

Project Rebuild, Inc.

Build-It-Back Single-Family Acquisition, Buyout, and Resettlement Incentives Program

REQUEST FOR QUALIFICATIONS

**DEMOLITION OF 1-TO 4- FAMILY HOMES SUBSTANTIALLY DAMAGED BY
HURRICANE SANDY IN QUEENS, BROOKLYN, AND STATEN ISLAND**

ISSUE DATE: September 17, 2018

QUESTIONS SENT TO: info@neighborhoodrestore.org

**RESPONSES MUST BE RECEIVED BY : October 8, 2018
TO BE CONSIDERED FOR THE FIRST ROUND OF BIDDING**

**RFQ RESPONSES WILL BE ACCEPTED INDEFINITELY TO BE CONSIDERED
FOR ADDITIONAL ROUNDS OF BIDDING AS RELEASED, UNTIL NOTICE OF DECEMBER 31, 2018**

REQUEST FOR QUALIFICATIONS

Non-Emergency Demolitions of 1- to 4- Family Homes pursuant to the Build-It-Back Single-Family Acquisition, Buyout, and Resettlement Incentives Program.

SUMMARY

Project Rebuild, Inc. (“PRI”), a not-for-profit entity affiliated with Neighborhood Restore Housing Development Fund Corporation, issues this Request for Qualifications (“RFQ”) to establish a pre-qualified list (“PQL”) of demolition contractors that demonstrate the requisite experience to furnish all labor, materials, and equipment to perform demolition of 1-to-4 family homes that were substantially damaged or destroyed by Hurricane Sandy in Queens, Brooklyn and Staten Island. The non-emergency property demolitions are being carried out as part of PRI’s responsibilities in administering the Build-It-Back Single-Family Acquisition, Buyout, and Resettlement Incentives Program (“Program”). The Program is being administered by PRI with oversight from the Mayor’s Office of Housing Recovery Operations (“HRO”) and NYC Department of Housing Preservation and Development (“HPD”)

DEFINITIONS

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

- a) 1- to 4- Family Home: Single structure that contains from one up to four family dwelling units.
- b) “PQL”: The pre-qualified list of demolition contractors qualified through the request for qualifications to bid to provide demolition services in furtherance of the Program.
- c) “PQL Applicant(s)”: Demolition contractor(s) applying to be added to the pre-qualified list of demolition contractors seeking to bid to provide demolition services in furtherance of the Program.
- d) “Qualified Bidder(s)”: Demolition contractor(s) approved by the request for qualifications to be added to the pre-qualified list of demolition contractors and authorized to bid to provide demolition services in furtherance of the Program.
- e) “Selected Contractor(s)”: Demolition contractor(s) selected from among the demolition contractors approved by the request for qualifications to be added to the pre-qualified list of demolition contractors and authorized to bid, and eligible to enter into contract with PRI to provide demolition services in furtherance of the Program, as needed.

I. GENERAL INFORMATION

Qualified demolition contractors are encouraged to take advantage of this opportunity and submit a response as a **PQL Applicant** to this RFQ detailing their credentials to be added to the **PQL**. The prequalification process is designed to ensure that bids are only received from contractors that are highly qualified and possess the requisite prior experience.

Qualified Bidder(s) will be added to the PQL pursuant to procedures and qualifications set forth in this RFQ. Once added to the PQL, it is expected that a Qualified Bidder shall submit sealed project-specific bids for a home or cluster(s) of homes, that detail all demolition and associated services as consistent with the Scope of Work detailed below in this RFQ and other specific requirements of the bidding process. See **Attachment II** for more information related to the bidding process for Qualified Bidders.

Selected Contractor(s) will be selected by identifying bids that are of the best value and most advantageous to the Program based on the lowest price. It is important to note that not all Qualified Bidders will be selected to participate in the Program. Further, Selected Contractors’ workload will be dependent upon the scopes of work for each home and the size of the awarded cluster(s).

For the convenience of interested applicants, this RFQ includes the specific terms and documentation requirements for both the bidding and contracting stages should a PQL Applicant be determined to be eligible to proceed by being accepted on the PQL as a Qualified Bidder. Please note that a general description of these terms and requirements is provided in sections below as well as in the bidding and contract materials provided as appendices to this RFQ. Furthermore, because the Program uses funding awarded through the U.S. Department of Housing and Urban Development Community Development Block Grant - Disaster Recovery (“CDBG-DR”) Program, both the bidding process and all contracts with PRI are subject to requirements of the CDBG-DR Program. Please see **Attachment III** for more information regarding applicable CDBG-DR requirements.

Further, all demolitions services contracts that are executed between PRI and Selected Contractors in furtherance of the Program shall be subject to the Sandy Recovery Hiring Plan, in substantially the form included in **Exhibit F** of the RFQ. PQL Applicants must sign **Exhibit F** to acknowledge that they have read the Sandy Recovery Hiring Plan, and that they will comply with the Sandy Recovery Hiring Plan’s requirements.

Finally, please note that any contract executed between PRI and Selected Contractor(s) shall contain provisions and requirements for contracts and subcontracts, as applicable, that include but are not limited to bid bond requirements, payment and performance bonds requirements, and required insurance coverage. Please see **Attachment II** for more information related to the contracting process and related terms for Selected Contractors entering into contracts with PRI.

II. SCOPE OF WORK

PRI is seeking qualified contractors to provide demolition services for 1-to-4 family homes as detailed in **Rider A** of the Bid Documents.

In summary, Selected Contractor(s) would be responsible for all plans, permits, approvals, mitigation, removal, and signoffs required by all Federal, State, and City agencies necessary to restore the site to an empty lot.

Many of the 1-to-4 family homes in the Program have limited or restricted access to the site where hand demolition may be necessary, such as a home located along a wooden boardwalk. Some homes may stand on piles that will have to be removed. Many homes are located within a New York State Department of Environmental Conservation (“DEC”) determined wetland, freshwater wetlands adjacent areas, and/or tidal wetlands adjacent areas that will require a DEC permit for demolition. DEC may have additional requirements above standard New York City Department of Buildings (“DOB”) requirements, such as a survey delineating the wetland mark, erosion controls, and special seed-mix planting after demolition. PRI and HPD will assist the Selected Contractor with obtaining DEC permits.* PQL Applicants are encouraged to list projects in their submitted **Exhibit B** that demonstrate experience in this type of work, if applicable.

*Please note that once a property is conveyed to an individual, a state or federal agency, a developer, or transferred to another city agency, the NYS DEC General Permit no longer applies. The new property owner will need to obtain a new permit for any future work. DEC will review any applications submitted by the new property owner as new construction, which must meet all applicable DEC regulations, including setback and maximum coverage restrictions.

In the event that a home acquired by PRI will not be demolished, Qualified Bidder(s) may be invited to bid on a home or cluster(s) of homes for winterization services of vacant homes including, but not limited to, drain all pipes completely to eliminate the chance of water expanding, insulate the water main, etc.

III. QUALIFICATION PROCEDURE

A PRI evaluation committee will review and evaluate whether each PQL Applicant submitted a complete RFQ packet containing all required documents, demonstrates the requisite experience, and does not meet any of the disqualifying factors stated in this RFQ. PRI will notify PQL Applicants as they are determined to be Qualified

Bidders that they will be added to the PQL.

IV. REQUEST FOR QUALIFICATIONS

To qualify for listing on the PQL as a Qualified Bidder, PQL Applicants must provide the following:

- (A) Completed **Exhibit A** (PQL Applicant Information);
- (B) Completed **Exhibit B** (Special Experience Requirements):

The PQL Applicant must demonstrate that during the past three (3) years it has successfully completed at least **seven (7) full demolition projects including, but not limited to, residential, public buildings, or commercial buildings demolition. Contractor must specify the number of permits pulled in contractor/company's name within the past 3 (three) years.**

- i. Such prior projects may have been performed as a prime contractor or subcontractor;
 - ii. The PQL Applicant can use prior projects completed by the principal(s) of the PQL Applicant while such principal was affiliated with another entity, subject to the following conditions:
 - 1. If the PQL Applicant is relying on the prior experience of only one principal, that principal must hold an ownership interest of 51% or greater in the entity submitting the bid;
 - 2. If the PQL Applicant is relying on the prior experience of more than one of its principals, such principals must each hold an ownership interest of 20% or greater in the entity submitting the bid, AND such principals must collectively hold an ownership interest of 51% or greater in the entity submitting the bid; and
 - 3. Any principal on whose prior experience the PQL Applicant is relying to demonstrate compliance with this special experience requirements must meet the following criteria: (1) such individual must have held a significant management role in the prior entity with which he/she was affiliated, and (2) such individual must have been a principal of the entity submitting the bid for a period of six months or from the inception of the bidding entity.
- (C) Completed **Exhibit C** (Safety Questionnaire);
 - (D) Completed **Exhibit D** (PQL Applicant Employment Questionnaire);
 - (E) Completed **Exhibit E** (PASSPort Compliance);
 - (F) Completed **Exhibit F** (Sandy Recovery Hiring Plan Acknowledgement);
 - (G) Completed **Exhibit G** (PQL Applicant Certification)
 - (H) Other Required Information to be Submitted:
 - a. Copy of any **licenses** under which the PQL Applicant will be performing work, if a license is required to perform such work, including, but not limited to, Class 2 registration for the removal of Construction and Debris with the New York City Business Integrity Commission and Part 364 Waste Transporter Permit with the New York State Department of Environmental Conservation in the event of the removal of asbestos, residential septage or waste oil from any sites; the latter being either held directly by the

PQL Applicant or a subcontractor of the PQL Applicant.

- i. Such license(s) must clearly show (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License.
- b. Documents relating to PQL Applicant's financial capability, responsibility and reliability.
 - i. **Audited Financial Statements** for the two (2) most recent fiscal years, including the auditor's standard report;
 1. OR, if the Applicant does not have audited financial statements, it must submit (a) an affidavit attesting to the fact that the contractor does not have such statements; (b) signed federal tax returns for the last two (2) years; (c) unaudited financial statements for the last three years; and (d) a "certified review letter" from a certified public account (CPA) verifying the unaudited financial statements;
 2. OR, two (2) most recent "reviewed" or "compiled" financial statements and two (2) most recent federal tax returns (including supporting schedules), which must be signed and dated by both the preparer and the Applicant's designated officer.
 3. OR, if Applicant does not have audited, reviewed or compiled financial statements, provide full Federal tax returns for past two (2) years;
 4. If Applicant is a Sole Proprietor or Single Member LLC treated as a disregarded entity for federal tax purposes, submit two (2) years of Federal Schedule C from the owner's personal tax return; If such Applicant does not have audited, reviewed or compiled financial statements, provide full federal tax returns for the past two (2) years.
 - ii. Schedule of Aged Accounts Receivable, including portion due within ninety (90) days.

V. DENIAL OF PREQUALIFICATION

- (A) Any PQL Applicant whose qualifications fail to meet the requirements and submittal criteria established by this RFQ and program legal restrictions shall be denied prequalification, and PRI will notify the PQL Applicant in writing of the denial of prequalification.
- (B) PQL Applicants may be disqualified for adverse findings as below with respect to the PQL Applicant, any of its owners or officers, and any Affiliate:
 - a. Felony and/or misdemeanor conviction in the last five (5) years, or any felony and/or misdemeanor conviction currently pending
 - b. Found in violation of any administrative, statutory, or regulatory provisions in the last five (5) years, or have any administrative charges currently pending,
 - c. Any sanctions imposed as a result of judicial or administrative disciplinary proceedings with respect to any professional license held in the last five (5) years;
 - d. Previous record of default or termination for cause on work done under government contract;
 - e. Debarment or suspension from entering into contracts with any governmental agency or other notification or ineligibility for, or prohibition against, bidding or proposing on government contracts;
 - f. Subject of any voluntary or involuntary bankruptcy proceeding in the last seven (7) years;
 - g. Overall unsatisfactory performance rating from any government agency on any contract;
 - h. Judgments, liens, injunctions, including, but not limited to, judgments based on taxes owed, fines

- and penalties assessed by any governmental entity;
- i. Record of substantial environmental code violations or litigation against the Applicant;
 - j. Record of substantial OSHA/worker safety violations;
 - k. Making a materially false statement on the application.

VI. SOLICITATIONS OF BIDS

Qualified Bidders will be determined from among the PQL Applicants who meet the requirement of the RFQ and will be added to the PQL. PRI will utilize the PQL to solicit project-specific bids for a home or cluster(s) of homes whereas all bids must reflect all applicable demolition and associated scope of services described in detail in **Section II** of this RFQ.

Project-specific bids to the PQL will be awarded to the lowest responsible and responsive bidder. Details and links to Bid Documents to be utilized for project-specific bids are included in **Attachment II**.

VII. TERMS AND CONDITIONS

(A) This RFQ is subject to the specific conditions, terms and limitations stated below:

- a. PRI is not obligated to pay nor shall it in fact pay any costs or losses incurred by any PQL Applicant at any time including the cost of responding to the RFQ.
- b. PRI reserves the right to reject at any time any or all proposals and/or to withdraw this RFQ in whole or in part, to negotiate with one or more Qualified Bidders, and/or dispose of the sites on terms other than those set forth herein.
- c. Designation of a Qualified Bidder on the PQL will not create any rights on the Qualified Bidder's part, including without limitation, rights of enforcement, equity, or reimbursement, until the contract is executed.
- d. The proposed project shall conform to, and be subject to, the provisions of the Zoning Resolution and all other applicable laws, rules, regulations and ordinances of all Federal, State, and City authorities having jurisdiction, as the same may be amended from time to time.
- e. PQL Applicants are required to acknowledge amendments to this document.

(B) PQL Applicant Rights: PQL Applicants should clearly indicate which portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such information, upon request, should not be disclosed by PRI. PRI establishes a period to hear comments or respond to inquiries on determinations for a period of 14 days after the response date. Please direct inquiries to info@neighborhoodrestore.org.

VIII. SUBMISSION REQUIREMENTS

One bound or fastened original copy of the RFQ submission shall be submitted by hand to:

**Project Rebuild, Inc.
150 Broadway, Suite 2101
New York, NY 10038**

The original RFQ submission must be signed by an authorized representative of the PQL Applicant. All RFQ submissions become the property of PRI.

