



NYC Parks

PIN # 84627B0012

Maintenance and Repair of Automated Logic WebCTRL and Carrier

BIDS ARE TO BE SUBMITTED VIA PASSPort – the City’s digital Procurement and Sourcing Solutions Portal

NO PAPER BIDS WILL BE ACCEPTED!

SUPPLY AND SERVICE CONTRACT
SCHEDULE A

REFERENCE	ITEM	REQUIREMENTS
Section 22 of Information for Bidders	Bid Security Or Bid Bond	☒ N/A or ☐ ___% of Total Bid Price ☒ N/A or ☐ ___% of Total Bid Price
Section 23 of Information for Bidders	Performance Bond	☒ N/A or ☐
Section 24 of Information for Bidders	Payment Bond	☒ N/A or ☐
Article 6 of Agreement	Period of Performance (Term of Contract)	5 Years from the Order to Work Date
Article 16 of Detailed Specifications	Damage Claims	All damages shall be repaired within 2 weeks. Agency reserves the right to withhold payment on all outstanding invoices until all damage rectifications are met.
Article 2 of Detailed Specifications	Contractors Qualifications/ Equipment List	The Contractor must have at least 3 years of experience in the testing, maintenance and repair of the systems and equipment described herein. The Contractor shall have been in continuous business for a minimum of three (3) years prior to the bid opening date, actively and commercially providing the full scope of services required under this contract, including those related to project size and complexity. In the case of a joint venture, at least one member of the joint venture must meet this three (3) year minimum requirement. Prior to award, the Contractor must submit the names and contact information of at least two (2) client organizations that can verify the

		Contractor's successful experience in providing services comparable in scope and scale to those required under this contract. . The Contractor shall possess all licenses, permits, and certifications, including any apprentice certifications, required by law to perform the services described herein.
Article 6 of Detailed Specifications	Subcontracting	No Subcontracting unless approved by the ACCO
Article 14 of Agreement	Retained Percentage	☒ N/A ☐ __%
Article 15 of Agreement	Insurance Requirements	See the following pages of this Schedule A for Insurance Requirements
Article 18 of Agreement	Maintenance and Guaranty Security	☒ N/A ☒ __% of Total Contract Amount
Article 18 of Agreement	Guaranty Period	☐ N/A or 1 Year(s)
Article 37 of Agreement	Partial Payment	☒ Will Be Allowed ☐ Will Not Be Allowed
Article 8 of Agreement and; Article 7 & Article 8 of Detailed Specifications	Liquidated Damages Inspection Liquidated Damages	\$100 per day after two business days from the date of notification to complete any incomplete or unsatisfactory work \$100 per day/incident for failure to respond to a work order within two business days. \$75 Per Hour for failure to respond to an emergency work order within 4 hours \$100 per day if Contractor fails to respond to a routine (non-emergency) repair service request within two business days.

Article 31 of Agreement	Labor Law and Living Wage Requirements ☐ N/A ☒ NY LABOR LAW 220 ☐ NY Labor Law 230 ☐ Living Wage	*Anticipated Prevailing Wage Trades -Field Engineer -Electrician -Plumber
*The above-mentioned prevailing wage trades lists but does not limit those trades that the Agency anticipates being used throughout the duration of the Contract. For a complete list of trades and up to date rates, you may contact the Agency's ACCO office or consult the Comptroller's prevailing wage schedule for different trades or classes of trade. The schedule can be downloaded at the following link: https://comptroller.nyc.gov/services/for-the-public/prevailing-wage/wage-schedules/		

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 (IV) (1) 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 Parks & Recreation, ATTN: Contract’s Unit, 24 West 61st Street – 3rd Floor, New York, NY 10023.

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(II)(A)	\$ <u>1,000,000.00</u> per occurrence \$ <u>2,000,000.00</u> aggregate Additional Insureds: 1. City of New York, City, together with its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 or CG 20 206 and CG 20 37 if construction is performed 2. _____ 3. _____

SUPPLY AND SERVICE CONTRACT
SCHEDULE

Types of Insurance (per Article 15 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
☒ Workers' Compensation..... Art. 15 (I) ☒ Disability Benefits Insurance..... Art. 15 (I) ☒ Employers' Liability Art. 15 (I) ☐ Jones Act..... Art. 15(II)(F) ☐ U.S. Longshoremen's and Harbor Workers Compensation Act..... Art. 15(II)(F)	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(II)(B)	\$<u>1,000,000.00</u> per accident combined single limit Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01 If vehicles are used for transporting hazardous materials, the 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(II)(F)	\$_____ per occurrence \$_____ aggregate Additional Insureds: 1. City of New York, City, together with its officials and employees; and 2. _____ 3. _____
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SUPPLY AND SERVICE CONTRACT
SCHEDULE

Types of Insurance (per Article 15 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
☐ Marine Protection and Indemnity ... Art. 15(II)(F)	\$_____ per occurrence \$_____ aggregate Additional Insureds: 1. City of New York, together with its officials and employees, and 2. _____ 3. _____
☐ Hull and Machinery Insurance..... Art. 15(II)(F)	\$_____ per occurrence \$_____ aggregate Additional Insureds: 1. City of New York, together with its officials and employees, and 2. _____ 3. _____
☐ Marine Pollution Liability Art. 15(II) (F)	\$_____ per occurrence \$_____ aggregate Additional Insureds: 1. City of New York, together with its officials and employees, and 2. _____ 3. _____
☐ Professional Liability Insurance Art. 15(II)(C)	\$_____ per occurrence/claim \$_____ aggregate

PIN # 84627B0012

☐ Personal Property Insurance Art. 15(II)(F)	\$_____ per occurrence \$_____ aggregate
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SUPPLY AND SERVICE CONTRACT**SCHEDULE**

Types of Insurance (per Article 15 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
[OTHER]..... Art. 15(II)(F) ☐ _____	<i>[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.]</i>
[OTHER]..... Art. 15(II)(F) ☐ _____	<i>[See directly above.]</i>

**CERTIFICATES OF
INSURANCE**

**Instructions to New York City Agencies, Departments, and
Offices**

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

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

--OR--

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

**CITY OF NEW
YORK**

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



Pursuant to Procurement Policy Board Rule 2-08(f)(2), the Contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The Contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the Contractor under the Contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350.

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 Part II of the City of New York Department of Parks & Recreation Supply and Service Contract or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the Contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

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 Pages 1-2) indicating: (a) whether the Contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the Contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by

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

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

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

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

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

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

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.

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

- (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
- (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

- (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

- ☐ Any employee of a contractor or subcontractor that has a contract with the City or a City contractor of more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- ☐ To be protected by this law, an employee must report information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract over \$100,000 to DOI or to certain other government officials all of whom must forward the report to DOI.
- ☐ Any employee who has made such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 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;

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 Policies 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.

PART I – BID BOOK

PART I. BID BOOK

A. Bid Terms and Conditions

- Section 1. Description and Location of Work
- Section 2. Definitions
- Section 3. Invitation for Bid Documents
- Section 4. Pre-Bid Conference (Optional)
- Section 5. Examination of Proposed Contract
- Section 6. Form of Bid
- Section 7. Bidder's Oath
- Section 8. Site Visit
- Section 9. Irrevocability of Bid
- Section 10. Bid Samples and Descriptive Literature
- Section 11. Proprietary Information/Trade Secrets
- Section 12. Pre-Opening Modification or Withdrawals of
- Section 13. Bid Evaluation and Award
- Section 14. Late Bids, Late Withdrawals and Late
Modifications
- Section 15. Withdrawal of Bids
- Section 16. Mistake in Bids
- Section 17. Low Tie Bids
- Section 18. Rejection of Bids
- Section 19. Affirmative Action and Equal Employment
Opportunity
- Section 20. VENDEX Questionnaire
- Section 21. Audit by Comptroller
- Section 22. Bid Security
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- Section 25. Deposits
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- Section 28. Financial Qualifications
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- Section 31. Unit Price Contracts
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- Section 33. Compliance With The Americans With
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- Section 35. False Statement

B. Bid Affirmation

Section 1 Bidder Affirmations
Section 2 Tax Affirmation

C. Schedule of Quantities and Prices (BID PAGES VIA PASSPort)

D. Contract General Specifications

PART II AGREEMENT (Execution of Contract and Acknowledgements)

PREVAILING WAGE SCHEDULE - APPENDIX I (IF APPLICABLE)

PART I- BID BOOK

A. BID TERMS AND CONDITIONS

1. DESCRIPTION OF PROCUREMENT

The work to be performed under this contract includes furnishing all materials, together with all work incidental thereto, required for to provide the complete testing, maintenance and repair of Automated Logic WebCTRL and Carrier I-Vu Building Automation systems and equipment at various NYC Parks facilities Citywide.

