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

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.

F. In accordance with Local Law Nos. 30 and 33 of 2012, codified at Sections 6-132 and 12-

113 of the Admin. Code, respectively:

(1) The Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the City Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the CCPO, ACCO, or Commissioner.

(2) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Section F(1) of this Article, 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 (2) times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

(3) The Contractor shall post a notice provided by the City in a prominent and accessible place on any Site where Work pursuant to the Contract is performed that contains information about:

a. how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and

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

(4) For the purposes of this Article, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

(5) This Article is applicable to all of Contractor's Subcontractors having subcontracts with a value in excess of one hundred thousand dollars ($100,000); accordingly, the Contractor shall include the language of this Article in all subcontracts with a value in excess of one hundred thousand dollars ($100,000).

G. Section F, above, is not applicable to this Contract if it is valued at one hundred thousand

dollars ($100,000) or less. Paragraphs (1), (2), (3), and (4) of Section F are not applicable to this Contract if it was solicited pursuant to a finding of an emergency.

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 New York State Labor Law Sections 220 and 230, Admin. Code Section 6-109, and City Executive Order No. 102 (2007). Such compliance is a material term of this Contract.

B. The Contractor specifically agrees, as required by Labor Law Sections 220 and 220-d, or 230, 231, or 232, or Admin. Code Section 6-109, as amended, as applicable, that:

(1) Hours of Work: Pursuant to Labor Law Section 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 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 the "living wage" as required by Labor Law Section 220, or 230, 231, and 232, or by Admin. Code Section 6-109, and as fixed by the Comptroller in the attached Schedule of Wage Rates (see Part

C) 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) The obligation to make requests for interpretation or correction as discussed in the Information for Bidders includes 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 DEP 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 Admin. Code Section 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 Section D.

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 DEP 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, DEP is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.

(1) 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: (i) the stipulated wage scale as provided in Labor Law Section 220, as amended, or (ii) the stipulated minimum hourly wage scale as provided in Labor Law Section 220-d, as amended.

(2) 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)) or minimum wages (Article 31(C)), the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any contracts with the City of such party responsible, or may be recovered in suits brought by the Corporation Counsel

in the name of the City, in addition to damage for any other breach of this Contract, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original Contractor shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Comptroller, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

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 Admin. Code Section 6-109, as applicable, 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 Admin. 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 works 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 works or public building service contract with the City for a period of five (5) years from the second final determination. Likewise, Admin. 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 has 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 services 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 works 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 Admin. Code Section 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 Admin. Code, as applicable, 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 Article 31(J)(1) through (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 the Work, a copy of all re-determinations of such schedules for the Work, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the Site, the City notice that this Contract is a public works project or building service work, as applicable, 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 application by the Agency. In the alternative, subject to the approval of the CCPO, the Contractor and

Subcontractor may maintain an electronic or biometric sign-in system, which provides the information required by this Paragraph; and

(3) Individual Employee Information Notices: Pursuant to Labor Law 220 or Admin. Code 6-109, as applicable, distribute a notice to each worker, laborer, mechanic or covered employee employed under this Contract, in a form provided by DEP, that this Contract is a public works 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. Pursuant to Labor Law 220-h, if applicable, if the total cost of the Work under this Contract is at least two hundred fifty thousand dollars ($250,000), such notice shall also include a statement 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 (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract and with the first paycheck after July first of each year. "Worker, laborer, 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 DEP, certifying that the worker has received the notice required by this Paragraph, which signed statement shall be maintained with the payroll records required by this Contract; and

a. As required by Labor Law 220, if applicable, 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 include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name and employment starting date (month/day/year). Further, require as a condition of employment on the Site, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the City. The Commissioner may grant a written waiver from the requirement that the laminated identification badge include a photograph if the Contractor demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

(5) Language Other Than English Used On Site: Provide the ACCO notice when at least three (3), or ten percent (10%) or more of the employees (worker and/or laborer and/or mechanic) on the Site, at any time, speak a language other than English. The ACCO will then provide the Contractor the notices described in

Section (J)(1) in that language or languages as may be required. The Contractor is responsible for all distributions under this Article; 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 Section (J); and

(7) The Contractor and Subcontractor(s) shall pay employees by check or direct deposit. If this Contract is for an amount greater than one million dollars ($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 DEP). For any subcontract for an amount greater than seven hundred fifty thousand dollars ($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 DEP); and

(8) The failure of the Contractor or Subcontractor(s) to comply with the provisions of Sections (J)(1) through (7) may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

K. 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 Admin. Code Section 6-109, as applicable. The failure of the Contractor or Subcontractor(s) to comply with the provisions of this Section (K) may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

L. 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 DEP, of compliance with the prevailing wage, minimum wage and other provisions and stipulations required by Labor Law Section 220, 230, or Admin. Code 6-109, as applicable, and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 30, if applicable. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the Contractor unless and until each such certification shall have been submitted to and received by the Commissioner.

M. 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 Admin. Code from the award of the Contract.

N. 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 EQUAL EMPLOYMENT OPPORTUNITY; LOCALLY-BASED BUSINESS ENTERPRISES

A. If applicable, the Contract is subject to Section 6-129 of the Admin. Code ("Minority-Owned and Women-Owned Business Enterprise Program and Emerging Business

Enterprise Program"), as well as to provisions of federal, State, and other local laws and executive orders requiring equal employment opportunity.

B. If the Contract is not subject to Section 6-129 of the Admin. Code, or to New York State or to federal minority-owned and women-owned business enterprise ("M/WBE") requirements, 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 Admin. Code relating to the Locally-Based Business Enterprise ("LBE") 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 to utilize 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, including those required pursuant to Section A, for six (6) years after the final payment or termination of this Contract, whichever is later. In addition, if any litigation, claim, or audit concerning this Contract has commenced before the expiration of the six (6) year period, the records must be retained until the completion of such litigation, claim, or audit. City, State and Federal auditors or any other persons duly authorized by the Department shall have full access to and the right to examine and copy any of said materials at any time during the Contract or during said retention period.

C. No Removal of Records from Premises: Where performance of this Contract involves use by the Contractor of Department books, papers, files, data or records at Departmental facilities or offices, the Contractor shall not remove any such books, papers, files, data or records therefrom without the prior written approval of the Commissioner.

ARTICLE 34 PAYROLL REPORTS

A. The Contractor shall maintain on the Site during performance of the Work 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 Admin. Code Section 6-109, as applicable. 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 requirements of the Labor Law or Admin. Code, as applicable, 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 DEP and shall provide information for employees of the Contractor and Subcontractor(s).

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 the Contract.

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(s) of that interest shall be forwarded by the Contractor to its Subcontractor(s).

F. The Contractor shall pay each Subcontractor or Materialman not later than seven (7) Days after receipt of payment out of amounts paid to the Contractor by the City for Work performed by the Subcontractor or 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 (e.g., reports, cancelled checks, accounts, and all other similar material) are subject to periodic inspection, review and audit by the Department, the Department's Office of the Inspector General, and the Comptroller, pursuant to the powers and responsibilities conferred by the Charter and Admin. Code, and the orders, rules and regulations promulgated pursuant thereto, as well as by the State, the 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.