PLEASE NOTE THAT THE RFQ SUBMISSION MUST BE COMPLETE TO BE CONSIDERED FOR THE PQL.

EXHIBIT A

PQL APPLICANT INFORMATION

Name of Applicant: _____

Applicant's Employer Identification Number (EIN): _____

Applicant is (Check one): Individual () Partnership () Limited Liability Co. ()
 Corporation () Joint Venture ()

Applicant's Business Address: _____

Applicant's Telephone Number: _____

Applicant's Email Address: _____

If Applicant is a Partnership or Limited Liability Co., fill in the following blanks:

Names of Partners/Members

Residence of Partners/Members

If Applicant is a Corporation, fill in the following blanks:

Organized under the laws of the State of _____

Name and Home Address of President: _____

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: _____

Number of Years the Applicant business has been in operation: _____

Number of Applicant employees: _____

Provide the name, address, telephone, and email addresses of at least three business references whom PRI may contact regarding your demolition experience. For each, identify the project about which the individual is informed.

1. _____
2. _____
3. _____

Has any principal identified on page 1, or any organization in which the principal is or was a general partner, or corporate officer, or owned more than 10% of the shares of the corporation been the subject of any of the following:

	YES	NO
A. Felony or misdemeanor conviction in the last 5 years, or any felony and/or misdemeanor conviction currently pending;		
B. Found in violation of any administrative, statutory, or regulatory provisions in the last 5 years, or have any administrative charges pending.;		
C. Any sanctions imposed as a result of judicial or administrative disciplinary proceedings with respect to any professional license in the last 5 years;		
D. Defaulted or had termination for cause on any contract obligation or agreement of any kind or nature whatsoever entered into with PRI, HUD, State or City of New York or of its agencies;		
E. Debarment or suspension from entering into contracts with government agency or other notification or ineligibility for, or prohibition against, bidding or proposing on government contracts;		
F. In the last 7 years, filed a bankruptcy petition or been the subject of involuntary bankruptcy; proceedings		
G. Overall unsatisfactory performance rating from any government agency on any contract;		
H. Judgements, liens, injunctions, including but not limited to, judgements based on taxes owed, fines and penalties assessed by any governmental entity;		
I. Record of substantial environmental code violations or litigation against you;		
J. Record of substantial OSHA/worker safety violation.		

If yes, please state the following information:

- Name of principals: _____
- Name of organization/corporation and if an officer, state title:

- Date of action: _____
- Current status of action: _____
- Explanation of Circumstances: _____

EXHIBIT B

SPECIAL EXPERIENCE REQUIREMENTS

Please list at least seven (7), but no more than twelve (12), projects that meet the experience requirements for this RFQ. A separate Exhibit B Qualification Form should be submitted for each project. Please photocopy this form for submission of all required projects.

Name of PQL Applicant: _____

Name of Project: _____

Location of Project: _____

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed. Please include any details that demonstrate capacity to deal with projects in an expedited fashion as well as if the project involved work with governmental, not-for-profit organizations, and/or Minority and Woman Owned Businesses (“M/WBE”) and Emerging Business Enterprises. Additionally, please describe any prior demolition projects located within or adjacent to freshwater or tidal wetlands that required special permitting and post-demolition safeguards, including but not limited to, erosion controls and special seed-mix planting.

In what capacity did Applicant complete the work (e.g., contractor, subcontractor): _____

Dollar Amount of Contract: _____

Dates of Work: _____

Number of Permits in Pulled Contractor/Company’s Name (in last 3 years) _____

EXHIBIT C

SAFETY QUESTIONNAIRE

The PQL Applicant must include, with its RFQ submission, all information requested on this Safety Questionnaire.

1. Applicant Information:

Applicant Name: _____

Applicant Size¹: _____ Ten (10) employees or fewer
 _____ Greater than ten (10) employees

Corporate Safety Program _____ YES _____ NO

Name/Title of Individual in charge of the Corporate Safety Program or highest-ranking employee responsible for safety: _____

2. Indicate the type(s) of Construction Work (inclusive of demolition work) that Applicant has performed in the last 3 years:

TYPE OF WORK	LAST 3 YEARS
General Building Construction	_____
1 to 4 Family Homes Construction	_____
Multi-Family Home Construction	_____
Nonresidential Building Construction	_____
Heavy Construction, except building	_____
Highway and Street Construction	_____
Heavy Construction, except highways	_____
Plumbing, Heating, HVAC	_____
Painting and Paper Hanging	_____
Electrical Work	_____
Masonry, Stonework and Plastering	_____
Carpentry and Floor Work	_____
Roofing, Siding, and Sheet Metal	_____
Concrete Work	_____
Specialty Trade Contracting	_____
Asbestos Abatement	_____
Other (specify)	_____
_____	_____

3. Experience Modification Rate:

The Experience Modification Rate (“EMR”) is a rating generated by the National Council of Compensation Insurance (“NCCI”). This rating is used to determine the Applicant’s premium for worker’s compensation insurance. The Applicant may obtain its EMR by contacting its insurance broker or the NCCI. If the Applicant cannot obtain its EMR, it must submit a written explanation as to why.

¹ Number of employees in the entire company, including administrative and/or office staff.

The Applicant must indicate its Intrastate and Interstate EMR for the past three years. [Note: For Applicants with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	<u>INTRASTATE RATE</u>	<u>INTERSTATE RATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the Applicant must attach, to this questionnaire, a written explanation for the rating and identify what corrective action was taken to correct the situation resulting in that rating.

4. OSHA Information:

- YES NO Applicant has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.
- YES NO Applicant has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled “Log of Work-related Injuries and Illnesses”. This form is commonly referred to as the OSHA 300 Log (OSHA 200 Log for 2001 and earlier).

The OSHA 300 Log must be submitted for the last three years for contractors with more than ten employees.

The Applicant must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three years.

The Applicant must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty weeks per year.

$$\text{Incident Rate} = \frac{\text{Total Number of Incidents X 200,000}}{\text{Total Number of Hours Worked by Employee}}$$

YEAR	TOTAL NUMBERS OF HOURS WORKED BY INCIDENT RATE	EMPLOYEES
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the Applicant’s Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the Applicant must attach, to this questionnaire, a written explanation for the relatively high rate.

General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical Work	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	10.3
Concrete Work	8.6
Specialty Trade Contracting	8.6

5. Safety Performance on Previous City Project(s)

Has Applicant previously worked on City-funded public projects?

_____ YES _____ NO

___ YES ___ NO Accident on previous City Project(s).

Title and Agency of Project: _____

___ YES ___ NO Fatality or Life-altering Injury on City Project(s) within the last three (3) years.
 [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

Title and Agency of Project (s): _____

EXHIBIT D

PQL APPLICANT EMPLOYMENT QUESTIONNAIRE

1. _____
Applicant Name

2. If the Applicant is certified as an **MBE**², **WBE**³, **LBE**⁴, **EBE**⁵ or **DBE**⁶, state the city/state/federal agency that issued the certification: _____

3. Has the Applicant been reviewed by the New York City Small Business Services, Division of Labor Services, within the past 36 months and issued a Certificate of Approval? **Yes** ___ **No** ___

If **Yes**, attach a copy of certificate.

4. Has the Applicant, within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? **Yes** ___ **No** ___

If **Yes**,
 - (a) Name and address of OFCCP office: _____

 - (b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?
Yes ___ **No** ___
If yes, attach a copy of such certificate.

 - (c) Were any corrective actions required or agreed to?
Yes ___ **No** ___
If yes, attach a copy of such requirements or agreements.

 - (d) Were any deficiencies found?
Yes ___ **No** ___
If yes, attach a copy of such findings.

5. Has the Applicant, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any antidiscrimination or affirmative action laws? **Yes** ___ **No** ___

If **Yes**, attach an explanation.

6. Has the Applicant, within the past three years, been named as a defendant in any judicial action involving unpaid union benefits for the Company's employees or subcontractors? **Yes** ___ **No** ___

If **Yes**, attach an explanation.

7. Has the Applicant, within the past three years, been named as a defendant in any judicial action involving unpaid wages to the Company's employees? **Yes** ___ **No** ___

² Minority Owned Business Enterprise
³ Women Owned Business Enterprise
⁴ Locally Based Enterprise
⁵ Emerging Business Enterprise
⁶ Disadvantaged Business Enterprise

If **Yes**, attach an explanation.

8. Has the Applicant, within the past three years, been named as a defendant in any judicial action involving nonpayment to the Applicant's subcontractors, suppliers or materialmen? **Yes** ___ **No** ___

If **Yes**, attach an explanation.

9. Are there or have there been any judgments or liens within the past three years against the Applicant relating to unpaid union benefits for the Applicant's employees or subcontractors? **Yes** ___ **No** ___

If **Yes**, attach an explanation.

10. Are there or have there been any judgments or liens within the past three years against the Applicant relating to unpaid wages to the Applicant's employees? **Yes** ___ **No** ___

If **Yes**, attach an explanation.

11. Are there or have there been any judgments or liens within the past three years against the Applicant relating to nonpayment to the Applicant's subcontractors, suppliers or materialmen? **Yes** ___ **No** ___

If **Yes**, attach an explanation.

EXHIBIT E

PASSPort COMPLIANCE

PASSPort Compliance:

To demonstrate compliance with PASSPort requirements*, the Applicant shall complete the Sections below.

Name of Applicant: _____

EIN: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Submission of PASSPort Vendor Enrollment Package:

By signing in the space provided below, the Applicant certifies that as of the date specified below, the Applicant has submitted their Vendor Enrollment Package through PASSPort and their Vendor Record Status is FILED.

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

***Note for PASSPort compliance and questionnaires:**

The Applicant is advised that Vendex Questionnaires and procedures have been changed. The Procurement and Sourcing Solutions Portal (“PASSPort”) is the City's new, user-friendly, online procurement portal which allows vendors to submit disclosure information required for contracting and access performance evaluations. Additional information, as well as detailed instructions, may be obtained at <http://www1.nyc.gov/site/passport/index.page>.



Mayor's Office of Contract Services

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- About / Go to PASSPort
- PASSPort Training
- PASSPort User Materials
- PASSPort FAQ
- Contact PASSPort

PASSPort Frequently Asked Questions (FAQ)

Expand All

Collapse All

Click a topic, or press the enter key on a topic, to reveal its answer.

What is PASSPort?

The Procurement and Sourcing Solutions Portal (PASSPort) is the City's new, user-friendly, online procurement portal, where vendors and Agencies exchange information to create and manage vendor accounts, submit disclosure information, and complete performance evaluations.

What is the timeline for the implementation of PASSPort?

Release 1 went live August 1, 2017. Future releases are expected as soon as early 2019. To learn more about upcoming releases, please refer to the PASSPort About/ Go to PASSPort page.

How will PASSPort change procurement?

PASSPort will replace paper-based processes, including VENDEX questionnaires, making it easier to submit and keep disclosure documents up-to-date, relieving administrative burden for anyone who manages NYC contracts. PASSPort features a

fast-loading and easy-to-use interface which will become the primary platform for you to do business with the City of New York. You will be able to easily share required information with City Agencies and have access to manage your data online at any time.

How will PASSPort change the VENDEX process?

Disclosure documents (currently paper-based VENDEX forms) should now be submitted online in PASSPort. The Mayor's Office of Contract Services (MOCS) and City Agencies will notify you when it is time to set up accounts and complete your enrollment. At this time, you will submit your disclosures, including vendor and principal questionnaires (replacing the current, paper-based VENDEX forms), to enroll in PASSPort. Once fully enrolled in PASSPort, you will be able to manage your disclosures online at any time.

Will the City accept paper VENDEX packages?

No. You can submit your disclosure information online in PASSPort either for current, or in advance of, future contracting opportunities.

How can I access PASSPort?

To login to PASSPort, each user needs their own NYC.ID. If you do not have a NYC.ID, you can create one by clicking on the "PASSPort Login" button on this website's homepage, then clicking "Login." Below the fields for username and password, click the "Create Account" link. Follow the instructions to create and activate the NYC.ID. Once you have activated the NYC.ID, you will be able to log in to PASSPort and submit a request for a PASSPort vendor account. After the vendor account request is approved, you will be able to submit your disclosure information to the City by completing your vendor enrollment package (vendor and principal questionnaires) in PASSPort.

How do I reset my password?

On the PASSPort login page click "Login", which will navigate you to the NYC.ID login page. From this page, click "Forgot Password" and then follow the prompts to reset your password.

How do I know of tasks I have to complete in PASSPort?

You will receive an email notification from PASSPort if you have a task to complete, i.e. "Account request has been accepted/rejected" or "Performance evaluations have been completed for review by you", etc. You can then log in to PASSPort to view the tasks in the "Open workflow task" and complete follow-up actions as required.

Who from my organization is the 'Vendor admin' for PASSPort?

Each organization is different. For your organization, please identify an individual who will be assigned the "Vendor admin" role for your organization's PASSPort account. The "Vendor admin" will be the person to first log in to PASSPort on behalf of the organization, and create and own the management of your PASSPort account. In addition to the Vendor admin, additional roles (Contributor and Signatory) will be able to access and contribute to the PASSPort account. The Vendor admin adds these users as contacts in PASSPort and assigns the roles.

How many principals and/or officers from my organization need to complete principal questionnaires?

Your organization must complete at least three principal questionnaires in PASSPort. If your organization is a sole proprietorship, or a partnership, or has less than three principals and/or officers, please reach out to the MOCS Help Desk via the "PASSPort Contact Form" page on the PASSPort website to start the exemption process.

How do I sign documents in PASSPort?

PASSPort allows vendors to sign their enrollment packages electronically. Only one signature is required to submit your organization's disclosure information. You must have a "Signatory" role assigned to you to submit an e-signature on behalf of your organization.

Now that PASSPort is live, do vendors still need to use the PIP and CROL?