2. DEFINITIONS

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

3. INVITATION FOR BIDS DOCUMENTS

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 as may be specifically excluded, shall be deemed to be part of the contract and the Invitation For Bids.

1. The Advertisement and Proposal for Bids
2. Schedule of Quantities and Prices (Items
3. The Agreement
4. The Budget Director's Certificate
5. The General Specifications
6. The Contract Drawings
7. All addenda issued by the Commissioner prior to the receipt of bids
8. All provisions required by law to be inserted in this contract whether actually inserted or not
9. The Notice of Award
10. Bid Bond (when applicable)

b. For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bid documents.

4. MANDATORY PRE-BID CONFERENCE

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

TIME: N/A
DATE: N/A
PLACE:

Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids unless a change is made by written amendment as provided in Section 13 below.

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

Please notify the Agency Contact as to the number of representatives from your firm that will attend the conference at least 5 City working days before the date of the pre-bid conference.

5. EXAMINATION OF PROPOSED CONTRACT

a. Request for Interpretation or Correction:

Prospective bidders must examine the contract documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be delivered to each person recorded as having received a copy of the Contract documents from the Contract Clerk, and will also be posted at the place where contract documents are available for the inspection of prospective bidders. Upon such delivery and posting, such addendum shall become part of the contract documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

b. Only the Commissioner's interpretation or correction is binding. Only the written interpretation or correction given by the Commissioner shall be binding, and prospective bidders are warned that no other Officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

6. FORM OF BID

a. Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Councilman or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt, contract, or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City or to any agency thereof, except as set forth in the bid.

b. The bid shall be completed and submitted in PASSPort.

7. BIDDER'S OATH

a. The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

b. A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. SITE VISIT

Where the Invitation For Bid involves performance of services on City facilities, all bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract. 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.

9. IRREVOCABILITY OF BID

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 15, 17, 18 and 19, below.

10. BID SAMPLES AND DESCRIPTIVE LITERATURE

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

11. PROPRIETARY INFORMATION/TRADE SECRETS

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

All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids, which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and the terms of payment shall be publicly available after bid opening regardless of any designation of confidentiality made by the bidder.

12. PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

13. **BID EVALUATION AND AWARD**

(1) General. In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bid, this contract shall be awarded to the lowest responsive and responsible bidder.

(2) Determination of Lowest Responsive and Responsible Bid. Bids shall be evaluated to determine which bidder offers the lowest responsive and responsible bid price to the City in accordance with the evaluation criteria set forth in the Invitation for Bids. Only objectively measurable criteria which are set forth in the Invitation for Bids shall be applied in determining the lowest responsive and responsible bid

(3) Negotiations with the Apparent Lowest Responsive and Responsible Bidder. Upon determination of the apparent lowest responsive and responsible bidder and prior to award, the Contracting Officer may elect to open negotiations with the selected bidder in an effort to improve the bid to the City with respect to the price only. In the event the apparent lowest responsive and responsible bidder declines to negotiate, the Contracting Officer may elect to either award the contract to the apparent lowest responsive and responsible bidder or may, upon written approval by the Agency Chief Contracting Officer, reject all bids in accordance with Section 3-02(v). The result of negotiations, if any, shall be documented in the Recommendation for Award.

(4) Award. Upon the determination of the lowest responsive and responsible bidder, a written Recommendation for Award shall be prepared by the Contracting Officer and submitted to the Agency Chief Contracting Officer for written approval. After approval has been obtained, the contract shall be awarded to that bidder. The Recommendation for Award shall be part of the permanent contract file.

14. **LATE BIDS, WITHDRAWALS, AND MODIFICATIONS**

Any bid received after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received after the time and date set for receipt of bids is late and shall not be considered.

The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

15. **WITHDRAWAL OF BIDS**

Except as provided for in Section 3-02(j) of the Rules of the Procurement Policy Board and in Section 17, above, a bidder may not withdraw its bid before the expiration of forty-five days after the date of the bid opening; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award.

If within sixty days after the execution of the Contract, the Commissioner fails to fix the

date for commencement of work by written notice to the bidder, the bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the Commissioner. If such notice is given, the bidder waives all claims in connection with this Contract.

16. **MISTAKE IN BIDS**

- 1) **General**. Correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a non-judgmental mistake is permissible, but only to the extent that it is not contrary to the interest of the City or the fair treatment of other bidders.

- 2) **MISTAKE DISCOVERED BEFORE BID OPENING**

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

- 3) **MISTAKE DISCOVERED BEFORE AWARD**

In accordance with Chapter 3, Section 3-02(m) of the Procurement Policy Board Rules, if a bidder alleges a mistake in bid after bid opening and before award, the bid may be corrected or withdrawn upon written approval of the ACCO if the following conditions are met:

- i) **MINOR INFORMALITIES**. Minor informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Contracting Officer may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the City.
- ii) **MISTAKES WHERE INTENDED CORRECT BID IS EVIDENT**. If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn.
- iii) **MISTAKES WHERE THE INTENDED CORRECT BID IS NOT EVIDENT**. Mistakes may not be corrected after bid opening. A bidder may be permitted to withdraw a low bid where a unilateral error or mistake has been discovered in the bid and the Contracting Officer makes the following determination shall be approved by the ACCO:

- a) the mistake was known or made known to the Agency prior to supplier selection or within three days after the opening of the bid, whichever period is shorter;
- b) the price bid was based on an error of such magnitude that enforcement would be unconscionable;
- c) the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error;
- d) the error in bid is actually due to an unintentional and substantial arithmetic error or unintentional omission of a substantial quantity of work, labor, material, goods, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
- e) it is possible to place the City in the same condition that had existed prior to the receipt of the bid.

Upon the approval of the ACCO, the bid may be withdrawn, and the bid bond or other security returned to the bidder. The Contract shall either be awarded to the lowest bidder or re-solicited pursuant to these Rules. Under no circumstances shall a bid be amended or revised to rectify the error or mistake.

- 4) Mistakes Discovered After Supplier Selection. Mistakes shall not be corrected after supplier selection except where the ACCO, subject to the approval of the CCPO, makes a determination that it would be unconscionable not to allow the mistake to be corrected.
- 5) Determinations Required. When a bid is corrected or withdrawn, or correction or withdrawal is denied, the ACCO shall prepare a determination showing that the relief was granted or denied in accordance with these Rules.

17. **LOW TIE BIDS**

a. When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and the criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

- 1. Award to a certified New York City small minority or woman-owned business entity bidder;
- 2. Award to a New York City bidder;
- 3. Award to a certified New York State small, minority or woman-owned business bidder;
- 4. Award to a New York State bidder.

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

drawing and shall certify the results on the bid tabulation sheet.

18. REJECTION OF BIDS

- A. Rejection of Individual Bids. The ACCO may reject a bid if:
- (1) The Bidder fails to furnish any of the information required pursuant to the bid documents; or if
 - (2) The Bidder is determined to be not responsible pursuant to the PPB Rules; or if
 - (3) The bid is determined to be non-responsive pursuant to the PPB Rules; or if
 - (4) The bid, in the opinion of the ACCO contains unbalanced bid prices and is thus non responsive, unless the Bidder can show that the prices are not unbalanced for the probable required quantity of such items, or if the imbalance is corrected pursuant to the PPB Rules.
- B. Rejection of All Bids. The ACCO may reject all bids and may elect to re-solicit by bid or by other method authorized by the PPB Rules.

19. EQUAL EMPLOYMENT OPPORTUNITY

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

20. VENDEX QUESTIONNAIRE

Pursuant to Administrative Code 6-116.2 and Section 4-02 of the Rules of the Procurement Policy Board (9RCNY 4-02), bidders may be obligated to submit completed VENDEX questionnaires with this bid. Generally, if this bid is \$100,000.00 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000 VENDEX questionnaires must be completed and submitted with this bid. Any questions concerning this requirement must be submitted to the Agency Chief Contracting Officer or the contact person for this Contract.