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 the Department and the 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 in the exercise of his/her powers under Law.

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) 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. The Contractor shall not be entitled to final payment 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 each 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 provisions 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 (Part C). Such invoices shall set forth the Work for which payment is requested, and approval thereof by 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 Agreement and in the Specifications included in Part C of the IFB, or in Law.

C. Payments shall be made out of such moneys as may be reserved by the Comptroller for the purpose herein provided.

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 claimed to be due under the Contract.

B. Verified Statement of Claims: The Contractor must submit with the final invoice a final verified statement of any pending dispute resolution proceedings in accordance with the

PPB Rules and this Contract and any and all alleged claims against the City, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to other provisions of this Contract), setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item. If the alleged claim be one for delay, the statement shall include the alleged cause of each such delay, the period or periods of time, giving the dates, when the Contractor claims the performance of the Work, or a particular part thereof, was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the Commissioner 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 other parts 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.

C. Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the Project Manager will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount, less any and all deductions authorized to be made by the Commissioner under this Contract or by Law. Such voucher shall thereupon be filed with the Comptroller, and a copy 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 Final Acceptance of the Work, provided all requests for extensions of time have been acted upon.

(1) All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the Contractor to prosecute the Work more advantageously, shall be subject to correction in the final voucher, and the certification of the 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.

(2) 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 it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release 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, or any pending dispute resolution proceedings which are 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 operation of this Article, or those for amounts deducted by the Commissioner from the final invoice or 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 by this Article from commencing an action for breach of Contract to the extent permitted by Law and by the terms of the Contract for any claims that are contained with the verified statement filed with the Contractor's final invoice or that arose after submission of the final invoice, provided that a detailed and verified statement of claim is served upon the Department and Comptroller not later than forty (40) Days after the making of such final payment by electronic funds transfer ("EFT") or the mailing of such final payment. The statement shall specify the items upon which the claim will be based, and any such claim shall be limited to such items.

ARTICLE 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 sells or assigns a majority interest in the Contractor; 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 therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Commissioner's opinion, attributable to conditions within the Contractor's control; or if

(13) The Work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if

(14) Any statement or representation of the Contractor in the Contract or in any document submitted by the Contractor with respect to the Work or the Contract (or for purposes of securing the Contract) was untrue or incorrect when made; or if

(15) The Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, 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 as to which the Contractor was declared in default.

B. The provision of this Contract 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. In addition to termination pursuant to any other provision of this Contract, the Commissioner may, at any time, terminate this Contract upon ten (10) Days' written notice to the Contractor. In such event the Contractor shall be paid whatever sum has become due to it for Work performed prior to the effective date of the cancellation, without further liability by the City.

B. The Contractor shall be entitled to apply to the Department to have this Contract terminated by the City 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 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 under Section B, 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 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 re-letting 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, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, shall be charged against and 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 expense of such completion, as 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 excess amount.

ARTICLE 45 PERFORMANCE OF UNCOMPLETED WORK AFTER CONTRACTOR'S DEFAULT

In completing the whole or any part of the Work under the provisions of this Contract, 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, 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 Articles 40 - 45 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 in Articles 40 - 45 shall not be deemed a waiver by the City of any other legal or equitable remedy contained in this Contract or provided under Law.

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 Contract or arising out of this Contract or in any way connected with this Contract unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as provided above.

B. No action at Law or proceeding in equity shall lie or be maintained against the Department or the City upon any claim based upon this Contract or arising out of this Contract 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 Contract, or within six (6) months of accrual of the cause of action, whichever is earliest.

C. In the event any claim is made or any action brought by any third party in any way relating to the Contract, 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) business days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Contract.

ARTICLE 48 [Intentionally Left Blank]

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 as follows, and the City relies upon such representations and warranties in the execution hereof:

(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 Invitation for Bids 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 Contract and the Invitation for Bids

B. 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 Work. The Contractor further represents and warrants that in the performance of this Contract 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 Contract 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 Contract or in the proceeds thereof.

C. For a breach of violation of the above representations or warranties, Commissioner shall have the right to annul this Contract 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 Contract. 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 Contract.

ARTICLE 50 INFRINGEMENT; INVENTIONS, PATENTS AND COPYRIGHTS

A. The Contractor shall be solely responsible for and shall defend, indemnify, and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the City may be subject or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights, or any other property or personal right of any third party by the Contractor and/or its Subcontractors in the performance or completion of the Work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

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 funding 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 Sections 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 NO CLAIMS 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 52 SERVICE OF NOTICES

A. The Contractor hereby designates the business address, fax number, and email address specified in its bid as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) three (3) business day after having been sent by certified mail, return receipt requested in a properly addressed, postage pre- paid envelope; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or email is acknowledged by the recipient by fax or email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

B. The Contractor's notice address, email address, or fax number may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Commissioner.

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 is a corporation, upon any officer 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, 59-17 Junction Boulevard, 17th Floor, Flushing, NY 11373.

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 a Materialman, or to tangible personal property which, even though it is consumed during the course of the Work, is not incorporated as an integral component of a City-owned building, structure or real property. The tax exemption does apply to materials and supplies that the Contractor sells to DEP so that the City itself can later incorporate them into its property (e.g., extra matching switches that the Contractor sells to DEP so that DEP can easily replace a switch that wears out). 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 Work covered by this Contract and will be incorporated as an integral component of the City building, structure or real property. The sum paid under this Contract for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

(1) 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 its duties and obligations under this Contract in connection with said Work, labor and services.

C. 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.

D. 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. 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 Final Acceptance of the Work covered by this Contract. Such transfer of title shall in no way affect any of the Contractor's obligations hereunder. In the event that, after title has passed to the City, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the Contractor.

E. The purchase by Subcontractors or Materialmen of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the Contractor (either directly or through other Subcontractors) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this Contract with respect to the separation of the sale of consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work from the Work and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other Work and labor and other things to be provided.

F. 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.

G. 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 United States, a State of New York ("State") or a City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

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 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 whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license shall convene a hearing, upon not less than five (5) Days' written notice to the parties involved, to determine if any penalties shall attach for the failure of a person to testify.

E. If any non-governmental party to the hearing requests an adjournment, the Commissioner who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit or license pending the final determination pursuant to Section 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 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, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(2) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals or fees accrued prior to the cancellation or termination shall be paid by the City.

G. The Commissioner shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2), below. The Commissioner may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (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 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 Section (F), above, provided that the party or entity has given actual notice to the Commissioner upon the acquisition of the interest, or at the hearing called for in Section (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 for this Article:

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

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

(4) The term "member" as used in this Article 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 may, in his/her sole discretion, terminate this Contract upon not less than three (3) Days' written notice in the event the Contractor fails to promptly report in writing, to the Commissioner of the Department of Investigations of the City, any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

ARTICLE 57 COVENANTS OF CONTRACTOR

A. Employees: All persons who are employed by the Contractor to perform Work under this Contract and all consultants or independent contractors who are retained by the Contractor to perform Work under this Contract are neither employees of the City nor under contract to the City. The Contractor, and not the City, is responsible for their work, direction, compensation and personal conduct while engaged under this Contract. Nothing in this Contract shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor (including, without limitation, any person, firm, company, agency, association, corporation or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, or trainee), or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Unemployment Insurance benefits, Workers' Compensation coverage, Disability Benefits coverage, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Contract, nothing in this Contract shall impose any liability or duty on the City to any person or entity.