Vendors are required to use the Payee Information Portal (PIP) and City Record Online (CROL) systems. CROL is a fully searchable database of notices published in the City Record newspaper which includes but is not limited to: public hearings and meetings, public auctions and sales, solicitations and awards and official rules proposed and adopted by city Agencies. PIP enrollment is required for contract payments. While M/WBE self-identification and commodity enrollment have transitioned to PASSPort, all new vendors must enroll in both PASSPort and PIP. FMS and PIP information has been migrated into PASSPort, and will continue to synchronize regularly.

How do I enroll in commodities in PASSPort?

PASSPort uses the same commodity codes [which allow you to indicate what goods/services you can provide to the City] that are in PIP. Vendors will no longer enroll in commodities in PIP. Once your account has been created and approved, you will be able to enroll in commodities in PASSPort. In PASSPort, you will now be required to provide documentation that proves your

organizations ability to provide the goods/service, such as a license or certification. When enrolling in commodities, you should select commodities that best reflect your organization's current capacity to deliver goods and/or services.

What support is available to vendors for the implementation of PASSPort?

You should contact the MOCS Help Desk with all PASSPort related questions. You can do this by submitting the web form on the "PASSPort Contact Form" page of the PASSPort website. The Help Desk will be able to answer questions regarding PASSPort training and vendor enrollment and can guide you to additional support resources such as user manuals, quick reference guides and videos.

How can I receive training on PASSPort?

In-person and webinar training is available for vendors. Registration is required, please visit the "PASSPort Training" page to register for the date you want to attend. In addition training materials are available on the "PASSPort Resources" page, which include course guides, step-by-step user manuals, quick reference guides and videos.

EXHIBIT F

SANDY RECOVERY HIRING PLAN

The Selected Contractor is required to develop and implement a Sandy Recovery Hiring Plan for low-income and very low-income persons, Sandy-impacted residents, minorities, and women in accordance with the provisions set forth below.

Requirements

The following requirements are part of this RFQ and the Demolition Contract, as set forth in **Attachment III**, and will be passed on to all applicable Subcontractors and Subconsultants, and all Selected Contractors chosen off the Pre-Qualified lists:

- Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade.
- Contractor and subcontractors are encouraged to employ 20 percent Sandy-impacted residents on the construction projects.
- Contractor and all subcontractors agree to register all job opportunities arising from the work under this Contract with Sandy Recovery Workforce1, managed by NYC Department of Small Business Services, and comply with the provisions set forth below.

This section does not limit Contractor's or its Subcontractors' ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this section shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

Strategies and Methods

The Sandy Recovery Hiring Plan shall demonstrate the proposer's capability and plan for ensuring compliance with the hiring requirements. In an effort to provide pathways for hiring of persons impacted by Sandy, Contractors are encouraged to work with local community-based organizations, pre-apprenticeship and apprenticeship programs, and voluntary groups engaged in rebuilding efforts.

The Contractor will work with Workforce1 and the City on specific outreach events including Sandy Recovery Opportunity and Resource Fairs and Hire on the Spot events, connecting Sandy-impacted residents with Sandy Recovery opportunities.

The Sandy Recovery Hiring Plan should show plans to work with organizations to create a pathway and opportunities on these projects and a plan to show compliance with the hiring requirements.

Management and Compliance

The Contractor will develop a Sandy Recovery Hiring Plan for approval by the New York City Mayor's Housing and Recovery Office ("HRO") and DDC. Proposers should include in the proposal a Sandy Recovery Hiring Plan that, if adopted, would serve as the basis for determining Contractor's and its Subcontractors' compliance with the hiring requirements specified herein.

The Contractor must provide at least one full-time staff dedicated to tracking hiring daily at the job sites and ensuring implementation of the requirements of the Plan. The Contractor must comply with monthly reporting requirements set forth by HRO, which include, but are not limited to, data that HRO is required to report under Local Law 140 of the City of New York and Section 3 of the Housing and Urban Development Act of 1968, as well as data collection related to Executive Order 11246.

Specific Requirements

A. SANDY IMPACTED RESIDENT HIRING COMMITMENT

Contractor and subcontractors are encouraged to employ 20 percent Sandy-impacted residents on the construction projects.

B. JOB POSTING REQUIREMENTS

Contractor and all subcontractors agree to inform Sandy Recovery Workforce1, managed by NYC Department of Small Business Services, of all job opportunities arising from this Contract. The Contractor must inform Sandy Recovery Workforce1 of any hiring need, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, unless otherwise approved by the City. Sandy Recovery Workforce1 will work with Contractor to develop a recruitment plan which will outline clear instructions as to when, where, and how interviews will take place. Sandy Recovery Workforce1 will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it reasonably believes are qualified, and must provide feedback on all interviewed candidates within two business days and report new hires to Sandy Recovery Workforce1 once confirmed.

Sandy-impacted residents will be given first priority to register for opportunities with the rebuilding effort on-line and at Workforce1 and Build-It-Back centers.

This requirement does not apply when obtaining labor through the BCTC Outer Borough PLA. The City and the BCTC will work together with the Contractor and community based organizations to recruit and train New York City residents, with an emphasis on Sandy-impacted low-income residents, through existing apprenticeship programs and pre-apprenticeship programs with direct entry agreements with BCTC affiliated unions approved by the New York State Department of Labor.

C. WORKFORCE RECORDKEEPING REQUIREMENTS

The Contractor must provide at least one full-time staff dedicated to tracking local hiring daily at the job sites and ensuring implementation of the requirements of this Rider.

The Contractor must comply with monthly reporting requirements set forth by HRO, which include, but are not limited to, data that HRO is required to report under Local Law 140 of the City of New York and Section 3 of the Housing and Urban Development Act of 1968, as well as data collection related to Executive Order 11246. The Contractor must provide HRO with a Monthly Report of such data by the fifteenth of every month for the prior month using the paper and/ or electronic reporting format provided by HRO, and must complete all applicable fields. In the

situation that reporting particular information is impossible for the Contractor, the Contractor may apply for an exemption. Any application for an exemption must be made before the expiration of thirty (30) days after the commencement date of this Agreement, and shall be in the form specified by HRO. Exemption may be granted upon a showing that the operation of this Section will constitute a hardship, within the sole discretion of the Department. The content of this Monthly Report may change at any time as the City's reporting needs change. Furthermore, the Contractor must complete weekly Certified Payroll reports using the WH-347 form, available from the U.S. Department of Labor, Wage and Hour Division, which may be submitted each month concurrent with the aforementioned Monthly Report.

I, _____ (name), serving as _____ (title) for
_____ (submitting Applicant), hereby acknowledge that:

- (i) I have read and understand all of the requirements contained in the Sandy Recovery Hiring Plan; and
- (ii) I understand that all contractors and subcontractors awarded construction contracts will have to comply with the requirements set forth in the Sandy Recovery Hiring Plan, set forth in substantially the form included in this Exhibit.

_____ (Signature)

_____ (Print Name)

_____ (Date)

EXHIBIT G

PQL APPLICANT CERTIFICATION

A materially false statement willfully or fraudulently made in connection with this Request for Qualifications (“RFQ”) may result in denial of prequalification to the Pre-Qualified List (“PQL”).

Name of Applicant: _____

I, _____ (name), serving as _____ (title) for
_____ (submitting Applicant), hereby certify that:

- (i) I have the authority to respond to this RFQ on behalf of the Applicant;
- (ii) I have read and understand all of the requirements contained in the foregoing ____ pages of this RFQ and in the included Exhibits A through F;
- (iii) I have supplied full and complete responses to each question or requirement therein to the best of my knowledge, information and belief; and
- (iv) I understand PRI will rely on the information supplied in response to this RFQ and on the attached Exhibits to prequalify the Applicant for this specific PQL.

_____ (Signature)

_____ (Print Name)

_____ (Date)

State of New York)
) ss.:
County of)

Sworn to or affirmed before me this _____ day of _____, 20____;

Notary Public

ATTACHMENT I

QUALIFIED BIDDER INFORMATION & SAMPLE BID DOCUMENTS

Qualified Bidders will be determined from among the PQL Applicants who meet the requirement of the RFQ and will be added to the PQL. PRI will utilize the PQL to solicit project-specific bids for a home or cluster(s) of homes wherein all bids must include all applicable demolition and associated scope of services described in detail in Section II of this RFQ. Projects bid to the PQL will be awarded to the lowest responsible and responsive bidder.

If approved by PRI to receive a bid solicitation, it is expected that a Qualified Bidder shall submit sealed project-specific bids for a home or cluster(s) of homes, that detail all demolition and associated services as consistent with the Scope of Work as detailed in this RFQ and ensuing work order(s) other specific requirements of the bidding process.

Bid prices submitted by Bidders are irrevocable until contract award, unless the bid is withdrawn, and that bid may be withdrawn only after the expiration of forty-five (45) days from the bids opening and only in writing received by PRI and in advance of award.

PRI further reserves the right to institute bid bond requirements and payment and performance bonds requirements with formal bid solicitations for this project.

***The PRI Sample Demolition Bid Documents are included as an attachment with this RFQ.**

ATTACHMENT II

SELECTED CONTRACTOR INFORMATION, SAMPLE DEMOLITION CONTRACT & CONTRACT TERMS

Selected Contractor(s) will be selected by identifying bids that are of the best value and most advantageous to the Program based on lowest price. It is important to note that not all Qualified Bidders will be selected to participate in the Program. Further, Selected Contractor's workload will be dependent upon the scopes of work for each home and the size of the awarded cluster(s). ***The PRI Sample Demolition Contract is included as an attachment with this RFQ.**

TERMS OF SELECTED CONTRACTORS CONTRACTS

Contractors on the PQL ("Selected Contractors") will enter into contract with PRI for awarded projects. Upon entering into contract, Selected Contractors accept responsibility for meeting all deadlines, for complying with enforcement provisions, and for compliance with all applicable Federal, State, and local laws and regulations. The Selected Contractors are required to provide the scope of service in accordance with the following:

- Ensure compliance with PRI deadlines for delivery of services. Some assignments will involve priority work, which will require immediate attention, within reason. Given the time-sensitive nature of the Program, PRI requires that the work completion deadlines be adhered to strictly. Failure to meet these deadlines may be grounds for termination by PRI.
- Maintain adequate staff to undertake the services required. PRI reserves the right, at its sole discretion, to request additional staff or to require the replacement of nonproductive staff members when deemed necessary.
- Establish with PRI staff an operations plan including, but not limited to, expected timelines and reporting procedures.

PRI will enter into contracts with Selected Contractors, renewable with the original terms, at the sole discretion of PRI. PRI cannot and does not guarantee a particular number or a particular type of transaction to be serviced by Selected Contractors.

PRI will make payments of invoices within thirty (30) days of the successful completion of contracted services per property. Payment for additional services must be submitted in writing to PRI for approval prior to commencing work. Additional services will be considered by PRI on a case-by-case basis.

The proposed project shall conform to, and be subject to, all applicable laws, rules, regulations and ordinances of all Federal, State, and City authorities having jurisdiction, as the same may be amended from time to time. Additionally, to participate in the Program, the Selected Contractors must adhere to all applicable sections of New York City and federal contracting provisions in the *CDBG-DR Rider Package* for Contracts attached to this RFQ as **Attachment III** ("CDBG-DR Rider Package for Contracts"). The projects use federal HUD CDBG-DR funds.

Pursuant to the foregoing, Selected Contractors will be required to, without limitation:

- Complete background questionnaires;
- Comply with laws, rules and regulations governing lobbying activity;
- Demonstrate ability to comply with the requirements of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in **Attachment I**;

- Comply with New York City’s equal employment opportunity (“EEO”) requirements, including participating in an EEO class;
- Comply with whistleblower protection laws, as applicable; and
- Promptly furnish PRI with any reasonably requested information and reports and otherwise cooperate with PRI, in each case, in furtherance of ensuring compliance with Federal, State, and local requirements; and post open positions through the City’s Workforce 1 portal.

Selected Contractors will be required to perform demolition with compensation and supplements at a rate no less than the rate established in the prevailing wage schedule pursuant to **New York City Labor Law 220**. The applicable Labor Law 220 schedule to be utilized will be provided to Selected Contractors.

TIME IS OF THE ESSENCE

Time is of the essence with respect to all provisions of this RFQ that specify a time for performance.

For projects bid and awarded to Selected Contractors, PRI will provide a list of PRI personnel responsible for coordinating demolition projects and those persons authorized to approve any changes to the scope of services or work order scope.

In the case of a non-emergency, Selected Contractor shall visit the subject location to verify the scope of work within twenty-four (24) hours of receipt of the work order.

Work shall commence and be completed as per PRI’s established start and completion dates on the work order or as directed by PRI.

In the event that the Selected Contractor identifies discrepancies or ambiguities between the actual work versus the scope on the work order, Selected Contractor must immediately notify PRI to have a joint inspection at the site in order to clarify the discrepancies.

Should Selected Contractor fail to adhere to the response times, liquidated damages will be assessed in accordance with the terms noted in the PRI Demolition Contract.

WORKMANSHIP, MATERIALS, AND APPLICABLE STANDARDS

Where materials or workmanship are required to meet or exceed the specifically named code or standard, it is the Selected Contractor’s responsibility to provide materials and workmanship that meet or exceed the specifically named code or standard. PRI reserves the right to reject items incorporated in the bid that fail to meet the specified requirements contained in this RFQ.

The scope of services must be completed in accordance with the accepted practices and standards of the trade, and with regard to the materials and equipment used in accordance with the manufacturer’s recommendations.