Pursuant to Procurement Policy Board Rule 2-08(f)(2), the Contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The Contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the Contractor under the Contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350.

21. AUDIT BY COMPTROLLER

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 at:

**Office of Contract Administration,
1 Centre Street, Room 835
New York, New York 10007
(212) 669-3000**

22. BID SECURITY

- a. Bid Bond. If required in the Schedule A, of this bid, no bid will be received or considered which is not accompanied by a Bid Bond (in the form set forth herein) issued by a surety company which is authorized to do business in the State of New York.
- b. The Bid Bond shall insure the City of New York to the extent of not less than 10% of the amount of the Bid Contract Price.
- c. In lieu of a Bid Bond, the bid may be accompanied by a deposit in approximately the sum of 2% of the amount of the bid contract price. Such deposit shall consist of a certified check upon a state or national bank or trust company or a check of such bank or trust company signed by a duly authorized officer thereof, drawn to the City which the Comptroller shall approve as of equal value with the sum so required.
- d. The bid deposit, must be submitted separately to the Commissioner's representative upon presentation of the bid.
- e. The Bid Bond, or check, or cash as the case may be, shall assure the City of New York and the Agency of the adherence of the bidder to its bid and the execution of the Contract, in form as annexed hereto, if its bid is accepted.

23. PERFORMANCE BOND

If required in the Schedule A, the successful bidder shall, prior to or at the time of execution of the Contract deliver to the City an executed bond in form prescribed herein, and having as surety hereunder, such surety company or companies as are approved by the Comptroller, in the amount set forth in said Schedule of Bonds and Liability Insurance to secure faithful performance and completion of the Contract.

24. PAYMENT BOND

If required in the Schedule A, the successful bidder shall prior to or at the time of execution of the Contract deliver to the City an executed bond in form prescribed herein, and having as surety hereunder, such surety company or companies as are approved by the Comptroller in the amount said forth in said Schedule of Bonds and Liability Insurance, as security for the payment for all persons performing labor or furnishing materials in connection with the Contract.

25. DEPOSITS

- a. In lieu of a performance or payment bond, the successful bidder may deposit with the Comptroller money or an obligation of the City of New York which the Comptroller shall approve as of equal value with the amount of the bond or bonds required in the Schedule of Bonds and Liability Insurance.
- b. Whenever the successful bidder deposits obligations of the City of New York in lieu of a performance or payment bond, the Comptroller may sell and use the proceeds thereof, for any purpose for which the principal or surety on such bond

would be liable under the terms of the Contract. If money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

26. FAILURE TO EXECUTE CONTRACT

In the event of failure of the successful bidder to execute the Contract and furnish any required security and insurance, within ten days after notice of the award of contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such contract shall be subsequently reletting, including the cost of such reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid.

27. POWER OF ATTORNEY

Attorneys in fact who sign performance and payment bonds must file with each bond a certified copy of their power of attorney to sign said bond or bonds.

28. FINANCIAL QUALIFICATIONS

- a. The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain bidder's responsibility and capability to perform the Contract.
- b. If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (a) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. BUREAU OF LABOR SERVICES INFORMATION

- a. In accordance with Executive Order No. 50 1980 and its implementing Regulations (E.O. 50), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York if you meet all of the following conditions:
 1. You have been identified as the lowest bidder for a supply or service contract or your proposal for supplies or services has been accepted.
 2. The contract value exceeds \$50,000.
 3. Your firm has 50 or more people.
 4. Suppliers, subcontractors or vendors performing on the Contract who meet conditions 2 and 3 also must file an Employment Report.

If you are the lowest bidder, Employment Report will be sent to you under separate cover.

b. LESS THAN 50 EMPLOYEES CERTIFICATE

1. If your company or any of its facilities performing on the Contract has fewer than 50 employees, although the contract value exceeds \$50,000, you need only submit a "Less Than 50 Employees Certificate".
2. If there is a subcontractor, supplier or vendor to the prime contractor and

any of its facilities performing on the contract has fewer than 50 employees, although the subcontract value exceeds \$50,000, it need only submit the "Less than 50 Employees Certificate".

30. PROCUREMENT POLICY BOARD RULES

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

31. UNIT PRICE CONTRACTS

The following provision on quantity overruns will be included in all unit price contracts under Paragraph (B) Variations from Engineer's Estimate (or equivalent provision):

"If during the progress of the work, the actual quantity of items required to complete the work of any unit item approaches the estimated quantity, and due to errors, site conditions, changes in design or any other reason, it appears that the actual quantity necessary to complete the work will exceed the estimated quantity by 25 percent, the Contractor shall immediately notify the Engineer of such anticipated overruns.

The Contractor shall not be compensated for work performed in excess of one hundred twenty five (125) percent of the estimated quantities in the bid schedule without written authorization from the Engineer.

The Contractor will be paid at the unit price bid for quantities up to one hundred twenty five (125) percent of the estimated quantities listed in the bid schedule. If quantities on any item exceed one hundred twenty five (125) percent of the estimate, the City reserves the right and the Contractor agrees to renegotiate the unit price bid to a new unit price for such quantities. If the City and Contractor cannot agree to a new price then the City, if it requires additional units of the item, shall order the Contractor and the Contractor agrees to perform the additional work on a time and material basis for the actual and reasonable cost as determined under Article 26 but in no event at a cost exceeding the bid price.

32. QUALIFICATION OF BIDDERS

- (A) **SUBMISSION OF SWORN STATEMENTS** - After the opening of bids and when directed by the Commissioner, the bidder must submit a sworn statement settling forth such information as the Commissioner may require concerning his financial conditioning, present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record. The sworn statements must be returned no later than ten (10) days after the bid date. Failure of the low bidder to make timely return of the completed questionnaire will subject the low bidder to the Commissioner's right of bid rejection under Section 22 of the "Information for Bidders".
- (B) **ORAL EXAMINATION ON QUALIFICATIONS** - In addition thereto, and when directed by the Commissioner, the bidder, of a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Commissioner or his authorized representative in relation to his proposed tentative plan and schedule of operations, and such other matters as the

Commissioner may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination, noting thereon such corrections therein as such person may desire to make.

33. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

34. ELECTRONIC FUNDS TRANSFER

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

35. FALSE STATEMENT

A false statement willfully or fraudulently made in connection with the bid and/or any of the forms completed and submitted to the City in connection with the bid, may result in the termination of any contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

B. Bid Affirmation

1. BIDDER AFFIRMATIONS**THE BIDDER AFFIRMS AND DECLARES:**

- A. That the bidder, if an individual, is of lawful age. That the bidder is the only one interested in this bid; and that no person, firm or organization other than herein above named has any interest in this bid or in the contract proposed to be taken.
- B. That the bidder and each person signing on behalf of any bidder certifies, and in case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (i) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (ii) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the bid opening, directly or indirectly to any other bidder or to any competitor; and
 - (iii) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
 - (iv) That no councilperson or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof;
 - (v) The bidder is not in arrears to the City of New York upon any debt, contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation to the City of New York, and has not been declared not responsible, or disqualified, by any Agency, the City of New York, or State of New York, nor are there any proceedings pending relating to the responsibility or qualification of the bidder to receive public contracts, except as otherwise stated in the Affirmation which is attached hereto at Appendix III. The bidder shall indicate its Tax Identification Number on its bid and submit with its bid the Affirmation attached hereto at Appendix III.
- C. That the said bidder has inspected the site where the services are to be performed and is satisfied as to all general and local conditions that may affect the cost of performance of the Contract.
- D. That the bidder has examined all parts of this Proposal for Bid, including but not limited to the Agreement and the terms and conditions thereof; and if the bid is accepted as submitted, the bidder shall execute the Agreement as set forth herein.
- E. The bidder executes this document expressly warranting and representing that the bidder will provide all bonds, insurance and other required documents and all the information with respect to its financial condition as may be pertinent, and that the Agency may deem reasonably necessary to determine the qualifications of the bidder.
- F. That the bidder certifies that it is duly licensed to do business in the City and State of New

York and holds or agrees to obtain all necessary permits required by law or regulation for the performance of the Contract.