B. Independent Contractor Status: The Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department or the City. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the City, or of any department, agency or unit of the City, by reason of this Contract, and they will not, by reason of this Contract, make any claim, demand or application to or for any right or privilege applicable to an officer of or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

C. Confidentiality: The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Contract. 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 Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in

Paragraph (1) of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the Contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

(1) The Contractor shall provide notice to the Department within three (3) Days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, Subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Contract for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Contract are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

(2) The provisions of this Section (C) shall remain in full force and effect following termination of, or cessation of the Work required by this Contract.

ARTICLE 58 CHOICE OF LAW; CONSENT TO JURISDICTION AND VENUE

A. The Contract shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

B. The parties agree that any and all claims asserted by or against the City arising under or related to this Contract shall be heard and determined either in the courts of the United States located in the 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 Admin. Code 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 Contract, 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 Work under or any data collected pursuant to this Contract 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(C).

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-excusive and irrevocable license to reproduce, publish or otherwise authorize others to use the publication.

ARTICLE 61 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 62 NO DAMAGE FOR DELAY

If the Contractor has been delayed it 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; DUST HAZARDS

A. 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.

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

ARTICLE 64 NO DISCRIMINATION

As required by New York State Labor Law Section 220-e or 239, as amended, the 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 its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color, 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) for each person for each 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 above terms or conditions of this Article 64.

E. As provided by Labor Law Section 220-e, the above 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. The Contractor also specifically agrees, as required by Section 6-108 of the Admin. 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 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(F) shall, upon conviction thereof, be punished by a fine of not more than one hundred ($100) dollars or by imprisonment for not more than thirty (30) Days, or both.

G. This Contract is subject to the requirements of City 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 also 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 Small Business Services, Division of Labor Services ("DLS") (see Employment Report Form in Part E(4) of the IFB) 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 (1) 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 Admin. Code, that:

(1) The Contractor will not engage in any unlawful discriminatory practice in violation of Title 8 of the Admin. Code (Section 8-101 et seq.);

(2) Every agreement between the Contractor and a first-level Subcontractor in excess of fifty thousand dollars ($50,000) shall include a provision that the Subcontractor shall not engage in any unlawful discriminatory practice as defined in Title 8 of the Admin. Code; 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 Admin. 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

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 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 that section.

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 Contractor 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, an amount not to exceed that set forth on Schedule A, this being the amount at which the Contract was awarded to the Contractor at a public letting thereof.

ARTICLE 71 MACBRIDE PROVISIONS

A. By signing this Contract, the Contractor agrees that the following provisions regarding the MacBride Principles constitute material conditions of this Contract.

B. Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 to the Admin. Code. 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.

C. 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 covenant and representation, 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.

D. 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.

E. 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.

(1) In accordance with Section 6-115.1 of the Admin. Code, 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.

(2) For purposes of this Article, 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:

i. Increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

ii. 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;

iii. Ban provocative religious or political emblems from the work place;

iv. Publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

v. Establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

vi. Abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

vii. 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;

viii. Establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

ix. Appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

F. Enforcement of Article 71(A): The Contractor agrees that the covenants and representations in Section A, above, are material conditions to this Contract. In the event the Agency receives information that the Contractor is in violation thereof, the Agency shall review such information and give the Contractor an opportunity to respond. If the Agency finds that a violation has occurred, the Agency shall have the right to declare the Contractor in default and/or terminate this Contract for cause and procure the supplies, services or Work from another source in any manner the Agency deems proper. In the event of such termination, the Contractor shall pay to the Agency, or the Agency in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the Contract price for the uncompleted portion of this Contract and the cost to the Agency of completing performance of this Contract either itself or by engaging another contractor or contractors. In the case of a requirements Contract, the Contractor shall be liable for such difference in price for the entire amount of supplies and/or services required by the Agency for the uncompleted term of the Contract. In the case of a construction Contract, the Agency shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of the Contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the Agency hereunder shall be in addition to, and not in lieu of, any rights or remedies the Agency has pursuant to this Contract or by operation of Law.

ARTICLE 72 NO BLASTING

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

ARTICLE 73 [Intentionally Left Blank]

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 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 completion and Final Acceptance of Work and payment therefor:

(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 Admin. Code, the Contractor agrees to accept payments under this Contract from the City by electronic funds transfer ("EFT"). 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 Contract, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" included in Part E(5) of this IFB) in order to provide the City's Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Contract. 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 Commissioner may waive the application of the requirements of this Article to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the City's Department of Finance and the Comptroller may jointly issue standards pursuant to which the 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.

[NO FURTHER TEXT ON THIS PAGE]

RIDER TO DEP STANDARD SUPPLY AND SERVICE CONTRACT REGARDING PAYROLL REPORTS

The following provisions supersede the corresponding provisions in the DEP Standard Supply and Service Contract and the DEP Standard Supply and Service Contract for M/WBE Small Purchases. Article 34 provides as follows:

ARTICLE 34 PAYROLL REPORTS

A. The Contractor and its Subcontractor(s) shall maintain the original payrolls or transcripts thereof which the Contractor and its Subcontractor(s) are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) Days after issuance of its first payroll, and every thirty (30) Days thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii), as modified by Labor Law Section 220-j. The Contractor and Subcontractor(s) shall submit such original payrolls or transcripts into the NYC Certified Payroll Portal (as hereinafter defined). If payment requisitions are not submitted at least once a month, the Contractor and its Subcontractor(s) shall submit original payrolls and transcripts both at the same time payment requisitions are submitted and independently of its payment requisitions. For purposes of this Article 34, "NYC Certified Payroll Record Portal" (also known as the "Electronic Certified Payroll Record Database") means the City's publicly accessible online database of electronic certified payroll records through which contractors and subcontractors submit certified payroll reports in an electronic format. The portal is accessible at the following link: https://nyc-oti.ecomply.us/

   i. The Contractor shall maintain such payrolls or transcripts thereof for six (6) years from the date of completion of the Work on this Contract. If such payrolls and transcripts are maintained outside of New York City after the completion of the Work and their production is required pursuant to this Article 34, the Contractor shall produce such records in New York City upon request by the City.

B. The Contractor and its Subcontractor(s) shall maintain on the Site during performance of the Work the original payrolls or transcripts thereof which the Contractor and its Subcontractor(s) are required to maintain pursuant to Labor Law Section 233 and Admin. Code Section 6-109. The Contractor and its Subcontractor(s) shall submit original payrolls or transcripts, subscribed and affirmed by it as true, into the NYC Certified Payroll Portal.

Additionally, the Contractor and its Subcontractor(s) shall submit a copy of such certified payrolls or transcripts with each and every payment requisition.

i. The Contractor shall maintain such payrolls or transcripts thereof for four (4) years after completion of the term of the Contract.