All work shall be conducted in accordance with the applicable provision(s) of Federal, State, and City Laws, Regulations, and Standards, including but not necessarily limited to:

- Occupational Safety and Health Administration (“OSHA”);
- DOHMH regulations promulgated under Section 173.14 of the NYC Health Code;
- Department of Environmental Protection of the City of New York (“DEP”) Regulations;
- Department of Buildings of the City of New York (“DOB”) and Department of Housing Preservation and Development (“HPD”) Codes and Specifications;

- Department of Labor of the State of New York (“DOL”) Regulations;
- Department of Environmental Conservation of the State of New York (“DEC”) Regulations regarding industrial waste collector registration Title 6, Part 364 of the New York Codes, Rules, and Regulations (6NYCRR364);
- National Fire Protection Association (“NFPA”);
- United States Department of Labor Standard Safety and Health Regulations for Construction, as set forth in the Federal Register, Vol. 36, number 75, Part II as issued in Washington D.C.;
- American National Standards Institute (“ANSI”); and
- All other Federal, State, and local laws, regulations, codes, and standards, as applicable, and as may be revised or added during the term of the contract. In the event of such changes, PQL Selected Contractor must comply within the timeframes established by the laws, regulations, or codes. In such cases, PQL Selected Contractor may request a change order in accordance with change order provisions of the contract.
- Should Federal, State, and local laws or regulations require additional training, certifications, or licensing during the term of the contract, PQL Selected Contractor must comply with such requirements within the deadlines of such laws or regulations.

INSURANCE

The Selected Contractor shall procure and maintain the following types of insurance. Required insurance limits are further outlined in the Bid Documents and Demolition Contract.

- Commercial General Liability Insurance;
- Workers’ Compensation;
- Disability Benefits Insurance;
- Employers’ Liability;
- Jones Act and U.S. Longshoremen’s and Harbor Workers Compensation Act (if required by law);
- Builders Risk;
- Commercial Auto Liability;
- Contractors Pollution Liability;
- Marine Insurance (if Contractor engages in marine operations in the execution of any part of the work)
 - Marine Protection and Indemnity;
 - Marine Pollution Liability; and
 - Hull and Machinery Insurance

MAINTENANCE AND GUARANTEE

The Selected Contractor is required to provide a one (1) year warranty on all work performed. The Selected Contractor shall promptly repair, replace, restore or rebuild any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of substantial completion (e.g. sinkholes that may appear after demolition).

Finally, please note that any contract executed between PRI and Selected Contractor(s) shall contain provisions and requirements for contracts and subcontracts, as applicable, that include but are not limited to payment and performance bonds requirements and required insurance coverages.

ADDITIONAL TERMS & REQUIREMENTS

PRI further reserves the right to alter the above terms and institute additional terms and requirements as part of any formal and final agreements entered into between PRI and Selected Contractors in furtherance of this project, including but not limited to, bid bond requirements and payment and performance bonds requirements.

Attachment III

CDBG-DR Rider

(Version 02.16.2018)

INSTRUCTIONS TO NYC AGENCIES AND OFFICES

This CDBG Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended. For all procurement contracts and subrecipient agreements funded by the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program, *except those funded by the regular CDBG (“CDBG”) Program*, this CDBG-DR Rider must be included as an attachment, expressly made a part of, and incorporated by reference. A different rider with terms specific to the regular CDBG Program should be attached to CDBG funded procurement contracts and subrecipient agreements.

If this rider is attached to a subrecipient agreement, the agency or office must ensure that the subrecipient agreement includes the information specific to the subaward required in 2 CFR § 200.331.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds for Hurricane Sandy disaster recovery are available on the HUD Web site at <https://www.hudexchange.info/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices>.

Contents

ARTICLE 1. DEFINITIONS 3

ARTICLE 2. HOUSING AND COMMUNITY DEVELOPMENT ACT AND NATIONAL ENVIRONMENTAL POLICY ACT 4

ARTICLE 3. LABOR REQUIREMENTS 4

ARTICLE 4. ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION FOR SUBRECIPIENTS 6

ARTICLE 5. FEDERAL NON-DISCRIMINATION LAWS 13

ARTICLE 6. ENVIRONMENTAL PROTECTION; ENERGY EFFICIENCY; HISTORIC PRESERVATION; FLOOD PROTECTION; LEAD-BASED PAINT 14

ARTICLE 7. UNIFORM RELOCATION ASSISTANCE..... 15

ARTICLE 8. UNIFORM ADMINISTRATIVE REQUIREMENTS (INCLUDING PROCUREMENT STANDARDS), COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS..... 15

ARTICLE 9. UNEARNED PAYMENTS; INCOME; DOCUMENTATION OF COSTS; ACCOUNTING SYSTEM; FIDELITY BONDS; DISBURSEMENT RESTRICTIONS 15

ARTICLE 10. RECORDS AND AUDITS 17

ARTICLE 11. SUBCONTRACTORS 17

ARTICLE 12. CONFLICTS; EXHIBITS 18

ARTICLE 13. REVERSION OF ASSETS 18

ARTICLE 14. SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS
18

ARTICLE 15. INTANGIBLE PROPERTY 19

ARTICLE 16. HATCH ACT; LOBBYING; CONFLICTS OF INTEREST 20

ARTICLE 17. SUSPENSION AND TERMINATION..... 21

ARTICLE 18. PERFORMANCE REQUIREMENTS AND REMEDIES 21

ARTICLE 1. DEFINITIONS

As used in this CDBG-DR Rider:

(a) “Act” means Title 1 of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

(b) “Agency” means the entity, or entities, executing this Agreement on behalf of the City of New York.

(c) “Agreement” means either the “contract” (as defined by 2 CFR § 200.22) between the City and the Contractor or the agreement between the City and “Subrecipient” as defined by 2 CFR § 200.93 as the context requires.

(d) “City” means the City of New York.

(e) “Construction” means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(f) “Contractor” and/or “Subrecipient” means the entity or entities executing this Agreement, other than the Agency.

(g) “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

(h) “Grant” means Community Development Block Grant Program funds provided to the City of New York by the Federal Department of Housing and Urban Development or a pass-through entity.

(i) “Hometown Plan” means a voluntary areawide plan that was developed by representatives of affected groups (usually labor unions, minority organizations, and contractors), and subsequently approved by the Office of Federal Contract Compliance (OFCC), for purposes of implementing the equal employment opportunity requirements pursuant to Executive Order 11246, as amended.

(j) “HUD” means the Secretary of Housing and Urban Development or a person authorized to act on his or her behalf.

(k) “Program” means the New York City Community Development Block Grant Program approved by HUD as the same may from time to time be amended.

(l) "Real property" means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and moveable equipment.

(m) “Subcontractor” means any person, firm or corporation, other than employees of the Contractor or the Subrecipient, or another Subcontractor who is engaged by the Contractor or the Subrecipient to furnish (i) services, (ii) labor or (iii) services and/or labor and materials at the site of the work performed under this Agreement.

ARTICLE 2. HOUSING AND COMMUNITY DEVELOPMENT ACT AND NATIONAL ENVIRONMENTAL POLICY ACT

[Applicable to Contractors and Subrecipients]

This Agreement is subject to Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (The Act) and all rules, regulations and requirements now issued or hereafter issued pursuant to the Act; the Agreement may be suspended and/or terminated without liability to the City if the Grant to the City pursuant to the Act is suspended or terminated, and unless and until the City or Agency receives Community Development funds in an amount that is deemed sufficient to enable it to fund this Agreement, the City or Agency is under no obligation to make any payments to the Contractor or Subrecipient. In this regard, the Agency is under no obligation to make any payments to the Contractor or Subrecipient, and shall not make any such payment, and the Contractor or Subrecipient shall not commence performance, until:

- (a) the Agency has received from the City's Office of Management and Budget instructions to proceed, evidencing compliance with the National Environmental Policy Act, as amended, and with regulations of the U.S. Department of Housing and Urban Development, related thereto, found at 24 CFR Part 58, and
- (b) the Contractor or Subrecipient has been notified of such instructions by the Agency. Furthermore, the Contractor or Subrecipient and the City mutually agree that the Contractor or Subrecipient shall not advance any funds, from any source without limitation, to pay for costs intended to be paid for under this Agreement prior to the receipt and notification described in this paragraph (a), and the City shall not reimburse the Contractor or Subrecipient for any costs incurred in violation of this provision.

ARTICLE 3. LABOR REQUIREMENTS

[Applicable to Contractors and Subrecipients; must be included in all subcontracts]

- (a) **Section 3.** This Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968 (P.L. 90-448) and implementing regulations at 24 CFR Part 135, as may be amended during the term of this Agreement. Pursuant to 24 CFR § 135.38, the Contractor or Subrecipient agrees to the following:
 1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.

3. The Contractor or Subrecipient agrees to send to each labor organization or representative of workers with which the Contractor or Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's or Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Contractor or Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor or Subrecipient will not subcontract with any Subcontractor where the Contractor or Subrecipient has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The Contractor or Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor or Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's or Subrecipient's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
8. The Contractor or Subrecipient agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the Agency detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

- (b) ***The Davis-Bacon Act (40 U.S.C. §§ 3141 et seq.)***. In Construction contracts involving an excess of \$2000, unless exclusively in connection with the rehabilitation of residential property containing fewer than 8 units, the Contractor shall pay and the Subrecipient shall cause its contractors to pay all laborers and mechanics at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7, which enforce statutory labor standards provisions. **This provision supersedes section D(1)(a) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**
- (c) ***Overtime***. In Construction contracts involving an excess of \$2000, and subject to the exception in 24 CFR section 570.603 (regarding the rehabilitation of residential property containing less than 8 units), Contractor shall comply and the Subrecipient shall cause its contractor to comply with sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 et seq.), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages. **This provision supersedes section D(1)(b) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**

ARTICLE 4. ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION FOR SUBRECIPIENTS

[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section D(1)(c)-(d), (2) and (3).]

If this Agreement involves Construction work, design for Construction, or Construction services, all such work or services performed by the Subrecipient and its Subcontractors shall be subject to the following requirements:

- (a) ***Impermissible Salary Deductions***. In Construction contracts of any amount, the Subrecipient shall cause its Subcontractor to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but “permissible” salary deductions.
- (b) ***Federal Labor Standards***. In Construction contracts of any amount, the Subrecipient shall cause its Subcontractors to comply with the more detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

- (c) ***Equal Employment Opportunity.*** In Construction contracts or subcontracts in excess of \$10,000, the Subrecipient shall cause its Subcontractors to comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR § 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR § 60-4.3)

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades

which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation

employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 § CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(B) **Equal Opportunity Clause.** Subrecipient shall include the following provisions, which are required by 41 CFR § 60-1.4(b), in all federally assisted contracts and subcontracts.

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any

subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 5. FEDERAL NON-DISCRIMINATION LAWS

[Applicable to Contractors and Subrecipients]

This Agreement is subject to:

- (a) Section 109 of the Act, which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The Contractor or Subrecipient agrees to comply with provisions of 24 CFR Parts 6, 8, and 146.
- (b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284; 42 U.S.C. §§ 3602-3620), as amended, which prohibits discrimination in the sale or rental of housing and in the provision of brokerage services based on race, color, religion, sex, national origin, disability, or familial status, and which requires affirmative action in the furtherance of Fair Housing objectives.
- (c) Executive Order 11063, as amended by Executive Order 12259, pursuant to regulations issued at 24 CFR Part 107, which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires equal opportunity in housing constructed, operated or provided with federal funds.
- (d) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 42 U.S.C. §§ 2000d *et seq.*) and implementing regulations in 24 CFR Part 1, which states that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity made possible by, or resulting from, this Agreement.
- (e) 24 CFR § 5.109, “Equal participation of faith-based organizations in HUD programs and activities.”
- (f) Consistent with 24 CFR § 570.614, the Contractor or Subrecipient warrants that all services, programs, and/or Construction (including design and alteration) under this Agreement shall be performed in accordance with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities including, but not limited to, the following: Section 504 of the Rehabilitation Act, the Architectural Barriers Act of 1968 (42 U.S.C. § 4151-4157), the Uniform Federal Accessibility

Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6), and the Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218, and 225).

The non-discrimination provisions in this Article shall be incorporated in and made a part of all subcontracts executed in connection with this Agreement.

- (g) Subrecipients shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).

ARTICLE 6. ENVIRONMENTAL PROTECTION; ENERGY EFFICIENCY; HISTORIC PRESERVATION; FLOOD PROTECTION; LEAD-BASED PAINT

[Paragraphs (a) – (e) applicable to Contractors and Subrecipients; paragraph (f) applicable to Subrecipients]

- (a) For agreements, subcontracts, and subgrants of amounts in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401, Federal Water Pollution control Act (33 U.S.C. §§ 1251, et seq.) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA).
- (b) The Subrecipient and Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163). Further, the Contractor or Subrecipient shall comply with the construction standards concerning energy efficiency set forth in section VI(A)(1)(a)(5) of HUD Docket No. FR-5696-N-01.
- (c) This Agreement is subject to laws and authorities listed in 24 CFR § 58.5, including the Historic Preservation Act of 1966 (Section 1 of Pub. L. No. 89-665, as amended by Pub. L. No. 96-515; 54 U.S.C. §§ 100101 and 300101 *et seq.*), the Archeological and Historic Preservation Act of 1974 (P.L. 93-291; 16 U.S.C. §§ 469-469c), Executive Order 11593 and regulations at 36 CFR Part 800. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- (d) This Agreement is subject to the Lead-Based Paint Poison Prevention provisions found in 24 CFR § 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. §§ 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This provision is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

- (e) Pursuant to the provisions in 24 CFR § 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106), and the regulations in 44 CFR Parts 59-79 apply to this Agreement.
- (f) Subrecipients shall implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements set forth in Section VI(B)(31) of HUD Docket No. FR-56960-N-01.

ARTICLE 7. UNIFORM RELOCATION ASSISTANCE

[Applicable to Contractors and Subrecipients]

This Agreement is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655) and regulations at 49 CFR Part 24 and 24 CFR section 570.606.

ARTICLE 8. UNIFORM ADMINISTRATIVE REQUIREMENTS (INCLUDING PROCUREMENT STANDARDS), COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

[Subdivision (a) is applicable to Contractors and Subrecipients; subdivision (b) is applicable to Subrecipients only; subdivision (c) is applicable to Contractors only]

- (a) Pursuant to 2 CFR § 2400.101 and 24 CFR § 85.1, Subrecipients and Contractors are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 (commonly referred to the “Super Circular”), as applicable.
- (b) For the procurement of all subcontracts and goods contracts, Subrecipients are required to follow the procurement standards in 2 CFR §§ 200.318-200.326, except as allowed by 2 CFR § 200.110.
- (c) Contractors are subject to the Uniform Federal Contract Provisions Rider, attached to this Agreement.