- G. The bidder, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to it, the bidder and its sub-contractors engaged in the performance of the contract: (1) will comply with provisions of Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations. In the event of breach or violation of any of the foregoing, the bidder may be subjected to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three (3) years.
- H. The bidder (1) represents that its attention has been specifically drawn to the Equal Employment Provisions of the Contract Agreement, and (2) warrants that it will comply with all the terms and provisions prescribed therein.
- I. The bidder executes this document expressly warranting and representing that should this bid be accepted and the Contract awarded to the bidder, the bidder and its sub-contractors engaged in the performance (1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the nondiscrimination provisions of Sections 220 and 239 of the New York Labor Law as more expressly and in detail set forth in the contract form: and (2) will post notices to be furnished by the City, setting forth the requirements of the afore-said law in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work, labor and services required by the Contractor have been finally accepted by the City.
- J. (i) The foregoing Engineer's Estimate is approximate only and is not to be considered as a binding feature of the Contract. Bidders are required to submit their bids upon the following express conditions which apply to and become a part of every bid received. Bidders must satisfy themselves as to the accuracy of the foregoing estimate by personal examination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer, and shall not, at any time after the submission of their bids, dispute or complain of such estimate of the Engineer, nor assert that there was any misunderstanding in regard to the quantity or kind of material to be furnished or work to be done. No error or misunderstanding of the bidder shall affect the validity of the bid made or the Contract entered hereunder.
- (ii) The bid prices submitted via PassPort, are to be paid for the actual quantities of the several classes of work in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances. Should the dimensions of any part of the work or the materials be less than those required by the plan, the actual quantities only will be allowed in measurement.

2. TAX AFFIRMATION

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

 (If none, so state):

Full Name of Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

CHECK ONE (1) BOX AND INCLUDE APPROPRIATE NUMBER:

- () A. Individual or Sole Proprietorship*
 SOCIAL SECURITY NUMBER
 _____ - _____ - _____
- () B. Partnership, Joint Venture or other Unincorporated Organization
 EMPLOYER IDENTIFICATION NUMBER

- () C. CORPORATION
 EMPLOYER IDENTIFICATION NUMBER

BY: _____
 (Signature) (Title)

If a corporation, place seal here

Must be signed by an officer or duly authorized representative

*Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying of businesses which seek City Contracts.

(Place Stamp Here)

PART I - D

GENERAL SPECIFICATIONS

THIS IS A REQUIREMENTS CONTRACT. ALL TASKS AND WORK ORDERS WILL BE ASSIGNED ON AN-AS NEEDED BASIS.

Article 1 DESCRIPTION OF WORK

The work to be performed under this Contract (“Agreement” or “Contract”) includes furnishing all labor, materials, travel time, equipment and all other work incidental thereto necessary or required to provide the complete testing, maintenance and repair of Automated Logic WebCTRL and Carrier I-Vu Building Automation systems and equipment at various NYC Parks facilities Citywide.

Article 2 CONTRACTOR’S QUALIFICATIONS/EQUIPMENT LIST

I. Certification and Experience

The Contractor shall have been in continuous business for a minimum of three (3) years prior to the bid opening date, actively and commercially providing the full scope of services required under this contract, including those related to project size and complexity. In the case of a joint venture, at least one member of the joint venture must meet this three (3) year minimum requirement.

Prior to award, the Contractor must submit the names and contact information of at least three (3) client organizations that can verify the Contractor’s successful experience in providing services comparable in scope and scale to those required under this contract.

II. Equipment List

The Contractor shall possess and make available all tools, equipment and instruments necessary to make repairs and/or upgrades on all required parts and equipment covered under this contract.

CERTIFICATION OR MEMBERSHIP: If these specifications require certification by, or membership in, a non-governmental entity or organization, the contractor shall possess either that certification or membership, or equivalent qualifications or characteristics as determined acceptable by the Agency. This provision does not waive any legally required Federal, State, or local certifications or licenses, nor does it alter any requirement for manufacturer-specific certification of materials or equipment where such certification is specified.

Article 3 TERM OF CONTRACT

The term of this contract shall run for five (5) years from the Order to Work (“OTW”) date set forth in the Notice to Proceed with the Work (also known as the Order to Work Letter).

Article 4 SCOPE OF WORK

A. General

The Contractor shall cooperate with the Project Manager on the premises: to prevent

unauthorized persons from entering said premises; to ensure that the Contractor and its workers comply with all applicable Agency rules and regulations; to avoid unnecessary dust, or accumulated debris; to prevent the Contractor's personnel and/or work performed thereby from interfering with regular Agency operations at such buildings and facilities; and, to take necessary precautions to prevent the loss or damage of property at such buildings.

Use of electricians and plumbers shall require approval from the Project Manager prior to the commencement of any electrical or plumbing work being performed.

The Contractor shall supply his employees working at the facility with uniform displaying the company name. In addition, the Contractor's employees shall at all times prominently display on their uniforms their respective Contractor issued, employee picture identification Cards, which shall each bear the Contractor's name, a color photograph of the respective employee, the typewritten name of the respective employee, and the typewritten trade classification the respective employee.

The Contractor shall notify the Project Manager of any planned visit to the site/s at least twenty-four (24) hours prior to its serviceperson's expected arrival time.

With the exception of emergency requests, all work is to be performed during regular working hours between **8:00 am and 5:00 pm**, Monday through Friday, with the exception of paid holidays, unless otherwise agreed by the Project Manager.

B. Maintenance

Maintenance at all facilities shall include but not be limited to the following:

1. AUTOMATION NETWORK

- a. Review for proper communications at operator workstation, server, and all global controllers.
 - i. Check all network and communications performance
- b. Check alarm logs and correct errors.
- c. Upgrade software to the latest version (either WebCTRL or I-Vu as applicable).
 - i. All licensing costs shall be included in the "**Regular Maintenance**" fee and shall not be charged separately.
- d. Perform complete system device upload to archive and ensure that archive data is up to date.
- e. Perform full system backup; one copy shall be retained on site and one copy shall be retained by the vendor.
- f. Provide summary report of system performance to the Project Manager. Report any deficiencies and recommend appropriate corrective measures.

2. CONTROLLERS: for all controllers listed under Appendix A.

- a. Review individual control loops.
- b. Check all LED indicators for:
 - i. Power levels;
 - ii. Transmit and Receive activity on all trunks;
 - iii. Error Codes; and

- iv. Sequencing regarding self-test displays or Error Code indications.
- c. Check to ensure all batteries (clock, data protection, data detection) are performing as required, replace as necessary.
- d. Check wiring for signs of corrosion, fraying and rapid discoloration.
- e. Check and ensure secureness of all trunk / field point connections.
- f. Check the system for active alarms and report to appropriate personnel.
- g. Confirm communication status/reliability with system.
- h. Confirm on-line status of field points and reliability of data points.
- i. Review system diagnostics for confirmation of reliable on-line performance.
- j. Verify database archive is up to date, utilizing system configuration tool to update archive.
- k. Verify on-line status and calibration of Analog Input / Binary Input device(s) and record in Facility Management System log.
- l. Perform backup of controller.
- m. Clean interior and exterior surfaces (including removal of dust and debris from heat sink surfaces), as well as the area surrounding equipment.
- n. Complete maintenance checklist.
- o. Report any deficiencies to the Project Manager and recommend appropriate corrective measures.

3. VAV (Variable Air Volume) Boxes

- a. Check with the Project Manager for any known operational deficiencies.
- b. Verify on-line status.
- c. Remotely verify VAV box sequence of operations. Verify box program.
- d. Check operation of box with BAS (Building Automation System) (if applicable).
- e. Remotely check damper motor operation.
- f. Complete required maintenance checklist.
- g. Report any deficiencies to the Project Manager and recommend appropriate corrective measures.

4. VERIFY ALL CRITICAL SYSTEM SENSORS (AIRSIDE/WATERSIDE) SUCH AS, BUT NOT LIMITED TO ITEMS LISTED:

- a. Calibrate or replace all failed temperature, humidity, and CO2 sensors at no additional cost. All other required sensor replacements shall be considered repair and reimbursable if the material cost is less than \$150 and the replacement requires less than 4 hours to complete:
 - i. Outside/Indoor air temperature sensors;
 - ii. Supply temperature sensors;
 - iii. Return temperature sensors;
 - iv. CO2 sensors;
 - v. Pressure switches;
 - vi. Humidity sensors

Sensor Failure, for the purposes of this item, is defined as any of the following:

- Sensors that exhibit extreme highs or lows as seen on the BMS (Building

Management System) front end;

- Outdoor air sensor measurements that differ significantly from local weather conditions; or
- Manual IAQ (Indoor Air Quality) measurements taken by Parks personnel that differ more than 3 degrees F, 5% RH, or 50 PPM CO2 from the sensor reading on the BMS.