C. In the event the above 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.

D. The Contractor and its Subcontractor(s) shall comply with any written order, direction, or request made by the Project Manager, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s), or the Comptroller, to provide to the requesting party any of the following information and/or records within five (5) Days on the Site of the Work of such written order, direction, or request:

i. Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Contract; and/or
ii. Attendance sheets for each Day on which any employee of the Contractor and/or any of the Subcontractor(s) performed Work on the Site, which attendance sheet shall be in a form acceptable to the Agency and shall provide information acceptable to the Agency to identify such employee; and/or
iii. Any other information to satisfy the Project Manager, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s), or the Comptroller, that the requirement of the Labor Law or Admin. Code, as applicable, and any other relevant section of this Contract, as to the hours of employment and wages and/or supplemental benefits, are being observed.

PAYMENT GUARANTEE PROVISION RIDER

1. This Payment Guarantee Provision does not apply if this Contract either (i) does not involve Work for the prosecution of a "public improvement" as that term is used in section 137 of the N.Y. State Finance Law (a "Public Improvement") or (ii) requires payment bonds for one hundred percent (100%) of the Contract price or one hundred percent (100%) of the price of each Work Order ordering Work for the prosecution of a Public Improvement.

2. If this Contract involves Work for the prosecution of a Public Improvement and it does not require the Contractor to provide either a payment bond for (i) one hundred percent (100%) of the Contract price or (ii) one hundred percent (100%) of the price of each Work Order ordering Work for the prosecution of a Public Improvement, the City shall, in accordance with the terms of this Payment Guarantee Provision, guarantee payment of all lawful claims for:

   a. Wages and compensation for labor performed and/or services rendered; and

   b. 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.

3. The provisions of paragraph 2, above, are subject to the following limitations and conditions:

   a. 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 or less than one hundred (100%) of the price of each Work Order ordering Work for the prosecution of a Public Improvement, the payment bond provided by the Contractor shall be primary (and non-contributing) to the payment guarantee provided under this Payment Guarantee Provision.

   b. The guarantee is made for the benefit of all beneficiaries as defined in paragraph 2, above, provided that those beneficiaries strictly adhere to the terms and conditions of paragraphs 3(d) and 3(e), below.

   c. Nothing in this Payment Guarantee Provision 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.

   d. 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) calendar 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) calendar 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.

e. 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 N.Y. State Finance Law.

f. The Contractor shall promptly forward to the City any notice or demand received pursuant to paragraph 3(d). 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.

g. All demands made against the City by a beneficiary of this payment guarantee shall be presented to the Project Manager or other Commissioner designee along with all written documentation concerning the demand which the Project Manager or other Commissioner designee 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.

h. 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.

i. 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 N.Y. State Finance Law Section 137.

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

a. If 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) calendar 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.

b. If 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.

c. If 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 the section of this Contract pertaining to the City's rights to withhold money against a claim 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.

5. The provisions of this Payment Guarantee Provision shall not prevent the City and the Contractor from resolving disputes in accordance with the Procurement Policy Board Rules, where applicable.

6. If the City determines that the beneficiary is entitled to payment pursuant to this Payment Guarantee Provision, such determination and any defenses and counterclaims raised by the Contractor shall be taken into account in evaluating the Contractor's performance.

7. Nothing in this Payment Guarantee Provision 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.

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.

9. The payment guarantee made pursuant to this Payment Guarantee Provision shall be construed in a manner consistent with Section 137 of the N.Y. 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 Payment Guarantee Provision within the one-year limitations period set forth in Section 137(4)(b).

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: _____

Commissioner or Designee
Department of Environmental Protection

_____

Name of Contractor

BY: _____

Signature of Partner or
Officer of Corporation

(Corporate Seal)

Approved As To Form
Certified as To Legal Authority

_____
Acting Corporation Counsel

Dated: _____, 20___

If the Contractor is a Joint Venture, each member of the Joint Venture must sign this signature page and the appropriate acknowledgment(s) on the following pages individually. A Joint Venture should make as many copies of these pages as necessary.

ACKNOWLEDGMENT BY THE 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 _____ of the Department of Environmental Protection of the City of New York, the person who 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 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 the same for the purposes therein mentioned.

_____

Notary Public or Commissioner of Deeds

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 the seal 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 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 (general partner) of the firm of _____, the partnership described in and which 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 with the authorization of the partnership.

_____

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF CONTRACTOR — IF A JOINT VENTURE

[the Notary should request each member of a Joint Venture to execute the appropriate acknowledgment above in addition to the acknowledgment below]

State of _____ County of _____ ss:

On this _____ day of _____, 20____, before me personally appeared _____, to me known, and known to me to represent a member of the joint venture named_____, who holds the position described in one of the three Contractor acknowledgments executed above (corporation, partnership or individual). He/she acknowledged to me that he/she executed the foregoing instrument with the authorization of the member of said joint venture identified in the prior sentence.

_____

Notary Public or Commissioner of Deeds

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX _____ DATED ____/____/_____
BUDGET DIRECTOR'S CERTIFICATE NO. _____ DATED ____/____/_____

APPROPRIATION COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to:_____Dollars (**$**), is chargeable to the fund of the Department of Environmental Protection Code:

_____
_____
_____

I hereby certify that the specifications contained herein comply with the terms and conditions of the_____BUDGET.

_____
Commissioner of the Department of Environmental Protection or Designee

COMPTROLLER'S CERTIFICATE

The City of New York_____, 20_____.

In pursuance of the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same, viz.: **$**_____.

_____
Comptroller

PART E

DOCUMENTS TO BE SUBMITTED BY THE APPARENT LOW BIDDER

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

SUPPLY AND SERVICES EMPLOYMENT REPORT INSTRUCTIONS

WHO MUST FILE A SUPPLY AND SERVICES EMPLOYMENT REPORT

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

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

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

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

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

- If your contract value exceeds $100,000 and your company at all of its facilities employs fewer than 50 employees, you need only submit a “Less than 50 Employees” Certificate.

- It is the responsibility of the contractor to promptly inform all proposed subcontractors that each subcontract must comply with the equal employment opportunity requirements of E.O. 50 and the implementing Rules. Each covered subcontractor must submit a completed Employment Report, or a “Less than 50” Certificate, for each of its operating facilities to the contracting agency before the fifth day following the award date (Comptroller’s Office Registration Date) of the contract. DLS will review the subcontractor’s Employment Report(s) for compliance.

DLS’ REVIEW PROCESS

In accordance with Executive Order 50 (EO 50), upon receipt by DLS of a completed ER, DLS conducts a review of the contractor's current employment policies, practices and procedures, as well as perform a statistical analysis of the contractor's workforce, if necessary. The process is as follows:

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. **An incomplete submission will delay the review process and may preclude or interrupt the contract approval.**

2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

   Certificate of Approval
   The contractor is found to be in compliance with all applicable laws and regulations. The approval is valid for 36 months.

Continued Approval Certificate
The contractor has been issued a Certificate of Approval in the previous 36 months which is good for the applicable contract.

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

Conditional Certificate of Approval
The contractor is required to take corrective actions in order to be in compliance with EO 50. The contractor must meet the conditions within three months of the issue of the Conditional Certificate.