ARTICLE 9. UNEARNED PAYMENTS; INCOME; DOCUMENTATION OF COSTS; ACCOUNTING SYSTEM; FIDELITY BONDS; DISBURSEMENT RESTRICTIONS

[Paragraphs (a), (b), (d), and (e) are applicable to Contractors and Subrecipients; paragraph (c) is applicable to Subrecipients only]

- (a) Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time, or if the

Grant to the City under the Act is suspended or terminated. Unearned payments received by the Contractor or Subrecipient will be returned to the City.

The Contractor or Subrecipient agrees that if any income is generated from the Community Development Block Grant Program funded activities, Contractor or Subrecipient shall return such income to the City's Community Development Block Grant Program unless expressly authorized by the City. Such funds are subject to all applicable requirements governing the use of Community Development Block Grant funds, including 24 CFR § 570.503(b)(3), which provides that, at the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs). Alternative program requirements concerning the definition of "program income" are set forth in Section VI(A)(17)(a)-(b) of Docket No. FR-56960-N-01, as amended by Section II(5) of Docket No. FR-5710-N-01.

- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and readily accessible.
- (c) The Subrecipient shall submit to the Agency a detailed description of its accounting, reporting and internal control systems, including but not limited to the procedures for cash receipts, cash disbursements, payrolls, personnel policies, fixed petty cash controls and other systems which are necessary under the circumstances. The Agency shall evaluate and document all systems and only upon acceptance and approval of the accounting, reporting and internal control systems by the Agency, shall funds be disbursed to the Subrecipient, other provisions of the Agreement notwithstanding.
- (d) If required by the Federal awarding agency or elsewhere in this Agreement, the Agency must receive a statement from the Contractor's or Subrecipient's chief fiscal officer or its insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount equal to cash advances from the City. If the bond is cancelled or coverage is substantially reduced, the Contractor or Subrecipient shall promptly notify the Agency of this fact in every case not later than 48 hours. In such event, the Agency shall not disburse any more funds to the Contractor or Subrecipient until it has received assurance that adequate coverage has subsequently been obtained.
- (e) No money under this Agreement shall be disbursed by the Agency to any Contractor or Subrecipient except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Contractor or Subrecipient is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable, and provided that the Agency has completed HUD requirements, including but not limited to environmental certifications pursuant to 24 CFR Part 58.

ARTICLE 10. RECORDS AND AUDITS

[Applicable to Contractors and Subrecipients]

- (a) (i) The Subrecipient shall maintain records in accordance with requirements prescribed by or in 2 CFR § 200.333, HUD and/or the City with respect to all matters covered by this Agreement and retained for at least three years after the City makes final payments and all other pending matters concerning this Agreement are closed, subject to the exceptions in 2 CFR § 200.333. (ii) The Contractor shall maintain records in accordance with the requirements elsewhere in this Agreement.
- (b) At such times on such forms as HUD and/or the City may require, there shall be furnished to HUD and/or the City such statements, records, reports, data and information, as HUD and/or the City may request pertaining to matters covered by this Agreement. At a minimum, such forms will include the following:
 - (i) Quarterly Data Collection Report forms for the purpose of including specific Program description, accomplishment, expenditure and beneficiary information in the City's Quarterly Performance Reports.
 - (ii) Annual Property Register forms for the purpose of tracking the use of CDBG purchased equipment.
- (c) At any time during normal business hours and as often as the City, the Agency, HUD, Inspector General, U.S. General Accounting Office, and/or the Comptroller General of the United States may deem necessary, the Contractor or Subrecipient shall make available for examination to the City, HUD, Inspector General, U.S. General Accounting Office and/or representatives of the Comptroller General all of its books, accounts, records, reports, files, and other papers or property with respect to all matters covered by this Agreement and shall permit the City, HUD and/or representatives of the Comptroller General and the U.S. General Accounting Office to audit, examine, make excerpts of, and make transcriptions from such books, accounts, records, reports, files, and other papers or property and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment and other data relating to all matters covered by this Agreement.

ARTICLE 11. SUBCONTRACTORS

[Applicable to Contractors and Subrecipients]

- (a) The provisions of this Agreement shall apply to Subcontractors and their officers, agents and employees in all respects as if they were employees of the Contractor or Subrecipient. The Contractor or Subrecipient shall not be discharged from its obligations and liabilities, but shall be liable for all acts and negligence of Subcontractors, and their officers, agents and employees, as if they were employees of the Contractor or Subrecipient.
- (b) Employees of the Subcontractor shall be subject to the same provisions as employees of the Contractor or Subrecipient.

- (c) The services furnished by Subcontractors shall be subject to the provisions hereof as if furnished directly by the Contractor or Subrecipient, and the Contractor or Subrecipient shall remain responsible therefor.

ARTICLE 12. CONFLICTS; EXHIBITS

[Applicable to Contractors and Subrecipients]

- (a) If any provision in this CDBG Rider directly conflicts with any other provision in the Agreement, the provision in CDBG Rider shall be controlling.
- (b) Federal Exhibits 1 and 2 are attached to, and made a part of this CDBG Rider.

ARTICLE 13. REVERSION OF ASSETS

[Applicable to Subrecipients]

- (a) At the Agreement's expiration, the Subrecipient shall transfer to the City all CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
- (b) Any real property under the Subrecipient's control that was acquired or improved in whole or in part with Community Development funds in excess of \$25,000 must be used to either (i) meet the national objectives in Section 570.208 for a period of five years after acquisition if the property or completion of the improvements, as applicable, or (ii) disposed in a manner which results in the Program being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property.
- (c) Title to all Equipment in excess of \$5,000 purchased pursuant to this Agreement with CDBG funds or furnished by the City shall vest in the City and the same shall be conspicuously labeled as such.

ARTICLE 14. SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS

[Applicable to Subrecipients. Contractors must follow section C(11) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.]

Subrecipient shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
- (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 15. INTANGIBLE PROPERTY

[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section C(12).]

- (a) Pursuant to 2 CFR § 200.315(d), the federal Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Agreement or subcontract; and (b) any rights of copyright to which a Subrecipient purchases ownership with grant support.
- (b) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Agreement (“Copyrightable Materials”), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Subrecipient hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Subrecipient shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Subrecipient for no purpose other than in the performance of this Agreement without the prior written permission of the City. The City may grant the Subrecipient a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.
- (c) The Subrecipient acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Subrecipient shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

- (d) The Subrecipient represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Subrecipient has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.
- (e) The Subrecipient shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Agreement and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- (f) If the Subrecipient publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

ARTICLE 16. HATCH ACT; LOBBYING; CONFLICTS OF INTEREST

[Applicable to Subrecipients.]

- (a) Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- (b) Lobbying: The Subrecipient certifies, to the best of its knowledge and belief, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: <https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>) in accordance with its instructions; and
 - 3. It will require that the language of this Article 16(b) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (c) Conflict of Interest: The Subrecipient agrees to abide by the provisions of 2 CFR §§ 200.112 and 200.318(c) and 24 CFR § 570.611.

ARTICLE 17. SUSPENSION AND TERMINATION

[Applicable to Subrecipients.]

- (a) The City may take enforcement action against a Subrecipient for non-compliance, as described in 2 CFR §§ 200.338 and 200.339(a)(1) & (2), including suspension or termination.
- (b) The City may terminate for convenience pursuant to 2 CFR § 200.339(a)(3).

ARTICLE 18. PERFORMANCE REQUIREMENTS AND REMEDIES

[Applicable to Contractors]

The Disaster Relief Appropriations Act, 2013 (Public L. 113-2) of January 29, 2013, requires contracts to contain “performance requirements and penalties.” Accordingly, Contractor shall be subject to any performance requirements and remedial provisions and/or liquidated damages set forth in this Agreement. Contractor acknowledges that negative performance evaluations may impair its ability to win future contracts with the City as follows: Under City Procurement Policy Board (PPB) Rules section 4-01, Contractor is subject to performance evaluations at least once annually. The City shall enter such performance evaluations into the VENDEX system. To the extent allowed by the PPB Rules, such performance evaluations shall be considered by the City in:

- (1) making a determination of the Contractor’s responsibility or non-responsibility in future City procurements, under PPB Rule section 2-08(g)(1)(ii) and
- (2) deciding to renew or not to renew the Agreement, under PPB Rule section 4-04(c)(10).

FED. EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL HUD COMMUNITY DEVELOPMENT FUNDED CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth above.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

Trade	Goal (Percent)		
Electricians	9.0	to	10.2
Carpenters	27.6	to	32.0
Steamfitters	12.2	to	13.5
Metal Lathers	24.6	to	25.6
Painters	28.6	to	26.0
Operating Engineers	25.6	to	26.0
Plumbers	12.0	to	14.5
Iron Workers (structural)	25.9	to	32.0
Elevator Constructors	5.5	to	6.5
Bricklayers	13.4	to	15.5
Asbestos Workers	22.8	to	28.0
Roofers	6.3	to	7.5
Iron Workers (ornamental)	22.4	to	23.0
Cement Masons	23.0	to	27.0
Glazers	16.0	to	20.0
Plasterers	15.8	to	18.0
Teamsters	22.0	to	22.5
Boilermakers	13.0	to	15.5
All Other	16.4	to	17.5

Goals and Timetables for Women

From April 1, 1980 until the present	6.9
--	-----

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals

established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Agreement, the "covered area" is the City of New York.

SAMPLE BID DOCUMENTS



Incorporated

150 Broadway, Suite 2101
New York, NY 10038
P: 212.584.8981
F: 212.584.8980
www.neighborhoodrestore.org

DATE: _____, 2018

TO ALL BIDDERS:

RE: **BUILD-IT-BACK SINGLE-FAMILY ACQUISITION, BUYOUT AND
RESETTLEMENT INCENTIVES PROGRAM DEMOLITION OF 1- TO
4- FAMILY HOMES**

APP- _____, _____, _____
Address, Block, Lot
Bid Package # _

PQL Qualified Bidder:

We request that you submit your bid for all **Demolition** work as described in the enclosed Invitation to Bid and detailed bid documents, and as enumerated on the Proposal Form.

One (1) original and one (1) copy of the bid are to be delivered on or before **(Month) XX, 2018 at 12:00PM** to the attention of:

Project Rebuild, Inc.
150 Broadway, Suite 2101
New York, NY 10038

If bids are delivered by Fedex, etc., when the outer Fedex envelope is opened, the enclosed bid must be sealed.

If bid is being submitted electronically, email the bid to:

info@neighborhoodrestore.org

All questions in connection with submission of your Proposal including interpretation of Specifications should be directed to info@neighborhoodrestore.org.

Very truly yours,

Project Manager

Project Rebuild, Inc.

**INVITATION TO BID
DEMOLITION CONTRACTOR**

Program: Build-It-Back Single-Family Acquisition, Buyout, and Resettlement Incentives Program
Demolition of 1- to 4- Family Homes

Project Location: BID Package #: __

APP- _____ Address _____ Block _____ Lot _____
APP- _____ Address _____ Block _____ Lot _____
APP- _____ Address _____ Block _____ Lot _____

Site Walkthrough Date: _____, 2018 at 9:00 AM (MANDATORY)

Bid Due Date: _____, 2018 at 12:00 PM

Bids to be Delivered to: Project Rebuild, Inc.
150 Broadway, Suite 2101
New York, NY 10038

Electronically to: info@neighborhoodrestore.org

BID OPENING

Bid Opening: _____, 2018 at 12:00PM

Location:
Project Rebuild, Inc.
150 Broadway, Suite 2101
New York, NY 10038

Contact: Project Rebuild, Inc.
Phone 212-584-8981
Fax 212-584-8980
Email: info@neighborhoodrestore.org

Description: Demolition of 1- to 4- family homes in accordance with the Scope of Work in Rider A.

Bid Documents: Bid Documents will be issued through email notification.

Bid Documents Deposit: None

Site Walk Through: A **mandatory** walk through of each site will be held on _____, 2018 at 9:00 AM to examine the existing conditions of the project(s) and surrounding area. No further site walk throughs are possible.

Site visit will begin at: _____ (address), with a sign-in sheet at each location. Visits will proceed in the order listed above.

Bid Correspondence: All correspondence, questions, comments, and requests for information are to be submitted in writing via email to info@neighborhoodrestore.org. Bidders are to submit all questions

and comments by _____, 2018 at 5:00PM. Any correspondence, questions or comments submitted after the due date and time will not be accepted. All bidders shall receive written answers to clarifications. Verbal communication will not be accepted as method of clarification.

Bidder Approval: All bidders must submit their Vendor Enrollment Package through PASSPort and their Vendor Record Status must show as FILED prior to award.

Bid Document Disclosure: The Bid Documents may not be copied, reproduced or distributed to any other party without said Owners prior written consent. Bidders are to request in writing to Project Rebuild, Inc. via email to info@neighborhoodrestore.org, permission to disclose Bid Documents to Sub-subcontractors and vendors, and must indicate names, contact numbers and submit a distribution tracking log for the companies who will view and receive the project documents. Whenever possible the Bidders shall make the documents available to Sub-subcontractors and vendors in their offices rather than making copies.

Affirmative Action: The Contract Award is subject to applicable provisions of the Federal, State and Local laws and executive orders requiring affirmative action equal employment opportunity.

Sandy Hiring Plan: The Contract Award is subject to the requirements to implement a Sandy Recovery Hiring Plan for low-income and very low-income persons, Sandy-impacted residents, minorities, and women in accordance with required provisions. The CDBG-DR provisions related to Labor requirements, where applicable, are required and enumerated in Rider E.

Bid Bond: Bid bond is not required for any bid which does not exceed \$100,000. A 5% Bond or Deposit is required when the total bid is > \$100,000. Performance bonds are required with the Contract.

Notes: The Bid Price shall be based upon the Bid Documents. Prices shall be based on quantities necessary to complete the entire scope as specified herein.

Bids are to be delivered only to the address or email address to the attention of the person listed above. Any bids delivered to other locations or past the time and date stated above will be disqualified.