5. AIRFLOW STATIONS AND WATERFLOW METERS:

- a. Verify functionality
- b. Calibrate or replace as needed

6. TEMPERATURE SENSORS:

- a. Verify functionality.
- b. Calibrate or replace as needed.

7. SPACE THERMOSTATS:

- a. Verify functionality of space thermostats, at least 10% during each maintenance visit, prioritizing those located in rooms from which the Project Manager receives complaints.
- b. Calibrate or replace as needed

8. ACTUATORS FOR DAMPERS AND VALVES:

- a. Test actuators and witness responses airflow/water flow changes
- b. Provide detailed findings
- c. Replace/repair as needed

9. MISC. PARTS (Fiber optic Hubs, Uninterruptible Power Supply, Printer, other components):

- a. Clean interior & exterior surfaces.
- b. Review for proper operation.
- c. Report any deficiencies to the Project Manager and recommend appropriate corrective measures.
- d. Report other BAS deficiencies

NYC Parks reserves the right to request the Contractor to perform maintenance at any of the sites listed herein at any time by providing the Contractor a Work Order for such Work.

It is anticipated that maintenance shall be performed at the following intervals to the approval of the Project Manager:

Gracie Mansion:

The Contractor shall perform six (6) evenly spaced scheduled maintenance visits per year.

Flushing Meadows Corona Park Pool/Rink:

The Contractor shall perform four to six scheduled maintenance visits per year during the term of this Contract.

Carmines Carro:

The Contractor shall perform four (4) scheduled maintenance visits per year. The Contractor shall visit the site.. Each visit shall be approximately three months apart.

C. Scheduled and Unscheduled Service/Repairs

The Contractor shall provide non-scheduled service as may be required whenever requested by the Project Manager. The Contractor shall commence service at the job site within two (2) business days of when requested. Failure to respond within the appropriate time frame will result in liquidated damages as defined in **Article 8.** |

WORK ORDERS

The Agency shall submit to the Contractor a Work Order Request Form that shall be recognized as a valid authorization to commence work by signature of the applicable Project Manager or Authorized Site Representative. Once the work described on the Work Order Request has been completed and the equipment has been restored to service, the Contractor shall obtain signature of the applicable Project Manager or Authorized Site Representative validating the work is complete. No payment will be made if the Contractor does not provide a fully completed and executed Work Order Request Form(s) with the corresponding invoice.

The Contractor shall be required to verify the arrival time and departure time of its workers at each site by completing the appropriate area of the Contractor Sign-in Sheet that shall be presented to the Contractor at each work site. (See, e .g., Attachment A “Work Order Request Form”, Attachment B “Sample Contractor Sign-in Sheet”).

Upon departure for the work site, the Contractor shall have his/her time on site validated by signature of the applicable Project Manager or Authorized Site Representative. No payment will be made if the Contractor does not provide fully completed and validated Contractor Sign-in Sheet(s) with the corresponding invoice.

The Contractor shall start work within two (2) business days after receipt of a work order. For emergencies, the Contractor shall be required to respond within four (4) hours from the placement of the call or Work Order.

The Contractor is expected to work each consecutive business day until the work is completed.

The number of workers employed on any work order shall be the minimum required to perform the work adequately and safely and will be subject to approval by the applicable Project Manager or Authorized Site Representative before work is started.

The time spent on each work order will be verified by the Agency.

In case of multiple work orders, the Contractor will be advised by the Project Manager as to the priority of each work order.

The Contractor shall submit a written cost proposal for each project/work requested to the applicable Project Manager or Authorized Site Representative for their review. This cost proposal shall be itemized and show each Item, Quantity, and Unit Price as per the contract Bid Page. Once the Agency Project Manager or Authorized Site Representative accepts the proposal, they will submit a Work Order Form to the ACCO’s (Parks Contracts Division) Office for final approval and funds encumbrance. Once approved, the ACCO’s Office will send the approved Work Order Form to the Contractor.

Once the Contractor receives the approved signed Work Order Form, it can perform the work outlined in the Work Order and proposal. Any changes or additions to an issued approved Work Order Form, must be done via a new Work Order Form. The Contractor shall NOT honor any verbal Work Orders or changes to an existing Work Order Form from the Agency Project Manager or Authorized Site Representative or any other Parks staff. This is to ensure that the necessary funds for each issued Work Order are encumbered, and payments to the Contractor can be issued once the work is completed. Failure to adhere to this policy may result in non-payment to the Contractor.

WORK TICKET

The Contractor's designee shall leave a Work Ticket with the Project Manager or Authorized Site Representative at the job site. This Work Ticket will give a brief description of the work performed, date, time, hour(s) at the job site, parts used and the name of the service person(s) who performed such work. This Work Ticket shall be signed by the Agency on site, upon completion and approval of the work. A copy of the completed Work Ticket(s) must be submitted with the Contractor's monthly invoice. The Contractor's failure to submit Work Ticket(s) with its invoice may result in a delay in payment.

ESTIMATES

At times, the Contractor shall be required to supply Parks with a free estimate prior to the issuance of a work order. The Contractor shall not proceed with the work until the estimate is approved by the Project Manager, and a Work Order has been issued.

WORK LOCATIONS

The Agency may instruct the vendor to provide and perform all services in any borough of the City and in any NYC Parks facilities. The locations for service are stated in Article 4 "Scope of Work", under Section A- General Info.

Article 5 MEASUREMENT AND PAYMENT

The Work to be performed under this contract includes furnishing all labor materials, travel time, equipment and all other work incidental thereto necessary or required for to provide the complete testing, maintenance and repair of Automated Logic WebCTRL and Carrier I-Vu Building Automation systems and equipment at various NYC Parks facilities Citywide.

ITEMS # 1-3: SCHEDULED MAINTENANCE SERVICE

Bid Items 1-3 cover the following Work:

- A. Onsite training support, operator assistance, and general consultation services.
- B. Standard and emergency (24 hour) telephone support.
- C. The vendor must provide, and complete, maintenance check lists that mirror the required maintenance tasks as delineated in this Contract.

The unit price bid shall include all costs including profit, overhead, administration, equipment, transportation (to and from sites), tolls, parking, employee labor time and any other incidental cost not specifically mentioned but necessary for the performance of work under this Contract

in accordance with the scope of work.

The Contractor shall receive payment only upon completion of each maintenance service and submission of a comprehensive report and all completed checklists. in accordance with Article 16 “Invoices and Reports”.

ITEM # 4, 7, 8, 9 and 10: LABOR RATES MONDAYS- FRIDAYS

All equipment that is required to be used under these items shall be included under the unit bid prices. This includes, but is not limited to, all tools and supplies necessary for services as outlined in the Contract.

ITEM # 5: SYSTEM SPECIALIST LABOR RATES AFTER HOURS AND SATURDAYS

All equipment that is required to be used under these items shall be included under the unit bid prices. This includes, but is not limited to, all tools and supplies necessary for services as outlined in the Contract.

ITEM # 6: SYSTEM SPECIALIST LABOR RATES SUNDAYS AND HOLIDAYS

All equipment that is required to be used under these items shall be included under the unit bid prices. This includes, but is not limited to, all tools and supplies necessary for services as outlined in the Contract.

Item #11 Materials/Parts and Equipment Rental

Under these items, the Contractor shall furnish materials. The Contractor shall replace or repair worn parts or obsolete components with new parts, unless directed otherwise by the Project Manager. It is understood that this applies only to the systems and mechanical equipment covered in this Agreement. It is further understood that after the systems have been put into proper operating condition, by the Contractor, he/she will not be responsible to make replacements or repairs necessitated by reason of negligence or misuse of the equipment by others or by reason of any other cause beyond the Contractor’s control except ordinary wear and tear. The material shall match the original in all respects. All material to be furnished under these items shall be subject to the prior written approval of the Project Manager” The lump sum price indicated on the bid page, plus profit and overhead, is an estimated amount for materials and may vary from the amount actually expended for the cost of materials for renewals or replacement during the term of the Contract.