Determination of Nonperformance
The contractor has failed to take the required corrective actions stipulated in the Conditional Certificate. A determination of nonperformance may prevent a contractor from receiving an award of a contract.

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information
Part I: Contractor/Subcontractor Information
Part II: Employment Policies and Practices
Part III: Employment Data Tables
Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

Questions 7 – 11: Please provide the requested company information. All contracts must have a designated Equal Employment Officer.

Question 12: If you are a subcontractor, you must state the name of the contractor for whom you are providing the services.

Question 13: Please indicate how many employees are working in the facility(ies) covered by this ER .

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

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

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

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

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

If your proposed facilities have received a valid Certificate of Approval within the past 36 months, been audited OFCCP, or have submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:

- General Information section
- Part I - Contractor/Subcontractor Information
- Signature Page

If you are currently waiting for an approval on another contract previously submitted, be certain to identify the date on which you submitted the completed Employment Report, the name of the City contracting agency with which the contract was made, and the name and telephone number of the person to whom the ER was submitted.

If your company was issued a Conditional Certificate of Approval, all required corrective actions must have been taken or DLS will not issue a Continued Certificate.

If the company was audited by the OFCCP, also provide the following:

- Identify the reviewing OFCCP office by its name and address
- If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
- Include copies of all corrective actions and documentation of OFCCP's performance; and
- Provide a copy of all stated OFCCP findings.

Question 22: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

PART II: EMPLOYMENT POLICIES AND PRACTICES

Remember to label all documents with the question number for which they are submitted.

Questions 23a – k: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 23a, 23b, etc.)

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

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

Questions 26a – e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copes of the medical information questionnaire and instructions must be submitted with the Employment Report.

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

Question 28: Not used.

Question 29: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

Question 30: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	4. Was an investigation conducted? Y/N	5. Current status of the disposition

Question 31. Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

1. Name(s) of complainant(s)	2. Administrative agency or court in which action was filed	3. Nature of the complaint(s)	4. Current status	5. If not pending, the complaint's disposition

Question 32: Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

Question 33. Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

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

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

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

PART III: EMPLOYMENT DATA TABLES

FORM A: JOB CLASSIFICATION AND INCUMBENTS REPORT

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

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

Occupational Category

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

Company Job Title

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

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

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

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

Incumbents

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

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

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

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

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

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

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

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

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

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

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

Employee ID No.

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

Sex and Race/Ethnic Code

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

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

Year of Hire

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

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

Company Job Number at Hire

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

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

Matching Census Code

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

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

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

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

Weekly Salary at Hire

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

Current Company Job Number

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

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

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

Weekly Current Salary

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

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

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

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

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

Employee ID No.

Column 1: Write the Employee ID number for each employee listed. Each permanent ID number utilized must be employee specific.

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

Sex and Race/Ethnic Code

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

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

Age at Termination

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

Year of Hire

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

Last Company Job Number

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

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

Year of Termination

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

Type of Termination

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

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

SIGNATURE PAGE

The signatory of this Employment Report and all other documents submitted to DLS must be an official authorized to enter into a binding legal agreement. The signature page must be completed in its entirety and notarized. Only original signatures will be accepted.

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

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) _____ (b) _____
Contracting Agency (City Agency) Contract Amount

(c) _____ (d) _____
Procurement Identification Number (PIN) Contract Registration Number (CT#)

(e) _____ (f) _____
Projected Commencement Date Projected Completion Date

(g) Description 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 Approval 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 Approval? Yes___ No___

If yes, attach a copy of certificate.

NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.

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

__ (k) Sexual Harassment Policy

24. To comply with the Immigration Reform and Control Act of 1986 when <u>and of whom</u> 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. Not used.

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 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/and or criminal prosecution.

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

_____
Notary Public Authorized Signature Date

FORM A: JOB CLASSIFICATION AND INCUMBENTS FORM

Occupational Category (CIRCLE ONE)* MGRS PROF TECH SAL CLER SERV FARM CRFT OPER LABR

Total number of incumbents in this category

CONTRACTOR NAME_____

FACILITY LOCATION:_____

									MALES					**FEMALES**				
(1) Company Job Title	(2) Company Job No.	(3) Census Code**	(4) Job Group Assignment for this occupational category 1	2	3	4	5	(5) Total in Title	(6) W(non-Hisp)	(7) B(non-Hisp)	(8) Hisp	(9) Asian	(10) Nat Amer	(11) W(non-Hisp)	(12) B(non-Hisp)	(13) Hisp	(14) Asian	(15) Nat Amer

*Please include on each sheet, information concerning only 1 occupational category.
**See listing of occupational categories.

NOTE: Make as many copies of this form as you require for each occupational category.

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

CONTRACTOR NAME_____

FACILITY LOCATION:_____

Employee Characteristics			**At-Hire Information**				**Current Information**	
(1) Employee ID No.	(2) Sex (a)	(3) Race Ethnic Code (b)	(4) Year of Hire	(5) Company Job Number at Hire	(6) Matching Census Code (c)	(7) Weekly Salary at Hire	(8) Current Company Job Number (d)	(9) Weekly Current Salary

(a)

M: Male
F: Female

(b)

W: White(non-Hisp)
B: Black(non-Hisp)
H: Hispanic
A: Asian
N: Native American

(c)

See listing of occupational categories

(d)

V: Voluntarily terminated employment (Resigned)
I: Involuntarily terminated employment (Discharged/Lay off)
R: Retired
D: Deceased

☐ I certify that there were no new hires in 20___ /20___

NOTE: Make as many copies of this form as you require.

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

CONTRACTOR NAME_____

FACILITY LOCATION_____

(1) Employee ID No.	(2) Sex (a)	(3) Race Ethnic Code (b)	(4) Age at Termination	(5) Year of Hire	(6) Last Company Job Number	(7) Year of Termination	(8) Type of Termination(d)

(a)

M: Male
F: Female

(b)

W: White(non-Hisp)
B: Black(non-Hisp)
H: Hispanic
A: Asian
N: Native American

(c)

See listing of occupational categories

(d)

V: Voluntarily terminated employment (Resigned)
I: Involuntarily terminated employment (Discharged/Lay off)
R: Retired
D: Deceased

☐ I certify that there were no terminations in 20___ /20___

NOTE: Make as many copies of this form as you require.

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 subcontractor 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/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

For a list of occupational and industry codes, visit the New York City Small Business Services website at https://www1.nyc.gov/site/sbs/businesses/contract-compliance.page.

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, telephone instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this 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 circumstance: (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.

CITY OF NEW YORK • DEPARTMENT OF FINANCE • TREASURY DIVISION

DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

Mail to: NYC Department of Finance, Treasury Division, 66 John Street, 12th Floor, New York, NY 10038 - Attention: EFT, or
Fax to: EFT at 212-487-3027 or 212-487-3026

☐ **ENROLLMENT** ☐ **MODIFICATION**

INSTRUCTIONS: Please check only one of the two boxes above. Check the Enrollment box to sign up for EFT. Check the Modification box if you are currently enrolled and are making changes to the Vendor and/or Financial Institution information you have already submitted.