Should a bidder elect not to bid, the bidder shall submit a written decline to bid letter within one (1) week after receipt of the Bid Documents. The bidder must submit decline to bid letters via email to info@neighborhoodrestore.org.

Project Rebuild, Inc.

BID PROPOSAL FORM FOR QUALIFIED BIDDERS

Program: Build-It-Back Single-Family Acquisition, Buyout, and Resettlement Incentives Program
Demolition of 1- to 4- Family Homes

Bid Package #: _____

Project Location(s): APP-_____ Address _____ Block _____ Lot _____
APP-_____ Address _____ Block _____ Lot _____
APP-_____ Address _____ Block _____ Lot _____
APP-_____ Address _____ Block _____ Lot _____
APP-_____ Address _____ Block _____ Lot _____
APP-_____ Address _____ Block _____ Lot _____
APP-_____ Address _____ Block _____ Lot _____
APP-_____ Address _____ Block _____ Lot _____
APP-_____ Address _____ Block _____ Lot _____
APP-_____ Address _____ Block _____ Lot _____

Site Walkthrough Date: _____, 2018 at 9:00 AM

Bid Due Date: _____, 2018 at 12:00PM

In accordance with the Bid Documents listed below and pursuant to the PRI Invitation to Bid letter dated _____, 2018, we submit our proposal herewith. **Bidders must submit one (1) original bid and one (1) copy of the bid.** Bidders may submit a bid on one, any or all the project locations.

I. Bid Submission Items: (Required Deliverables for this Response).

- a. Bid Proposal Form (THIS DOCUMENT, inclusive of Work Order(s))
- b. Affidavit of Compliance
- c. Affirmation of Responsibility
- d. Bid Proposal Data Sheet
- e. List of Subcontractors Form
- f. Bidder's Qualifications Statement
- g. Bid Bond Form

FAILURE TO SUBMIT ITEMS ABOVE MAY RESULT IN THE DISQUALIFICATION OF THE BID.

BY SUBMITTING A RESPONSE, THE BIDDER ACKNOWLEDGES THE BELOW REFERENCED DOCUMENTS, HAS BEEN READ AND AGREES TO TERMS AND CONDITIONS PRESENTED IN THE REQUEST FOR BID INVITATION.

II. References: The Following Documents are Provided for the Qualified Bidder's Information.

- 1. Information for Bidders
- 2. Model Contract
- 3. Rider A: Scope of Work
- 4. Rider B: Payment & Performance Bond Forms
- 5. Rider C: General Conditions; Insurance Requirements; Performance Requirements and Penalties
- 6. Rider D: CDBG-DR Contract Provisions
- 7. Rider E: Uniform Federal Contract Provision Rider
- 8. Rider F: Safety Addendum

TOTAL BID

Lump sum price: Includes price per location to perform all Demolition Work on noted housing unit as outlined in the Invitation to Bid in strict accordance with the Bid Documents, and as documented in the Bid Breakdown per location. **Bidders may submit a bid on one, any or all the project locations.**

BID BREAKDOWN BY LOCATION/APP ID

ADDRESS/LOCATION	BLOCK	LOT	BID PRICE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

BIDDER NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE OF OFFICER: _____

NAME OF OFFICER: _____

TITLE: _____

DATE: _____

Project Rebuild, Inc.

WORK ORDER

DEMOLITION CONTRACTOR

BID Package #:

APP- Address_Block_Lot

SCOPE OF WORK FOR SITE NOTED ABOVE

Check those that apply to site:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | 1. Prepare and submit Demolition Permit application to any authority-having-jurisdiction, including the New York City Department of Buildings (NYC DOB). |
| <input type="checkbox"/> | 2. Secure any required permit from any authority-having-jurisdiction, including freshwater and/or tidal wetland permits from New York State Department of Environmental Conservation (NYS DEC) under Article 24 and Article 25 of the Environmental Conservation Law (ECL) for work on sites in or adjacent to wetlands. |
| <input type="checkbox"/> | 3. Delineate wetlands boundaries as required by NYS DEC for sites in or adjacent to wetlands. |
| <input type="checkbox"/> | 4. Provide NYS DEC-approved stormwater runoff protection plan and methods for sites in or adjacent to wetlands, including site protection and sediment control measures. |
| <input type="checkbox"/> | 5. Provide environmental testing and complete abatement including but not limited to asbestos, air monitoring and removal of above ground or underground storage tanks as required by NYC DOB and/or NYS DEC prior to commencement of demolition work. |
| <input type="checkbox"/> | 6. Provide demolition plans. |
| <input type="checkbox"/> | 7. Protect and maintain existing trees with trunk caliper exceeding eight (8) inches within the property lines. Protect and maintain existing grass lawn areas within the property lines. Nothing else is to remain on the site unless specifically noted in the Work Order. |
| <input type="checkbox"/> | 8. Protect existing adjacent (outside of property lines) public ways, streets, utility infrastructure, structures, fences, driveways, sidewalks and boardwalks as required. Provide approved temporary sidewalk sheds, temporary fences and other temporary facilities as required. Restore existing adjacent items damaged by demolition work to condition existing prior to commencement of demolition work or replace concrete sidewalks, as needed. |
| <input type="checkbox"/> | 9. Contact and coordinate with all applicable utility providers the disconnection and capping of all existing utility services within the property lines. Remove all existing utility infrastructure, above-grade and below-grade, within the property lines and backfill voids with approved compacted fill material. |
| <input type="checkbox"/> | 10. Exterminate rodents using approved methods prior to commencement of demolition work. |
| <input type="checkbox"/> | 11. Completely demolish all existing structures below grade including but not limited to foundations, piling, pile caps, piers, pads, tie backs, and anchors, basement walls and floors, drywells and sumps. Perform demolition operations by hand, in lieu of by machinery, where required to avoid damage to existing adjacent properties. |
| <input type="checkbox"/> | 12. Completely demolish all existing structures above ground including but not limited to paving and appurtenances above-ground within the property lines. Perform demolition operations by hand, in lieu of by machinery, where required to avoid damage to existing adjacent properties, including existing superstructure as per existing conditions such as masonry, wood, concrete, steel, etc. |
| <input type="checkbox"/> | 13. Promptly remove all demolished materials, equipment and debris from the site and legally-dispose of off-site. |
| <input type="checkbox"/> | 14. Backfill voids with approved compacted fill material after demolition is completed. |
| <input type="checkbox"/> | 15. Provide approved topsoil material as required and grade as required to provide positive natural drainage within the property lines. Provide grass lawn seeding, sodding and/or other plant materials within property lines as required by NYC DOB or NYS DEC. Provide fertilizer and watering as required until grass is established. Prune existing trees to remain. |
| <input type="checkbox"/> | 16. Provide approved permanent fencing as required by NYC DOB or NYS DEC six (6) inches inside property lines as required to fully secure the site from unauthorized access. Provide approved swing or slide gate(s) as required to permit access by lawn-mowing equipment. Provide approved combination locks on gate(s) and furnish combination(s) to Owner. |
| <input type="checkbox"/> | 17. Provide any other item, service or work necessary to allow Owner to accept completed Work in accordance with the Contract. |
| <input type="checkbox"/> | 18. Additional Specifications/Items*: |

**Additional items may be noted prior to, during or following site visit before due date. If after initial issuance, those items will be issued in an Amendment and sent to all bidders.*

DURATION OF WORK TO COMPLETION

Expected Duration of this Work: 60 Days from Issuance of Permit(s)

BID BREAKDOWN

APP-ID: _____
 PROPERTY ADDRESS: _____

No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (see notes)	TOTAL
1	Permits & Filing - NYC DOB. Include all cost associated with filing permits for demo, sheds, wall ties, sidewalk, crosswalks, street hydrants, electrical or any other permits needed, unless otherwise specified. The cost must include all expeditor fees, as well as engineering services to prepare all documentation necessary for demolition.				
1.1	NYC DOB Filing Fee		Per Site		
1.2	Engineering Services and Expeditor Fee		Per Site		
2	Permits & Filing - NYS DEC. Include all costs associated with filing permits for freshwater and/or tidal wetlands. The cost must include all expeditor fees, as well as engineering services to prepare all documentation necessary for demolition.				
2.1	NYS DEC Filing Fee		Per Site		
2.2	Engineering Services and Expeditor Fee		Per Site		
3	Delineate wetlands boundaries as required by NYS DEC for sites in or adjacent to wetlands.				
3.1	Fence - Tight Board		LF		
3.2	Protective Fencing / Barricade		LF		
4	Storm Water. Provide NYS DEC stormwater runoff protection plan and methods for sites in or adjacent to wetlands, including site protection and sediment control measures				
4.1	Sediment Control, Storm Piping		LF		
4.2	Sediment Valve		EA		
4.3	Excavation Trench (by hand)		CY		
5	Testing. Provide enviromental testing and complete abatement including but not limited to asbestos, air monitoring and removal of above ground or underground storage tanks as required by NYC DOB and NYS DEC prior to commencement of demolition work.		EA		
5.1	Asbestos Testing		Per Site		
5.2	Asbestos Abatement		LS		
5.3	Third Party Air Monitoring		LS		
5.4	Underground Tank Removal		LS		
6	Demolition Plans. Provide demolition plans, price to include engineering services.				
7	Protect and Maintain Existing Trees with trunk caliper exceding eight (8) inches within the property lines. Protect and maintain existing grass lawn areas within the property lines. Nothing else is to remain on the site unless specifically noted in the Work Order.		EA		
8	Protect and Maintain Existing Adjacent (outside of property lines) public, ways streets, utility, infrastructure, fences, driveways, sidewalks and boardwalks as required. Provide approved temporary sidewalk sheds, temporary fences and other temporary facilities as required. Restore existing adjacent items damaged by demolition work to condition existing prior to commencement of demolition work. Include cost to complete required notices, brace/shore property to facilitate safe demolition, guarding against any movement, settlement or collapse of primary building, adjacent or attached building or excavation site; including but not limited to sloping, stepping, sheeting shoring, bracing, guardrailsystem and fences, footing, underpinning, weatherproofing, etc. The cost of labor to brace and shore (excluding engineering fees) must also be included in this figure.				
8.1	Temporary Sidewalk Shed		LF		
8.2	Temporary Fence		LF		
8.3	Underpinning		LF		
8.4	Sloping, Steppping, Sheeting, Shoring		LF		
8.5	Bracing		LF		
8.6	Construction Netting		SF		
8.7	Temporary Facility		LS		
8.8	Additional Site Conditions		LS		
8.9	Concrete Sidewalk		SF		
9	Utility Disconnection. Provide complete set up for disconnection of all utilities including gas, water supply, sewer, and electricity.		Per Site		
10	Exterminate Rodents using approved methods prior to commencement of demolition work - allowance.		Per Site		
11	Demolish Below Ground Structure. Completely demolish all existing structures below grade including, but not limited to, foundations, piling, pile caps, piers, pads, tie backs, and anchors, basement walls and floors, drywells and sumps. Perform demolition operations by hand, in lieu of by machinery, where required to avoid damage to existing adjacent properties.		CF		
11.1	Demoliton by Hand				
11.2	Machinery Demolition				
12	Demolish Above Ground Structure. Completely demolish all existing structures above ground including but not limited to paving and appurtenances above-ground within the property lines. Perform demolitions operations by hand, in lieu of by machinery, where required to avoid damage to existing adjacent properties, including existing superstructure as per existing conditions such as masonry, wood, concrete, steel, etc.		CF		
12.1	Demoliton by Hand				
12.2	Machinery Demolition				
13	Disposal and Containment. Properly maintain site and promptly remove all demolished materials, equipment and debris from the site and legally dispose of offsite.		TON		
14	Grading. Backfill voids with approved compacted fill material after demolition work is completed.		EA		
15	Grass and Plants. Provide approved topsoil material as required and grade as required to provide positive natural drainage within the property lines. Provide grass lawn seeding, Sodding and other plant materials with in property lines as required by NYC DOB and NYS DEC. Provide fertilizer and watering as required until grass is established. Prune existing trees to remain.		SF		
16	Fencing. Provide approved permanent fencing as required by NYC DOB and NYS DEC (6) inches inside property lines as required to fully secure the site from unauthorized access. Provide approved swing or slide gate(s) as required to permit access by lawn-moving equipment. Provide approved combination locks or gate(s) and furnishing combinations(s) to Owner.		LF		
17	Miscellaneous. Provide any other item, service or work necessary to allow Owner to accept completed Work in accordance with the Contract.		LS		
18	Additional Site Conditions.		LS		
	TOTAL				

NOTES:

- Contractor is responsible for all plans, permits, approvals, mitigation, removal and sign-offs required by Federal, State and City agencies necessary to restore the site to an empty lot.
- Unit prices shall include General Conditions, Overhead, Profit, Insurance, Bond, etc.

AFFIDAVIT OF COMPLIANCE

Qualified Bidder Name

The above-named Qualified Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.

2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) 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; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) 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.

3. No councilman 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.

4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as page 9 of this Bid Booklet.

The bidder hereby affirms that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.

5. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by Project Rebuild, Inc. ("PRI") and the Contract awarded to him, he and his subcontractors engaged in the performance: (1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220a of the New York State Labor Law, as more expressly and in detail set forth in the Agreement; (2) will comply with Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective dates, and (4) will post notices to be furnished by PRI, setting forth the requirements of the aforesaid laws 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 to be furnished or rendered by the Contractor have been finally accepted by PRI. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).

6. Compliance Report

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that his attention has been specifically drawn to Executive Order No. 50, dated, April 25, 1980, on Equal Employment Compliance of the contract, and (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with: (1) the provision of the contract on providing records, Chapter 8.

7. By submission of this bid, the bidder certifies that it now has and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.

8. In accordance with Section 165 of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 165 of the State Finance Law, shall not be utilized in the performance of this Contract, except as the same are permitted by the foregoing provision of law.

9. The bidder has visited and examined the site(s) of the work and has carefully examined the Contract in the form approved by PRI, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract, for the prices set forth in the Bid Schedule.