Payments will be made ONLY upon presenting clear and legible copies of the Contractor’s suppliers’ bills or invoices detailing the materials, its purpose, location where installed, including the date it was installed.

In addition, the Project Manager shall have the right to pay less than the costs submitted by the Contractor for materials when it is determined that the Contractor should have been able to purchase such materials at a lower cost than actually paid by the Contractor.

Item #12 & 13 Profit and Overhead

In addition to the lump sum price indicated in the bid book, the Contractor shall bid a percentage for overhead and profit over the cost of materials for repairs. Such percentage shall

not exceed 10%. Overhead and profit shall include, but not limited to, all taxes and standard (non-express) freight.

Article 6 SUBCONTRACTING

No subcontracting shall be permitted without prior approval by the Agency Chief Contracting Officer (ACCO).

Subcontractor Approval Process:

The City uses the PASSPort system to review and approve Subcontractors, Subcontractor updates, payment validation, and M/WBE utilization tracking.

The Contractor must submit all Subcontractor approval requests via PASSPort. The Agency will review and approve Subcontractor requests directly in PASSPort.

The Contractor shall not cause a Subcontractor to perform any Contract Work until such Subcontractor has received final Agency approval in PASSPort.

If a Subcontractor starts Work without final PASSPort approval, the Agency will disapprove payment for the Work performed by such Subcontractor.

When Subcontracting is approved:

All required notices, Work Orders, directives and requests for services will be issued to the Contractor.

The Subcontractor shall be bound by the same terms and conditions of the Contract as the Contractor. Contractor and their Subcontractors shall also abide by all Contract terms and conditions.

The Contractor shall submit any changes/updates to previously approved Subcontractors via PASSPort.

In no event shall the prices charged to the Agency for subcontracting Work exceed the Contractor's corresponding price(s) bid for such Work.

The Contractor shall record payments made to Subcontractors via PASSPort.

All Subcontractor invoices must be submitted to the Contractor with all of the applicable the items specified in Article 14 herein entitled, "Invoices and Reports."

The Contractor shall submit with its invoices clear and legible copies of all suppliers' invoices including Subcontractors' invoices for Work performed.

The Agency reserves the right to require the Contractor to terminate the services of a Subcontractor at any time.

Article 7 INSPECTION

The Agency shall conduct an inspection of all work to ensure compliance with the Contract's specifications. The Project Manager has final discretion for approving all work for payment. No partial payments will be made for incomplete or unsatisfactory work. After the inspection is completed and the Contractor is notified in writing by the Agency, the Contractor has **two (2) business days** from the date of notification to complete any incomplete or unsatisfactory work.

The Agency reserves the right to hold the invoice if there is any incomplete or unsatisfactory work outstanding. The City will not pay any interest on the invoices that are held due to incomplete or unsatisfactory performance of the Contractor.

Article 8 LIQUIDATED DAMAGES IN CASE OF DELAY

1. If the Contractor fails to:

- a) Complete preventive maintenance on the upon the agreed upon scheduled, unless the Project Manager agrees to an extension in writing;
- b) Commence equipment repair work specified within the Contractor's cost proposal approved by the Project Manager and the corresponding work order issued by the Project Manager for specific requested work order by the timeframe set forth therein; or
- c) Diligently perform and satisfactorily complete Work Orders, in accordance with the provisions of this Agreement, particularly those set forth in Article 4 thereof, by, before or on the completion date, set forth in such Work Order by the Project Manager, which completion date, the Project Manager shall have reasonably established, based on the information in the cost proposal that the Contractor submitted to the Agency pursuant to its request for the specified work;

then the Contractor shall be assessed liquidated damages in the amount of \$100 per day per incident.

2. However, the Project Manager may extend any date for work to commence or be completed, at their discretion, should the Project Manager reasonably determine that, through no fault of the Contractor, such extension is necessary to address circumstances beyond the control of the Contractor.

For a full list of liquidated damages that apply to this Agreement please see the Schedule A.

Article 9 OPTIONAL SITE VISIT

On request, prospective bidders will have the opportunity to examine the equipment at the sites. A request must be made by contacting Justin Hicks, Contracts Analyst, 212-830-7983 and justin.hicks@parks.nyc.gov. An escorted visit will be arranged at that time. Under no circumstances will a bidder be permitted to visit any site unaccompanied by official Agency personnel. In no event will a failure to inspect the site constitute grounds for disqualification of a bidder.

Article 10 AWARD OF CONTRACT

In the sole discretion of the Agency, the award of the Contract will go to the lowest responsive, responsible, and qualified bidder to perform the work as outlined in these specifications. All bidders will be evaluated to determine if they have the resources and manpower to perform the work of this Contract. The Contractor must possess the qualifications and equipment outlined in Article 2. The Contractor will be found non-responsive if the Agency finds that he/she does not have sufficient resources or manpower.

The Agency reserves the right to award this Contract to the next lowest responsive and responsible bidder if the original Contractor is found to be non-responsive and /or non-

responsible.

The Agency reserves the right to perform work under this Contract at any time. If the Contractor fails to timely or otherwise adequately perform any service under this Contract, the Agency may, in its absolute discretion, engage outside contractors to perform Contract work. The City reserves all of its Contract remedies and all other remedies available to it by law.

Article 11 CONTRACTOR'S EMERGENCY TELEPHONE

The Contractor shall furnish the telephone numbers and pagers of at least three **(3)** responsible firm members or employees who can be reached 24 hours a day in times of emergencies resulting out of or in connection with the work to be performed under this Contract.

Article 12 OCCUPATIONAL SAFETY REGULATIONS

The Contractor shall comply with all applicable federal, State and City Occupational Safety Standards and Regulations.

Article 13 ADJUSTING THE AMOUNT OF WORK

The amount of work listed is only an estimate. The City shall have no obligation to order any particular amount of work. **The City shall have the right to increase, decrease or delete in its entirety the amount of work listed.**

Article 14 INVOICES AND REPORTS

Payment shall be made to the Contractor within thirty (30) days after the invoice received or acceptance date in accordance with the Prompt Payment provisions of the Procurement Policy Board Rules, section 4-06.

The Contractor must submit electronic Invoices (on a Monthly Basis, Per Work Order, upon project completion) via the PassPort System only. Do not email or mail invoices. In addition, please attach any required supporting documentation detailing the times and locations of all work performed, any materials installed in performance of this Agreement, and its purpose and location where installed, including the date materials were installed. If the Agreement allows for parts and materials reimbursements, please also attach supplier receipts. If Prevailing Wages apply, upload Agency's approved time sheets and certified payroll reports. The Contractor shall submit with its invoices clear and legible copies of all suppliers' invoices including Subcontractors' invoices for work performed. Failure to comply with any of the requirements set forth in this Agreement may result in the delay or denial of payment.

All invoices submitted for payment must have the following:

1. Invoice number and date;
2. Description of services rendered (with supporting documents when applicable);
3. Applicable quantities and unit prices (extensions);
4. Service period (date from/date to);
5. Billing rates for labor or services (e.g., per/hour, per/week) (extensions);
6. Total amount due;

7. Completed Work Order Request Form (Agency Issued) – When applicable;
8. Sign-In / Sign-Out Time Sheet (Agency Issued) - When applicable;
9. Work Ticket (Completed by Contractor) - When applicable;
10. Receipts from suppliers for parts and materials - When applicable; and,
11. Certified Prevailing Wage Payment Sheet - When applicable.

Payments for materials/supplies will be based on originals of invoices of the cost of materials, plus, when allowed in the bid page, a percentage bid for overhead and profit combined.

All payments shall be subject to audit by the Agency and to post-audit by the Comptroller's Office. In order to facilitate post-audit by the New York City Comptroller's Office, the Contractor agrees to maintain adequate fiscal records of its expenditure under this Agreement for a period of six (6) years from final completion unless notified otherwise by the Agency.

Article 15 PRECAUTIONS TO BE TAKEN/PUBLIC UTILITIES

The Contractor must take precautions against any injury to people and damage to property. All work shall be done to least inconvenience the public and property owners.

The Contractor shall cooperate with City Agencies and utility companies to ensure that service is not disrupted. The Contractor is responsible for giving prior notification to all City Agencies and utility companies whose services may be impacted by the work.