The person completing this form must be an individual who can authorize changes related to SECTION II - FINANCIAL INSTITUTION INFORMATION. **The Person signing this form in Section III must be the same Contact Person in Section I.**

Please complete all sections of this Enrollment Form and attach a voided check, a copy of an encoded deposit slip that includes an imprinted vendor's name, the first page of a bank statement OR a letter signed by your bank representative, confirming account name, account number, and ABA routing number for ACH payments.

Note: Your application cannot be processed without this documentation. See the reverse side for more information and instructions.

SECTION I - VENDOR INFORMATION

1. SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER: (AS IT APPEARS ON W-9 FORM)

2. VENDOR NAME (AS IT APPEARS ON W-9 FORM):

3. VENDOR'S ADDRESS (FOR EFT ENROLLMENT PURPOSES):

4. VENDOR'S EMAIL ADDRESS:

5. CONTACT PERSON'S NAME:

6. CONTACT TELEPHONE NUMBER:

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. BANK ACCOUNT NUMBER:

2. ACCOUNT NAME:

3. BANK NAME:

4. BANK BRANCH ADDRESS:

5. BANK 9-DIGIT ROUTING NUMBER: (LOCATED AT THE BOTTOM OF CHECK)

6. ACCOUNT TYPE - MUST BE EITHER CHECKING OR SAVINGS: (CHECK ONE BOX ONLY) ☐ CHECKING ☐ SAVINGS

7. DIRECT DEPOSIT/ACH/EFT COORDINATOR'S NAME:

8. TELEPHONE NUMBER:

SECTION III - VENDOR SIGNATURE AND AUTHORIZATION

I, hereby confirm my authority, as an authorized signer of the above-referenced bank account, to issue these instructions to credit and/or debit the bank account. I authorize the City of New York to Direct Deposit all entitled payments to the account specified above and to initiate (if necessary) debit entries or adjustments for any credit (i) made in error, (ii) of an incorrect amount, (iii) that were duplicates of a correct payment. I understand that this authorization will remain in effect until a written authorization requesting cancellation is submitted to the fax number(s) above.

1. VENDOR SIGNATURE - MUST BE THE SAME CONTACT PERSON FROM SECTION I

2. DATE - MM/DD/YYYY

CITY OF NEW YORK • DEPARTMENT OF FINANCE • TREASURY DIVISION

DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

GENERAL INSTRUCTIONS

Please complete all sections of the Direct Deposit EFT Enrollment Application and forward the completed application along with a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name to:

NYC Department of Finance
Treasury Division
66 John Street, 12th Floor
New York, NY 10038
Attention: EFT

or Fax to: EFT at 212-487-3027 or 212-487-3026.

This completed form can be saved to your computer. Please retain a copy for your records.

SECTION I - VENDOR INFORMATION

1. Enter the vendor's social security number or taxpayer ID, the 9-digit number reported on the W-9 form.
2. Provide the name of the vendor (as it appears on the W-9).
3. Enter the vendor's complete address for EFT correspondence associated with this account.
4. Provide the vendor's email address, if you have one.
5. Indicate the name and telephone number of the vendor's contact person. The contact person must be authorized to make changes in the Financial Institution Information below in Section II. (If you are enrolling yourself individually, you are the contact person.)

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. Indicate the vendor's bank account number.
2. Indicate the vendor's account name.
3. Bank name
4. Bank address
5. Indicate 9-digit routing (ABA) transit number (located at the bottom of your check).
6. Indicate type of account. Account must be designated as either checking or savings. (Check one box only).
7. List name and telephone number of your bank's Direct Deposit/EFT Coordinator.

SECTION III - VENDOR SIGNATURE AND AUTHORIZATION

Sign and date where indicated. **Note: The person signing this form must be the same contact person as stated in Section I.**

ANSWERS TO FREQUENTLY ASKED QUESTIONS ABOUT THE NEW YORK CITY DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) FOR CITY VENDORS

1. WHAT ARE THE BENEFITS OF DIRECT DEPOSIT?

There are several advantages to direct deposit:

- Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your account is more secure.
- Payments arrive sooner – You don't have to wait for a check to arrive in the mail. Electronic payments are deposited directly into your bank account, saving days of waiting for checks to clear.
- You save time – Money deposited into your bank account is automatic. You save the time you used to spend at the bank depositing the check.

2. AM I REQUIRED TO ENROLL?

In accordance of Local Law 43 enacted by City Council in 2007, all vendors with City contracts over $25,000, and human service providers are required to enroll in the payment Direct Deposit program. All vendors are encouraged to enroll in the program.

3. CAN FOREIGN COMPANIES ENROLL?

Foreign vendors *must enroll with a bank domiciled within the continental United States.* For a foreign vendor to do business with the City of New York, they are a required to follow the following steps:

Step 1:

- The foreign vendor needs to complete a W8 and a foreign vendor questionnaire (1st page).
- Please note that the vendor will need to determine which of the 3 types of W8s they will need to complete.
- The W8s and the Foreign Vendor Questionnaire can be accessed at http://comptroller.nyc.gov/forms-n-rfps/w9substitute-w8/.

Step 2:

- The foreign vendor has to submit the original W8 and the Foreign Vendor Questionnaire to the paying agency.
- The paying agency has to fill out the 2nd page of the Foreign Vendor Questionnaire.
- Both documents (once completed) have to be sent (in Adobe.pdf format) by the paying agency to 1042vendor@comptroller.nyc.gov to begin the validation process.
- Please note that the Comptroller's Office will need the original forms to meet IRS compliance.

If you have any questions about the foreign vendor validation process, you may contact the Comptroller's Office via email at 1042vendor@comptroller.nyc.gov

4. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE DIRECT DEPOSIT/EFT?

Yes.

5. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the date of issuance. Saturdays, Sundays, and legal holidays are not considered business days. In addition to not having to wait for mail delivery, with direct deposit, vendors save additional time by not having to travel to the bank to wait in line to deposit checks or worry about lost, misplaced or stolen checks.

6. HOW WILL I KNOW WHEN THE PAYMENT IS IN OUR BANK ACCOUNT?

Once you are enrolled in direct deposit, the Department of Finance will email you a link that will allow you to enroll in the Payee Information Portal, or PIP. The Payee Information Portal is a service that allows you, as a payee/vendor for the City of New York, to manage your own account information, view your financial transactions with the City of New York and much more.

In addition, you may contact your bank directly or use online banking, mobile applications, and regular bank statements to confirm the deposit.

7. HOW WILL I KNOW WHAT THE PAYMENT IS FOR?

All payment information is transferred electronically to your bank account from Citibank. The City of New York now offers vendor access to the Payee Information Portal (PIP), which permits them, if they enroll in this program, to track up to three years of issued payments, as well as all scheduled payments. Direct deposits may reflect several invoices from one or more agencies, but the Payee Information Portal will provide information about each and every payment.

8. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT WE REQUESTED AND THE AMOUNT WE RECEIVED?

Please contact your agency representative.

9. CAN DIRECT DEPOSITS BE CREDITED TO THE WRONG ACCOUNT? IF THAT HAPPENS, WHO IS RESPONSIBLE?

The vendor is responsible for submitting to the Department of Finance correct information for the proper bank account to which it wishes to receive payments. The Department of Finance will not be able to ascertain if the vendor has supplied information for the wrong bank account.