**AFFIDAVIT OF COMPLIANCE
(TO BE NOTARIZED)**

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

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

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

(Signature of the person who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

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

I am a member of _____ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

(Signature of Partner who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

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

I am the _____ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at _____

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

(Signature of Corporate Officer who signed the Bid)

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

Notary Public

AFFIRMATION OF RESPONSIBILITY

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

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: _____

Address: _____

City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

C- Corporation
EMPLOYER IDENTIFICATION NUMBER

By: _____
Signature

Title: _____

If a corporation, place seal here

This affirmation must be signed by an officer or duly authorized representative.

*Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security 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.

BID PROPOSAL DATA SHEET

**BID FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY
AND REQUIRED FOR DEMOLITIONS FOR 1- to 4- FAMILY HOMES AS FOLLOW:**

PROJECT APP-ID: _____

Name of Qualified Bidder: _____

Date of Bid Opening: _____

Bidder is: (Check one, whichever applies) Individual () Partnership () Corporation ()

Place of Business of Bidder: _____

Bidder's Telephone Number: _____

Residence of Bidder (If Individual): _____

If Bidder is a Partnership, fill in the following blanks:

Names of Partners	Residence of Partners
_____	_____
_____	_____
_____	_____

If Bidder is a Corporation, fill in the following blanks:

Organized under the laws of the State of _____

Name and Home Address of President: _____

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: _____

List of Subcontractors Form

Qualified Bidders must disclose all subcontractors that will be used in the performance of the Demolition project, including but not limited to demolition subcontractors, environmental consultants, etc. Fill out form completely and use as many forms as necessary to list ALL subcontractors and subconsultants.

Prime Contractor:

Contractor Name: _____

Subcontractors / Subconsultants:

Contractor Name: _____
EIN/Tax ID Number: _____
Email Address: _____
Office Phone: _____
Fax Number: _____
Address: _____
City: _____ State: _____ Zip: _____

Contractor Name: _____
EIN/Tax ID Number: _____
Email Address: _____
Office Phone: _____
Fax Number: _____
Address: _____
City: _____ State: _____ Zip: _____

Contractor Name: _____
EIN/Tax ID Number: _____
Email Address: _____
Office Phone: _____
Fax Number: _____
Address: _____
City: _____ State: _____ Zip: _____

BIDDER QUALIFICATION STATEMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID

Failure to submit this form, completed, prior to award of Contract may render your bid non- responsive.

A bidder will not be considered qualified and his bid will be non-responsive if the responses submitted on this form indicate (a) that the bidder will not be able to commence and finish the Contract Work promptly and (b) that the bidder has taken on or will be taking on so much work that, in the opinion of PRI, the bidder will not be able to perform in accordance with the terms of the Contract.

It is presently expected that work will commence on _____(the “Start Date”) and that work will be completed on _____(the “Completion Date”). These dates are estimates only which do not constitute a contractual obligation.

(1) (a) Will you be able to commence work on the Start Date?

_____ _____
YES NO

(b) Will you be able to finish work on the Completion Date?

_____ _____
YES NO

(2) What is the total number of contracts (both public and private sector) under which you will be performing on the Start Date? _____ What is their total dollar amount? _____

(3) What is the number of additional contracts (both public and private) under which you anticipate being obligated to start work before the Completion Date? _____ What is their anticipated total dollar amount? _____

(4) How many qualified employees do you have who could work on this Contract? _____

(5) How many of those qualified employees will be assigned to the Contract on the Start Date and for each business day until the Completion Date? _____

(6) How many additional qualified employees will be working on this Contract before the Completion Date? _____.

(7) How many qualified full-time supervisory employees or managers will be assigned to this Contract each business day? _____.

(8) What percentage of the materials required for the total Contract will you have available for this Contract on the Start Date? _____.

(9) What percentage of the materials required to start this Contract will you have available on the Start Date? _____.

(10) Do you have the liability insurance and other insurance required by the Contract?

YES NO

If not, can you obtain it by the Start Date:

YES NO

(11) Do you have the financial resources to continue working on this Contract while awaiting payment for work performed on this or other contracts?

YES NO

(12) Will you subcontract any portion of the contract work?

YES NO

If so, approximately how much? _____

If a portion of the Contract is to be subcontracted, the qualifications of the subcontractor will be considered in determining whether the prime contractor is qualified.

(13) Are you performing all work on other contracts with the City in a timely manner?

YES NO

(14) Do you meet all qualification requirements set forth in the Scope of Services?

YES NO

In determining a bidder's qualifications, PRI reserves the right to ask for additional information from a bidder.

(15) A bid may be deemed non-responsible and not considered for award of the Contract, if the bidder does not comply with each of the following requirements:

- (a) At present, the bidder must be performing all work on other contracts with the City in a timely manner.
- (b) The bidder must meet with HPD's Office of Equal Opportunity, if necessary, on the first available meeting date.
- (c) The bidder or a principal of the bidder must have three years' experience, or such other years of experience as may be set forth in the Scope of Services, in the type and magnitude of Work required by the Contract. (If no years of experience are set forth in the Scope of Services, then the bidder must have at least three (3) years of experience.)
- (d) The bidder must meet all qualification requirements set forth in the Scope of Services.

(16) If the bidder misrepresents any of the information required to be provided on this form, then:

- (a) the bid may be deemed non-responsible; and/or
- (b) it may be deemed a default of the Contract awarded in reliance on this qualification statement; and/or
- (c) any future bid submitted by the bidder may be deemed non-responsible.

BIDDER: _____

By: _____

Print Name: _____

Print Title: _____

BID BOND FORM

NOTE: BID BOND IS NOT REQUIRED FOR ANY BID WHICH DOES NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(the "Principal"), and _____
(the "Surety"), are held and firmly bound to Project Rebuild, Inc. (the "Owner"), or to its successors and assigns in the penal sum of ____ Dollars (\$_____) lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal is about to submit (or has submitted) to the Owner the accompanying proposal (the "Proposal"), hereby made a part hereof, to enter into a contract in writing for _____
_____.

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

(a) Within ten (10) days after notification by the Owner execute and deliver all the executed counterparts of the contract in the form set forth in the Contract Documents, in accordance with the Proposal as accepted; and

(b) Furnish a performance bond and separate payment bond (collectively, the "Payment and Performance Bonds"), as may be required by the Owner for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory to the Owner in all respects and shall be executed by good and sufficient sureties; and

(c) In all respects perform the agreement created by the acceptance of the Proposal as provided in the article entitled "Information for Bidders," bound herewith and hereby made a part hereof, or if the Owner shall reject the Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

In the event that the Proposal shall be accepted and the Contract be awarded to him, the Surety hereunder agrees subject only to the payment by the Principal of the premium therefor, if requested by the Owner, to write the Payment and Performance Bonds in the form set forth in the Contract Documents.

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

There shall be no liability under this bond if, in the event of the acceptance of the Proposal by the Owner, either a performance bond or a payment bond, or both, shall not be required by the Owner on or before the thirty-ninth (39th) day after the date on which the Owner signs the Contract.

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

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

(Seal)

Principal

By: _____

Surety

By: _____

ACKNOWLEDGMENT OF PRINCIPAL

State of New York

)ss:

County of New York

On the _____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally _____ appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

INFORMATION FOR BIDDERS

Table of Contents

Article 1	Description and Location of Work.....	3
Article 2	Time and Place for Receipt of Bids	3
Article 3	OMITTED	3
Article 4	Invitation for Bids and Contract Documents	3
Article 5	OMITTED	3
Article 6	Contact.....	3
Article 7	Bidder's Oath.....	4
Article 8	Examination and Viewing of Site and Consideration of Other Sources of Information.....	4
Article 9	Examination of Proposed Contract	4
Article 10	Form of Bids	5
Article 11	Bid Document Quality	5
Article 12	Irrevocability of Bid.....	6
Article 13	Acknowledgment of Amendments	6
Article 14	Bid Samples and Descriptive Literature	6
Article 15	Proprietary Information/Trade Secrets.....	6
Article 16	Pre-Opening Modification or Withdrawal of Bids.....	6
Article 17	Bid Evaluation and Award.....	7
Article 18	Late Bids, Late Withdrawals and Late Modifications.....	7
Article 19	Withdrawal of Bids	7
Article 20	Mistake In Bids	7
Article 21	Low Tie Bids.....	8
Article 22	Rejection of Bids	8
Article 23	Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Awards.....	9
Article 24	Affirmative Action and Equal Employment Opportunity	9
Article 25	Procurement and Sourcing Solutions Portal (Passport) Disclosure Filing <i>(formerly known as Vendor Information Exchange System (Vendex) Forms or Certificate of No Change)</i>	9
Article 26	Complaints About Bid Process	9
Article 27	Bid, Performance and Payment Security	9
Article 28	Failure to Execute Contract and Furnish Security	10
Article 29	Power of Attorney.....	10
Article 30	Bidder Responsibilities and Qualification	10
Article 31	OMITTED	11

Article 32	Labor Law Requirements.....	11
Article 33	Insurance.....	11
Article 34	Lump Sum Contracts.....	11
Article 35	Unit Price Contracts.....	11
Article 36	OMITTED.....	11
Article 37	License and Permits.....	12
Article 38	Multiple Prime Contractors.....	12
Article 39	OMITTED.....	12
Article 40	Bid Submission Requirements.....	12
Article 41	Prompt Payment.....	12
Article 42	OMITTED.....	12
Article 43	OMITTED.....	12
Article 44	OMITTED.....	12
Article 45	OMITTED.....	12
Article 46	Limit to the Number of Contract Awards.....	12

SUPPLEMENTAL INFORMATION FOR BIDDERS

Article I	Prevailing Wages.....	13
Article 2	Compliance with the Americans with Disabilities Act.....	13

ARTICLE 1 DESCRIPTION AND LOCATION OF WORK

The description and location of the work for which bids are requested are specified on the Invitation to Bid Form for Demolition projects.

ARTICLE 2 TIME AND PLACE FOR RECEIPT OF BIDS

2.1 Sealed bids shall be received on or before the date and hour specified on the Invitation to Bid Form and shall be publicly opened and read aloud in the presence of any bidders who may desire to be present.

2.2 All completed bids must be submitted in a sealed envelope marked with the name and address of the person, firm or corporation presenting it, the bid opening date and time specified for receipt of bids, the solicitation number and bid title. All bids and all other documents requiring signature must be signed and notarized, as specified.

ARTICLE 3

OMITTED

ARTICLE 4 INVITATION TO BID AND CONTRACT DOCUMENTS

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

- A. The Advertisement and Proposal for Bids
- B. The Bid.
- C. The Agreement, including all exhibits attached thereto.
- D. The Scope of Work
- E. All addenda issued by PRI prior to the receipt of bids.
- F. All provisions required by law inserted in this Contract whether actually inserted or not.
- G. The Notice of Award.
- H. Performance and Payment Security.
- I. Notice to Proceed with Work.
- J. Information for Bidders.
- K. General Conditions.

4.2 Paper Copies of the Bid Documents. Copies of the bid documents will be available through Dropbox and sent via email. A paper copy will be made available from PRI, if requested.

ARTICLE 5

OMITTED

ARTICLE 6 CONTACT

Any questions or correspondence relating to this bid solicitation shall be addressed to the Contact Person specified in Invitation to Bid.

ARTICLE 7 BIDDER'S OATH

7.1 The bid shall be properly signed by an authorized representative of the bidder and the bid shall be

verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

- 7.2 A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any contract between PRI and the bidder.

ARTICLE 8 EXAMINATION AND VIEWING OF SITE AND CONSIDERATION OF OTHER SOURCES OF INFORMATION

- 8.1 Pre-Bidding (Investigation) Viewing of Site. Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under this Contract which were or should have been indicated to a reasonably prudent bidder.
- 8.2 Changed Conditions. Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from known conditions or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by PRI, which conditions will materially affect the cost of the work to be done under the Contract, the attention of PRI must be called immediately to such conditions before they are disturbed. PRI shall thereupon promptly investigate the conditions. If he/she finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by PRI, the Contract may be modified with his/her written approval.

ARTICLE 9 EXAMINATION OF PROPOSED CONTRACT

- 9.1 Request for Interpretation or Correction. Prospective bidders must examine the Contract Documents carefully and before bidding must request PRI 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 PRI may decide to include, will be issued in writing by PRI as an addendum to the Contract, which will be sent to each person recorded as having received a copy of the Contract Documents from PRI, and which also be posted at the place where the contract documents are available for the inspection of prospective bidders. Upon such mailing or delivery and posting, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.
- 9.2 Only PRI's Interpretation or Correction Binding. Only the written interpretation or correction so given by PRI shall be binding, and prospective bidders are warned that no other officer, agent or employee of PRI is authorized to give information concerning, or to explain or interpret, the Contract.
- 9.3 Subcontractor Solicitation. Documents given to a Subcontractor for the purpose of soliciting the Subcontractor's bid shall include either a copy of the bid cover or a separated information sheet setting forth the Project name, the Contract number (if available), and the Project's location.

ARTICLE 10 FORM OF BIDS

- 10.1 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 Council member 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 the 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 or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

- 10.2 The Bid shall be typewritten or written legibly in ink. The Bid shall be signed in ink. Erasures or alterations shall be initialed by the signer in ink. Failure to conform with the requirements of this Article 10 shall result in rejection of the bid.

ARTICLE 11 BID DOCUMENT QUALITY

- 11.2 OMITTED

- 11.3 The proposal (bid) and all appendices, supporting documents and related materials included as part of proposal (bid) submissions:

- a) Shall not be bound with glue, spiral combs, tape, staples or other permanent binding materials.
- b) Shall be restricted to either 8.5" x 11" or 8.5" x 14" page sizes and shall not contain materials, including divider tabs which are larger than or unfold to dimensions larger than these standard sizes. (8.5" x 11" paper is strongly preferred.)
- c) Shall incorporate a Table of Contents.
- d) OMITTED
- e) Shall be readily decipherable. Off center, third and fourth generation photocopies, and poorly printed copies shall not be acceptable.
- f) Shall avoid the use of colored paper stock and/or fluorescent highlighting.

- 11.4 Alternatively to paragraphs 11.3(a) through (f), above, proposers (bidders) may wish to comply with this requirement by emailing the bid submission to info@neighborhoodrestore.org. Sections 11.3 (c) and (e) will still apply.