Article 16 DAMAGE CLAIMS

The Contractor shall be responsible for, and shall repair or replace any part of the Agency property damaged during the performance of the work. In addition, the Contractor shall repair or replace any damages to sidewalks, cars, and any other property caused by the Contractor's operation. The Contractor shall notify the Agency of any damages by the end of the business day on which such damage occurred. All damage shall be repaired within two (2) weeks.

The Agency reserves the right to withhold payment on all outstanding invoices until all of the above requirements are met.

Article 17 ASSIGNMENT

The Contractor shall not assign or transfer, by operation of law or otherwise, this Agreement or any rights or obligations hereunder without the prior written consent of the Agency Chief Contracting Officer.

Article 18 FAILURE TO PERFORM

The Agency reserves the right, during the term of this Contract, to have this work performed by other Contractors, if this Contractor is unable to perform any specific work order within the time period provided. The Agency may deduct from any money owed to the Contractor pursuant to this Contract, the additional cost, if any, of replacement work.

Failure to complete a work order within the time specified by the Project Manager may result in liquidated damages and/or the cancellation of this Contract by the City of New York.

Article 19 PRE-AWARD MEETING

The Agency hereby reserves the right to hold a pre-award meeting with the apparent lowest bidder to verify that all requirements of the Contract are fully understood.

Article 20 PREVAILING WAGES & CERTIFICATION OF WAGE AMOUNTS (WHEN APPLICABLE AS NOTED ON THE SCHEDULE A)

The wages, which the Contractor shall pay for a legal day's work and supplements to be provided to workers as defined in Section 220 and/or Section 230 of the Labor Law, employed upon the whole or part of the installation, construction repair and/or maintenance work contemplated by this Contract, shall not be less than the prevailing rate of wages and any supplements required to be paid to the various classes of employees on such work, ascertained and determined by the Comptroller.

No later than the first day upon which work on this Contract is to commence, the Contractor shall post in a prominent and accessible place on the site of work a legible statement of the wages to be paid to the employees for the electrical repair and maintenance work contemplated.

An apprentice in a craft or trade may be permitted to work at a wage lower than that established for the journeyman in such craft or trade only if all of the following conditions are met:

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

The obligation of the Contractor to pay prevailing supplements may be discharged by furnishing any equivalent combinations of fringe benefits or by making equivalent or differential payments in cash under rules and regulations established by the fiscal officer.

CERTIFICATION OF WAGE AMOUNTS

As a prerequisite to any payment by the City, the Contractor shall file a statement in writing and in form satisfactory to the Comptroller, certifying to the amounts then due for daily or weekly wages on account of labor performed upon the work hereunder, setting forth therein the names of the persons whose wages are unpaid and the amount due to or on behalf of each respectively, which statement so to be filed shall be certified by the oath of the Contractor, that he has read such statement subscribed by him and knows the contents thereof, and that the same is true of

his own knowledge.



Date: Work Order #:

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Project Manager Approval Signature	Print Name	Date
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Date

Date

**VENDOR MUST RETURN THIS COMPLETED FORM ALONG WITH THE INVOICE TO:
NYC Parks & Recreation, 24 West 61 Street, 3rd Floor, New York, NY 10023, Attention: Contracts Unit**



**CITY OF NEW YORK
PARKS AND RECREATION**

CONTRACTOR SIGN-IN SHEET

Work Location: _____

Vendor: _____ **Date:** _____

Vendor, please obtain copy of this completed form and include with invoice

LAST NAME	FIRST NAME	TIME IN	TIME OUT	PREVAILING WAGE JOB TITLE	SIGNATURE

Site Manager's Signature: _____ **Date :** __/__/__

Site Manager Name (Print): _____

PART II
THE CITY OF NEW YORK
DEPARTMENT OF PARKS & RECREATION
SUPPLY AND SERVICE CONTRACT

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 Insurance Documents;
- (12) The Contractor's Payment and Performance Bonds (if required); and
- (13) 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 Parks & Recreation, 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 Parks & Recreation, 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 “DPR”, or “PARKS”, shall mean the Department of Parks & Recreation 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” OR “BOROUGH FORESTRY 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.
- (29) “PASSPort” shall mean, the City's digital Procurement and Sourcing Solutions Portal

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 1200, the Contractor shall submit appropriate Manufacturer Safety Data Sheets (“MSDS”) when using chemically based substances on DPR

premises. Failure to provide the relevant MSDS, 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, New York 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 PERSONS AND PROPERTY AND INDEMNIFICATION

Section 5.01 Reasonable Precautions

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

Section 5.02 Protection of City Property

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

Section 5.03 Indemnification

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

Section 5.04 Infringement Indemnification

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

Section 5.05 Indemnification Obligations Not Limited By Insurance Obligation

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

Section 5.06 Actions By or Against Third Parties

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

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

Section 5.07 Withholding of Payments

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

B. If any City property is lost or damaged as set forth in Section 5.02, except for normal wear and tear, the City shall have the right to withhold payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a set-off in the event that an insurance company that provided insurance pursuant to Section 5.03 above has accepted the City's tender of the claim or action without a reservation of rights.

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

E. The rights and remedies of the City provided for in this Section 5.07 are not exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 5.08 No Third Party Rights

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

Section 5.09 Contractors' Indemnification Obligations

Contractors' indemnification obligations under this Agreement shall not be in any way diminished, waived, limited or discharged by an indemnified party's recourse to the assessment of liquidated damages as provided in Article 8, or by the exercise of any other remedy provided for in this Contract or by Law."

ARTICLE 6 COMMENCEMENT AND EXECUTION OF THE WORK

The period of performance of this Contract shall be as shown in Schedule A 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) or on the date to which time for completion may be extended.

ARTICLE 7 INTENTIONALLY LEFT BLANK

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 therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the 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 of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) 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.

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

1. Approval when subcontract is \$20,000 or less. The Department hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000.00. The Contractor must submit monthly reports to the Department listing all such subcontractors and shall list the subcontractor in the City's Payee Information Portal (www.nyc.gov/pip).
2. Approval when subcontract is greater than \$20,000.
 - a. The Contractor shall not enter into any subcontract for an amount greater than \$20,000.00 without the prior approval by the Department of the subcontractor.
 - b. Prior to entering into any subcontract for an amount greater than \$20,000.00, the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor, the portion of the work and materials that it is to perform and furnish, and the estimated cost of the subcontract. If the subcontractor is providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available, the Contractor shall submit proof of professional liability insurance in the amount required by Article 15, Section II., "*Other Insurance*" Subsection C., "*Professional Liability Insurance*". In addition, the Contractor shall list the proposed subcontractor in the City's Payee Information Portal (www.nyc.gov/pip) and provide the following information: maximum subcontract value, description of subcontractor work, start and end date of the subcontract, and the subcontractor's industry.
 - c. Upon receipt the information required above, the Department in its discretion may grant or deny preliminary approval for the Contractor to contract with the subcontractor.
 - d. The Department shall notify the Contractor within 30 Days whether preliminary approval has been granted. If preliminary approval is granted, the Contractor shall provide such documentation as may be requested by the Department to show that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the required work, including, the proposed subcontract and/or any of the items listed in PPB Rule 4-13(d)(3).
 - e. Upon receipt of all relevant documentation, the Department shall notify the Contractor in writing whether the proposed subcontractor is approved. If the proposed subcontractor is not approved, the Contractor may submit another proposed subcontractor unless the Contractor decides to do the work. No subcontractor shall be permitted to perform work unless approved by the Department.
 - f. For proposed subcontracts that do not exceed \$25,000.00, the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within 45 Days of the Department's receipt of the written request for approval or, if PPB Rule 2-08(e) is applicable, within 45 Days of the Department's

acknowledged receipt of fully completed disclosures for the subcontractor.

- B. All subcontracts must be in writing. All subcontracts shall contain provisions specifying that:
1. The work performed by the subcontractor must be in accordance with the terms of the Agreement between the City and the Contractor;
 2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;
 3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the Agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and
 4. The subcontractor specifically agrees to be bound by Article 64 “No Discrimination”, and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.
- C. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.
- D. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.
- E. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to this Article’s Section (A) if revocation is deemed to be in the interest of the City in writing on no less than 10 Days’ notice unless a shorter period is warranted by considerations of health, safety, integrity issues, or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.
- F. The Department’s approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties, and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.
- G. Individual employer-employee contracts are not subcontracts subject to the requirements of this Article.
- H. The Contractor shall report in the City’s Payee Information Portal payments made to each subcontractor within 30 days of making the payment. If any of the information provided in

accordance with this Article's (A) (2) (b) changes during the term of this Agreement, the Contractor shall update the information in such Portal accordingly. Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Department declaring the Contractor in default of the Agreement and will subject Contractor to liquidated damages if the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City.