However, if the bank account information that has been submitted is inconsistent and/or incorrect, the receiving bank will reject the payment and the Department of Finance will be notified. Finance will notify the agency and/or vendor and together we will do whatever is necessary to correct the problem. In order not to delay your payment, we will issue check(s) for your payment until the problem is resolved.

10. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account, you must notify the Finance Treasury Division, in writing, indicating the type of change you are requesting (i.e. change in bank, change in bank account number). A copy of an imprinted voided check or imprinted, encoded deposit slip with the new account information must be included with your letter. Mail correspondence to: Department of Finance, Treasury Division, 66 John Street, 12th Floor, New York, New York 10038, Att: Direct Deposit/EFT.

It is important that you do not close the account that is linked to your direct deposits until the new account has been established and payments are being credited to your new account. When the change is complete, you may then close the old account. If, however the account is closed and direct deposit payments are returned, you must provide the Department of Finance with new account information, including a copy of an imprinted voided check or imprinted encoded deposit slip. The new account data will be verified with your bank ("prenote"), for a period of approximately 10 calendar days, during which only paper checks are available. At the conclusion of a successful "pre-note," you will again be activated for EFT, and future deposits will be made to the new account.

11. CAN I CANCEL MY DIRECT DEPOSIT ENROLLMENT?

If you have a contract with the City for more than $25,000, or if you are a human service provider, the law requires that you receive your payments by direct deposit. Other vendors may cancel their participation in the program by sending a letter indicating the effective date of cancellation enrollment. Mail Correspondence to Department of Finance, Treasury Division, 66 John Street, 12th Floor, New York, New York 10038, Att: Direct Deposit/EFT

12. HOW DO I KNOW IF I AM A HUMAN SERVICE PROVIDER?

Human service providers are defined as those vendors such as health care organizations, educational institutions, and religious institutions who provide services to people. If you have a question about whether you are a human service provider please call: 212-487-2592.

13. DO I NEED TO SEND SEPARATE DIRECT DEPOSIT ENROLLMENT FORMS FOR EACH CITY AGENCY WITH WHICH I DO BUSINESS?

No. One enrollment form is sufficient.

14. WHAT IF MY NAME OR TAX ID # CHANGES (OR BOTH)? HOW DOES THIS AFFECT MY DIRECT DEPOSIT? WHO SHOULD BE NOTIFIED?

NON PIP VENDORS

If your name or Tax ID # changes (or both), the Comptroller's Office must validate a new Vendor Code. If you do not use the Payee Information Portal (PIP), you must complete and send to the agency you are doing business with the necessary supporting documents from the state in which you were incorporated justifying the changes e.g., a Certificate of Amendment, a new Substitute Form W-9 and a 147-C IRS letter. If you do not have the letter, you can call the IRS Main Business Line at 1-800-829-4933 (option 1 for Employer Identification Number questions) between 7a.m.-7p.m. Monday-Friday, except holidays, for assistance.

Once the Comptroller has validated the change, you must notify the Department of Finance and submit a new EFT Vendor Enrollment Form.

PIP VENDORS

If your name or Tax ID change (or both) the Comptroller's Office must validate a new Vendor Code. If you are enrolled in the Payee Information Portal (PIP), you must make the changes in PIP. In addition you must complete and send a new PIP Substitute Form W-9 and 147-C IRS letter to the PIP Unit of the Comptroller's Office, One Centre Street, New York, NY 10007, or by FAX: 212-815-8555. Once the Comptroller has registered the change, you must notify the Department of Finance and submit a new direct deposit enrollment form.

15. WHAT IF MY ADDRESS CHANGES? HOW DOES THIS AFFECT MY DIRECT DEPOSIT? WHO SHOULD BE NOTIFIED?

If your address changes, the Comptroller's Office does NOT validate a new Vendor Code. The vendor should follow the procedures above regarding Forms W-9, but does not have to submit to the Department of Finance new enrollment paperwork.

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Worker's 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..

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 _____

Bidder's EHS Performance and Program Review Questionnaire

DEP Contract Name or Number:		
Contractor Name:		
Location(s) and description of work to be performed (attach work summary from contract):		
Provide as part of the pre-award submittal:	☐	EMR Ratings
	☐	OSHA 300 logs and/or 300A redacted worksheets
	☐	Sworn, certified and notarized letter with information on all regulatory violations in the past 3 years
	☐	Sworn, certified and notarized letter with information on all reportable releases in the past 3 years
	☐	Written description of firm's EHS programs
Attach Table of Contents of Firm's EHS programs and describe below		
Describe employee EHS training below, including new employee training		
Describe protocol for subcontractor approval and onboarding below		

Certifications

I certify that the EHS and Training Programs for (Company Name)_____ comply with applicable OSHA, USEPA, NYSDEC and NYC regulatory requirements and that the information presented on this form and attachments is accurate and complete. Our company is aware and understands its obligations under the OSHA, USEPA, state and NYC standards (if applicable).

Signature: _____ Title: _____

Print Name: _____ Date: _____

PART F

OTHER ATTACHMENTS

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: NYC DEP	Unit/Div:	Registration # Registration Date:
Contract No.:	PIN:	
Contract Description:		
Contract Subject to a Project Labor Agreement (PLA) YES ◯ NO ◯		

PRIME CONTRACTOR IDENTIFICATION

PRIME CONTRACTOR

Name:	EIN/SSN:

SUBCONTRACTOR INFORMATION

PRIME CONTRACTOR

Company Name:	PIP Vendor #:	
Contact (please print):	Title:	
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Subcontract Value**:**	Start Date: / /	End Date**:**

Subcontractor Signed Letter of Assent ☐ **(if Prime Contract is subject to a Project Labor Agreement)**

Subcontractor is ☐ **SBS** ☐ **ESD Certified as: M/WBE** ☐ **EBE** ☐ **or LBE** ☐ **(**check all that apply & note status below)

YES☐ | Application Pending☐ | Intends to Apply☐ | NO☐

Subcontractor Prevailing Wage or Living Wage Statement (if applicable) ☐

Primary Trades to be used for Construction Services (list all):

Subcontractor's Experience Modification Rating (EMR): _____ (Letter from insurance carrier to verify rating must be included).

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 _____

PASSPort☐ Employment☐ References☐ PLA☐ Apprenticeship☐ Licenses☐ Sub Agreement☐ PIP☐

PRIME CONTRACTOR RESPONSE

PRIME

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. ☐

AGENCY FINAL RESPONSE

AGENCY

Final Agency Approval: Granted☐ Denied☐

Signature: Date _____

If Subcontracted Amount Has Changed, Please Enter The Revised Amount And Resubmit:

NYC Environmental Protection

Clear Form

DEP POLICE USE ONLY	
Access: ☐ **Approved** ☐ **Denied**	**Date/Time:**
Reviewing Officer: Initials:	**Badge #:**

TEMPORARY ACCESS FORM

Type of Access Requested. Select one:

☐ **DAY WORKER ACCESS -** For persons working on a day-to-day basis at a DEP facility and/or project site and who are not part of a contractor's regular staff. DEP Police will notify the employee, construction manager, and post officer if access is granted.