ARTICLE 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 VENDEX 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

The Contractor shall maintain the following types of insurance if and as indicated in Schedule A (with the minimum limits and special conditions specified in Schedule A) throughout the term of this Agreement, including any applicable guaranty period. All insurance shall meet the requirements set forth in this Article 15. Wherever this Article 15 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.

- I. **Workers' Compensation, Disability Benefits, and Employers' Liability Insurance**

- A. The Contractor shall maintain workers' compensation insurance, employers' liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or in regard to, all employees providing services under this Agreement
- B. Within 10 Days of award of this Agreement or as otherwise specified by the Department, and as required by N.Y. Workers' Compensation Law §§ 57 and 220(8), the Contractor shall submit proof of Contractor's workers' compensation insurance and disability benefits insurance (or proof of a legal exemption) to the Department in a form acceptable to the New York State Workers' Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:
 - 1. Form C-105.2, Certificate of Workers' Compensation Insurance;
 - 2. Form U-26.3, State Insurance Fund Certificate of Workers' Compensation insurance;
 - 3. Form SI-12, Certificate of Workers' Compensation Self-Insurance;
 - 4. Form GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance;
 - 5. Form DB-120.1, Certificate of Disability Benefits Insurance;
 - 6. Form DB-155, Certificate of Disability Benefits Self-Insurance;
 - 7. Form CE-200 – Affidavit of Exemption;
 - 8. Other forms approved by the New York State Workers' Compensation Board; or
 - 9. Other proof of insurance in a form acceptable to the City.

II. Other Insurance

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

maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

C. Professional Liability Insurance.

1. If indicated in Schedule A, the Contractor shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Agreement. The policy or policies shall cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Contractor or anyone employed by the Contractor.
2. All subcontractors of the Contractor providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in Schedule A. At the time of the request for subcontractor approval, the Contractor shall provide to the Department, evidence of such professional liability insurance on a form acceptable to the Department.
3. Claims-made policies will be accepted for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

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

- E. *Cyber Liability Insurance*. If indicated in Schedule A, the Contractor shall maintain cyber liability insurance covering losses arising from operations under this Agreement in the amounts listed in Schedule A. The City shall approve the policy (including exclusions therein), coverage, amounts, deductibles or self-insured retentions, and premiums, as well as the types of losses covered, which may include but not be limited

to: notification costs, security monitoring costs, losses resulting from identity theft, and other injury to third parties. If additional insured status is commercially available under the Contractor's cyber liability insurance, the insurance shall cover the City, together with its respective officials and employees, as additional insured.

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

III. General Requirements for Insurance Coverage and Policies

- A. Unless otherwise stated, all insurance required by this Article of this Agreement must:
1. be provided by companies that may lawfully issue such policies;
 2. have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department; and
 3. be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance) and any other entity listed as an additional insured in Schedule A.
- B. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.
- C. There shall be no self-insurance program, including a self-insurance retention, exceeding \$10,000.00, with regard to any insurance required under this Article unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City and any other additional insured listed on Schedule A with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.
- D. The limits of coverage for all types of insurance for the City, including its officials and employees, and any other additional insured listed on Schedule A that must be provided to such additional insured(s) shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as named insured under all primary, excess, and umbrella policies of that type of coverage.

IV. Proof of Insurance

- A. For each policy required under this Article and Schedule A of this Agreement, the Contractor shall file proof of insurance and, where applicable, proof that the City, including its officials and employees, is an additional insured with the Department within ten Days of award of this Agreement. The following proof is acceptable:
 - 1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in Schedule A of this Agreement) and any endorsements by which the City, including its officials and employees, have been made an additional insured; or
 - 2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.
- B. Proof of insurance confirming renewals of insurance required under this Article must be submitted to the Department prior to the expiration date of the coverage. Such proof must meet the requirements of this Article.
- C. The Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the Commissioner or the New York City Law Department.
- D. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.
- E. If the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the address referred to in notices and Schedule A and to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

V. Miscellaneous

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

date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City, together with its officials and employees, and any other entity listed as an additional insured on Schedule A for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees, and any other entity listed as an additional insured on Schedule A.

- B. The Contractor's failure to maintain any of the insurance required by this Article and Schedule A shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.
- C. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.
- D. With respect to insurance required by this Article and Schedule A (but not including professional liability/errors and omissions insurance), the Contractor waives all rights against the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.
- E. In the event the Contractor requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also list the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 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: $(.035) \times (\text{HP rating}) \times (\text{fuel cost/gallon})$. 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: $(.035) \times (\text{HP rating}) \times (\text{fuel cost/gallon})$. In lieu of renting, the City reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus
- (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.
- F.** 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, DPR 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. DPR 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

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

- A.** To review and determine any and all questions in relation to this Contract and its performance; and
- B.** To modify or change this Contract so as to require:
- (1) The performance of Extra Work (subject, however to the limitations specified in Article 19); or

- (2) The omission of Contract Work; and
- C. To suspend the whole or any part of the Work whenever in his/her judgment such suspension is required in the interest of the City.

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, and Admin. Code Section 6-109. 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 DPR 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 DPR 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, DPR 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 DPR, 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 DPR, 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 DPR). 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 DPR); 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 DPR, 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 AFFIRMATIVE ACTION AND 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 affirmative action and 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 DPR 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.
- C.** 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, N.Y. 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 DPR so that the City itself can later incorporate them into its property (e.g., extra matching switches that the Contractor sells to DPR so that DPR 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 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 Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The obligation under this Section to hold reports, information or data confidential shall not apply where the Contractor is legally required to disclose such reports, information or data, by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for to disclose such reports, information or data and (2) if requested by the Department, the Contractor shall not disclose such reports, information, or data until the City has

exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to the Department the disclosure demand for such reports, information or data.

1. The Contractor shall provide notice to the Department within three days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.
2. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.
3. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least 24 hours prior to any statement to the press or at least five business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section.
4. At the request of the Department, the Contractor shall return to the Department any

and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Article 33.

5. A breach of this Section, shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 43. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

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-exclusive 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

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

Should a harmful dust hazard be created in performing the Work, 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 INTENTIONALLY LEFT BLANK**ARTICLE 71 MacBRIDE PROVISIONS**

By signing this Contract, the Contractor agrees that the following provisions regarding the MacBride Principles constitute material conditions of this Contract.

- A. 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.

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.

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

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

- (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.

B. 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.

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

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

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

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

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

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

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: 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

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

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

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

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

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

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

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

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

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

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

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

Paul Brumlik
Director of Classifications
Bureau of Labor Law

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

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ASBESTOS HANDLER SEE HAZARDOUS MATERIAL HANDLER

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.

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

Overtime Holidays

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

New Year's Day
Memorial Day
Independence Day
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

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

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).

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

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

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

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

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

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

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

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

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

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:

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

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

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

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**

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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

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

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.

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

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**

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

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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

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

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**

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

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

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

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

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

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

(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)

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

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

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

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

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**

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

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**

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

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).

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

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
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.

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

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
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

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

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)

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

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2026 - 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, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 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

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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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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: Guniting Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2026 - 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

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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

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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, Guniting 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

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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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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.

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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

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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

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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

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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

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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**

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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**

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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

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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

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

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 journeyman 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 journeyman 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)

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

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**

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

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

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

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)

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

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.

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

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

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

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. 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.

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

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**

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

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.

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

Overtime Holidays

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

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**

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

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)

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

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

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

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

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

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

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

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

Time and one half the regular rate for Saturday.

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**

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

Overtime

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

Time and one half the regular rate for 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.

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

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

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

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**

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

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

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

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

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

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

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

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.

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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.

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

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 (MECHANICAL 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.

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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

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

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

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

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)

Journey person

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.

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

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.

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

(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.

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

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
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.)

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

(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

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

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

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

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

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

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

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

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.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

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

New Year's Day
Martin Luther King Jr. Day
President's Day
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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

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

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**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

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

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.**