☐ **DAY TOUR ACCESS -** For persons attending tours of DEP critical infrastructure. DEP Police will notify the individual and sponsoring DEP entity if access is granted.

☐ **PRE-BID MEETING SITE ACCESS -** For prospective bidders attending pre-bid meetings at a DEP facility and/or project site. Any bidder who does not fax or e-mail this form to the appropriate DEP Project Manager at least one week prior to the scheduled visit will be required to bring the requested information to the site no less than 30 minutes prior to the scheduled meeting start time; there is no admittance of any bidder more than 30 minutes after the scheduled meeting start time.

☐ **DELIVERIES -** For persons delivering materials to a DEP site (other than UPS or FedEx).

SUBMIT FORM TO:	East of Hudson - Eastview Command Center T: (914) 593-7500 / F: (914) 345-1840 E: PoliceEastviewComm@dep.nyc.gov	West of Hudson - Ashokan Dispatch T: (845) 657-8433 / F: (845) 657-6145 E: Ashokancomm@dep.nyc.gov

This form expires fifteen (15) days from the date of submission. Access beyond that date requires official DEP-issued identification or submission of a new Temporary Access Form.

All fields are required. Please print clearly or type:	Today's Date:
Date(s) Access Requested: From:	To:
Site Location (name and/or address):	
Company or Group Affiliation Name:	
Security Point of Contact: Name:	
Security Point of Contact: Telephone #:	
Work to be Performed:	

Name: Last , First , M.I.	
Date of Birth (mm/dd/yyyy):	Social Security # (last 4 only):
Contact Telephone Number(s):	or
Driver License #:	, Issuing State
If no driver license, other form of government issued photo identification and number:	

I hereby affirm that the above information is true and that I agree to comply with all DEP policies and rules while I am on DEP property. I understand that 1) I must bring my identification to the site for physical inspection, 2) expired identification will not be accepted, and 3) providing false or misleading information or identification may result in criminal charges, denial of access to DEP sites and facilities, or rejection of any bid submitted by the applicant's company.

Signature

Place identification in this box if scanning or faxing this form.

Form must be submitted by either the Prime Contractor SPOC/ASPOC of record or the DEP Project Manager - NO EXCEPTIONS

City of New York

Department of Environmental Protection
Bureau of Police & Security

☐ New
☐ Renewal

SECURITY CLEARANCE RELEASE FORM

Email to: SecurityClearance@dep.nyc.gov

Clear Form

DEP Project Manager	
Project Number	
Location(s)	
Start Date (mm/dd/yy)	
Applicant Last Name	
First Name	
Middle Initial	
Driver License Number and State	
If no U.S. driver's license, Passport Number & Country	
Social Security Number (last 4 only)	
Country of Birth	
Gender	☐ Male ☐ Female
Date of Birth (mm/dd/yyyy)	
Height	
Weight	
Eye Color	
Hair Color	
Home (not mailing) Address: Street	
City	
State	
Zip	
Home Phone Number (include area code)	
Contact Phone (include area code)	
Company Name	
Contractor Type	☐ Prime ☐ Sub *If Subcontractor, you MUST attach a copy of the ACCO Subcontractor Approval letter*
Your Supervisor's Name	
Company Address: Street	
City	
State	
Zip	
Company Phone Number (include area code)	

ALL FORMS MUST BE LEGIBLE OR THEY WILL NOT BE PROCESSED

Revised 09-07-2018

Displacement Determination Form – Pursuant to City Charter § 312(a)

(for PSRs or equivalent pre-procurement documents)

This form must be used to certify whether or not there is displacement in the instant contracting action, as defined in City Charter § 312(a) (as amended by Local Law 63 of 2011). You can either certify that there is no displacement by completing Part 1 of this form, or you can certify that there is displacement by completing Part 2 of this form.

If the contract that you are awarding is a task order contract that does not simultaneously result in the award of a first task order, then you must check the box on the bottom of this page; displacement determinations will be made in conjunction with the issuance of task orders pursuant to the subject contract. If the contract that you are awarding does simultaneously result in the award of a first task order, then the displacement determination for that first task order must be done prior to issuance of the solicitation and you must complete either Part 1 or Part 2 of this form.

If you have any questions about Local Law 63 or about completing this form, please contact the Mayor's Office of Contract Services at APTLL63@cityhall.nyc.gov or (212) 788-0010.

Procurement Description:

APT EPIN:

Your Name: Thomas Sullivan

Phone: (718) 595-6679 **Email:** tsullivan@dep.nyc.gov

Please specifically identify the service(s) being procured.

MFP-2025: Preventive Maintenance, Inspection, Testing, and Repair of Fire Protection Systems and Fire Alarm Systems at Various Department of Environmental Protection Facilities

☐ If the contract to be awarded as a result of this procurement action is a task order contract (multiple or single award and multiple or single agency) that does not simultaneously result in the award of a first task order, then displacement determinations will be made in conjunction with the issuance of task orders pursuant to the subject contract. (Check this box *only* if you are completing this form for a task order contract that will *not* simultaneously result in the award of the first task order. If you check this box, do not fill out the remainder of this form.)

If the contract to be awarded as a result of this procurement action *does* simultaneously result in the award of a first task order, then the displacement determination for that first task order must be done prior to issuance of the solicitation and you must complete either Part 1 or Part 2 of this form.

Part 1: Certification of No Displacement

☒ **The Agency has determined that the contract resulting from this procurement action *will not* result in the displacement of any City employee within this Agency, as defined by Charter § 312(a).**

The basis upon which the Agency has made this determination (Please answer *all* questions under Part 1):

Do any civil service and/or job titles within this Agency currently perform the services sought by the proposed contract and/or services of a substantially similar nature or purpose?

Yes ☐ No ☒

If so, list the names of such titles and the extent to which Agency employees within such titles currently perform such services.

N/A

Do the services sought by the proposed contract expand, supplement, or replace existing services?

Yes ☐ No ☒

In either event, include a detailed description comparing the services sought by the proposed contract with such existing services.

Is there capacity within the Agency to perform the services sought by the proposed contract?

Yes ☐ No ☒

If not, provide a detailed description specifying the ways in which the Agency lacks such capacity.

No agency staff hold the accreditations, certifications or licensing necessary for these services.

For the term of the proposed contract, list the projected headcount of employees within such titles or employees who perform such services and/or services of a substantially similar nature or purpose.

N/A

☒ Check this box to confirm that none of the below events have occurred within the Agency in the past three years.

- The displacement of a City employee within the agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose; or
- The announcement of spending reductions in connection with a budgetary program, including but not limited to a Program to Eliminate the Gap, that could result or has resulted in the displacement of a City employee within the Agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose; or
- Any other statement by an Agency or by the Mayor of a specific anticipated employment action that could result or has resulted in the displacement of a City employee within the Agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose.

List any other bases for the Agency's determination that the contract resulting from this procurement action will not result in the displacement of any City employee within this Agency.

N/A

Part 2: Certification of Displacement

☐ **The agency has determined that displacement, as defined by Charter § 312(a), has or will occur as a result of this contracting action. The agency has performed the required cost-benefit analysis, as described in Charter § 312(a).**