- 11.5 Proposers (Bidders) shall ensure that every page in the proposal (bid), including all appendices and attachments, be numbered consecutively to facilitate reference and review by the evaluation and selection committee, as appropriate.

- 11.6 Proposers (Bidders) shall ensure that proposal (bid) submissions do not incorporate materials which are overly repetitive and superfluous or unnecessarily inflate the proposal text.

ARTICLE 12 IRREVOCABILITY OF BID

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Articles 16 and 20, below.

ARTICLE 13 ACKNOWLEDGMENT OF AMENDMENTS

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

ARTICLE 14 BID SAMPLES AND DESCRIPTIVE LITERATURE

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract 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 the Contract Documents.

ARTICLE 15 PROPRIETARY INFORMATION/TRADE SECRETS

- 15.1 The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by PRI. 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 work "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.
- 15.2 All such materials so indicated shall be reviewed by PRI 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 terms of payment shall be publicly available after bid opening regardless of any designation of confidentiality made the bidder.

ARTICLE 16 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn by written notice, before the time and date set forth in the bid opening. An email or facsimile modification or withdrawal shall be effective provided it was received prior to bid opening date.
- 16.2 OMITTED

ARTICLE 17 BID EVALUATION AND AWARD

- 17.1 In accordance the terms and conditions of this Invitation For Bids, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements set forth in the Invitation For Bids, and whose bid price is the lowest bid price.
- 17.2 Restrictions. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids if that bid is not also the lowest bid price.
- 17.3 For award, Contractor must have a current Safety Registration Number and a Demolition Endorsement in good standing issued by the New York City Department of Buildings.

ARTICLE 18 LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS

- 18.1 Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered.
- 18.2 The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to PRI shall be considered at any time it is received.

ARTICLE 19 WITHDRAWAL OF BIDS

Except as provided for in Article 16 above, a bidder may not withdraw its bid before the expiration of forty five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, PRI 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 PRI. If such notice is given to PRI, and the request to withdraw is granted the bidder waives all claims in connection with this Contract.

ARTICLE 20 MISTAKE IN BIDS

20.1 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 Article 16 above.

20.2 Mistakes Discovered After Bid Opening.

- A. Where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of PRI if the following conditions are met:
 - i. The mistake is known or made known to PRI prior to the awarding of the Contract or within three days after the opening of the bid, whichever period is shorter; and
 - ii. The price bid was based on an error of such magnitude that enforcement would be unconscionable as determined in writing by PRI; and
 - iii. The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
 - iv. The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
 - v. it is possible to place PRI in status quo ante.
- B. Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of that bid. Thereafter, PRI may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.
- C. If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that are clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

ARTICLE 21 LOW TIE BIDS

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

- A. Award to a certified small minority or woman-owned business entity bidder;

21.2 If two or more bidders still remain equally eligible after application of paragraph 21.1A above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

ARTICLE 22 REJECTION OF BIDS

22.1 Rejection of Individual Bids. PRI may reject a bid if:

- A. The bidder fails to furnish any of the information required pursuant to Article 26 or 31 hereof; or if
- B. The bid is determined to be non-responsive; or if
- C. The bid, in the opinion of the Contracting Officer, 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 Section 18.

22.2 Rejection of All Bids. PRI may reject all bids and may elect to resolicit by bid

ARTICLE 23

OMITTED

ARTICLE 24 AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 25 PROCUREMENT AND SOURCING SOLUTIONS PORTAL (PASSPort) DISCLOSURE FILING

(formerly known as Vendor Information Exchange System (VENDEX) Forms or Certificate of No Change)

All bidders should complete an online disclosure process to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. In anticipation of awards, proposers must create online accounts in the new Procurement and Sourcing Solutions Portal (PASSPort) and file all disclosure information. Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings. For more information about PASSPort, please visit nyc.gov/passport.

ARTICLE 26 COMPLAINTS ABOUT BID PROCESS

Any contractor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Department of Housing Preservation and Development (HPD), having an office at 100 Gold Street, New York, New York, 10038.

ARTICLE 27 BID, PERFORMANCE AND PAYMENT SECURITY

27.1 Bid Security. PRI does not require a Bid Security for any bid which does not exceed \$100,000. A 5% bond or deposit is submitted when the total contract exceeds \$100,000. Bid security shall accompany the bid in the bid envelope. Bid security shall be returned to unsuccessful bidders.

27.2 Performance Security. PRI may require performance security in the amount of the individual work order, for 100% of the total scope price when the total scope exceeds \$100,000. The performance security shall be delivered by the Contractor to PRI at the same time the Contract is signed by PRI.

If the Contractor fails to deliver the required performance security, the award shall be rescinded, its bid security shall be enforced and award of the Contract may be made to the next lowest responsive and responsible bidder or the Contract may be rebid.

27.3 Payment Security. Payment security is required in the amount of the individual work order, for 100% of the total scope price when the total scope exceeds \$100,000. Payment security shall be delivered by the Contractor to PRI at the same time the Contract is signed by PRI. If the Contractor fails to deliver the required payment security, the award shall be rescinded, bid security enforced, and award of the Contract may be made to the next lowest responsive and responsive bidder or the Contract may be rebid.

27.4 Acceptable Security. Acceptable security for bids, performance and payment shall be limited to:

- A. a one-time bond in a form satisfactory to PRI;
- B. a bank certified check or money order;
- C. City Bonds;
- D. Letter of Credit in a form satisfactory to PRI; or
- E. other financial instruments as determined by PRI.

ARTICLE 28 FAILURE TO EXECUTE CONTRACT AND FURNISH SECURITY

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the 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 PRI, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such contract shall be subsequently awarded, including the cost of any required 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. Further, should the bidder's failure to comply with this Article cause any funding agency, body or group (Federal, State, City, public, private, etc.) to terminate, cancel or reduce the funding on this Project, the bidder in such event shall be liable also to PRI for the amount of actual funding withdrawn by PRI on this Project less the amount of the forfeited deposit.

ARTICLE 29 POWER OF ATTORNEY

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

ARTICLE 30 BIDDER RESPONSIBILITIES AND QUALIFICATION

30.1 Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Contract Documents.

30.2 PRI 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 PRI to ascertain the bidder's responsibility and capability to perform the contract. If required, a bidder must also submit a sworn statement setting forth such information

as PRI may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

- 30.3 Oral Examination on Qualifications. In addition thereto, and when directed by PRI, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by PRI in relation to his proposed tentative plan and schedule of operations, and such other matters as PRI 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 collections as such person may desire to make.
- 30.4 If the bidder fails or refuses to supply any of the documents or information set forth in this Article hereof or fails to comply with any of the requirements thereof, PRI may reject the bid.

ARTICLE 31

OMITTED

ARTICLE 32 LABOR LAW REQUIREMENTS

The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations, including but not limited to providing on-the-job training opportunities and payment of prevailing wages (Exhibit A to the contract - §220 prevailing wage schedule).

ARTICLE 33 INSURANCE

Bidders are advised that the insurance requirements contained herein are regarded as a material term of this Contract. During performance and up to the date of Final Acceptance, the Contractor must effect and maintain with companies licensed to do business in the State of New York, the types and amounts of insurance specified in the General Conditions (Exhibit B to the Contract).

ARTICLE 34 LUMP SUM CONTRACTS

- 34.1 Comparison of Bids. Bids on lump sum contracts will be compared on the basis of the lump sum price bid per project, adjusted for alternate prices bid, if any.
- 34.2 OMITTED
- 34.3 OMITTED

ARTICLE 35 UNIT PRICE CONTRACTS

- 35.1 Comparison of Bids. Bids on unit price contracts shall be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items multiplied by the corresponding unit prices, as set forth in the bid forms.
- 35.2 Variations from Bid. 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 shall exceed the estimated quantity by twenty-five (25%) percent, the Contractor shall immediately notify the PRI of such anticipated overruns.
- 35.3 OMITTED

- 35.4 The Contractor shall not be compensated for Work performed in excess of one hundred (100%) percent of the estimated quantities in the bid schedule without written authorization from PRI.

ARTICLE 36

OMITTED

ARTICLE 37 LICENSE AND PERMITS

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

ARTICLE 38 MULTIPLE PRIME CONTRACTORS

If more than one prime contractor will be involved on this Project, all contractors are required to examine the Invitation for Bid packages for all other parts of the Project.

ARTICLE 39

OMITTED

ARTICLE 40 BID SUBMISSION REQUIREMENTS

- 40.1 The forms contained in the Bid Package attached hereto, and listed on the Bid Proposal Form, are to be completed and submitted with the bid.
- 40.3 Non-compliance with any of the above bid submission requirements may result in the disqualification of the bid.

ARTICLE 41 PROMPT PAYMENT

- 41.1 The Contractor shall submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.
- 41.2 If the Contractor is paid interest, the proportionate share(s) of that interest shall be forwarded by the Contractor to its Subcontractor(s).
- 41.3 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 Owner for Work performed by the Subcontractor or Materialman under this Contract.
- 41.3.1 If Contractor fails to make any payment to any Subcontractor or Materialman within seven (7) Days after receipt of payment by the Owner pursuant to this Article 43.5, then the Contractor shall pay interest on amounts due to such Subcontractor or Materialman at the rate of interest in effect on the date such payment is made by the Contractor computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the Day immediately following the expiration of the seventh Day following receipt of payment by the Contractor from the Owner and shall end on the date on which payment is made.

41.4 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its Subcontractors or Materialmen for Work performed under this Contract in the same manner and within the same time period set forth above.

ARTICLE 42

OMITTED

ARTICLE 43

OMITTED

ARTICLE 44

OMITTED

ARTICLE 45

OMITTED

ARTICLE 46 LIMIT TO THE NUMBER OF CONTRACT AWARDS

Bidders may bid on any or all contracts to be awarded pursuant to this solicitation. However, PRI reserves the right to limit the number of contract awards to a bidder if it determines, in its sole discretion, that such bidder does not have the capacity to perform all of the contracts on which the bidder is the low bidder.

SUPPLEMENTAL INFORMATION FOR BIDDERS

ARTICLE 1 PREVAILING WAGES

If this Contract is being funded with federal funds, then the Contractor shall be required to pay each of its employees the minimum wages promulgated by the Comptroller of the City pursuant to Section 220 of the New York State Labor Law;

ARTICLE 2 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.

RIDER A
SCOPE OF WORK

The list below provides the overall scope of work that is required, and identifies potential scope of work items that may be included in work orders depending upon the nature of the structure(s) to be demolished and location of the site. The detailed scope of work information for each individual site will be identified in each individual work order.

Demolition of 1-to 4- Family Homes as follows:

1. Prepare and submit Demolition Permit application to any authority-having-jurisdiction, including the New York City Department of Buildings (NYC DOB).
2. Secure any required permit from any authority-having-jurisdiction, including freshwater and/or tidal wetland permits from New York State Department of Environmental Conservation (NYS DEC) under Article 24 and Article 25 of the Environmental Conservation Law (ECL) for work on sites in or adjacent to wetlands.
3. Delineate wetlands boundaries as required by NYS DEC for sites in or adjacent to wetlands.
4. Provide NYS DEC-approved stormwater runoff protection plan and methods for sites in or adjacent to wetlands, including site protection and sediment control measures.
5. Provide environmental testing and complete abatement including but not limited to asbestos, air monitoring and removal of above ground or underground storage tanks as required by NYC DOB and/or NYS DEC prior to commencement of demolition work.
6. Provide demolition plans.
7. Protect and maintain existing trees with trunk caliper exceeding eight (8) inches within the property lines. Protect and maintain existing grass lawn areas within the property lines. Nothing else is to remain on the site unless specifically noted in the Work Order.
8. Protect existing adjacent (outside of property lines) public ways, streets, utility infrastructure, structures, fences, driveways, sidewalks and boardwalks as required. Provide approved temporary sidewalk sheds, temporary fences and other temporary facilities as required. Restore existing adjacent items damaged by demolition work to condition existing prior to commencement of demolition work or replace concrete sidewalks, as needed.
9. Contact and coordinate with all applicable utility providers the disconnection and capping of all existing utility services within the property lines. Remove all existing utility infrastructure, above-ground and below-grade, within the property lines and backfill voids with approved compacted fill material.
10. Exterminate rodents using approved methods prior to commencement of demolition work.
11. Completely demolish all existing structures below grade including but not limited to foundations, piling, pile caps, piers, pads, tie backs, and anchors, basement walls and floors, drywells and sumps. Perform demolition operations by hand, in lieu of by machinery, where required to avoid damage to existing adjacent properties.

12. Completely demolish all existing structures above ground including but not limited to paving and appurtenances above-ground within the property lines. Perform demolition operations by hand, in lieu of by machinery, where required to avoid damage to existing adjacent properties, including existing superstructure as per existing conditions such as masonry, wood, concrete, steel, etc.
13. Promptly remove all demolished materials, equipment and debris from the site and legally-dispose of off-site.
14. Backfill voids with approved compacted fill material after demolition is completed.
15. Provide approved topsoil material as required and grade as required to provide positive natural drainage within the property lines. Provide grass lawn seeding, sodding and/or other plant materials within property lines as required by NYC DOB or NYS DEC. Provide fertilizer and watering as required until grass is established. Prune existing trees to remain.
16. Provide approved permanent fencing as required by NYC DOB or NYS DEC six (6) inches inside property lines as required to fully secure the site from unauthorized access. Provide approved swing or slide gate(s) as required to permit access by lawn-mowing equipment. Provide approved combination locks on gate(s) and furnish combination(s) to Owner.
17. Provide any other item, service or work necessary to allow Owner to accept completed Work in accordance with the Contract.
18. Additional Specifications/Items*:

*Additional items may be noted prior to, during or following site visit before due date. If after initial issuance, those items will be issued in an Amendment and sent to all bidders.

In summary, Contractor is responsible for all plans, permits, approvals, mitigation, removal and sign-offs required by Federal, State and City agencies necessary to restore the site to an empty lot.

SCOPE OF SERVICES FOR DEMOLITION

1.0 GENERAL

1.1 GENERAL CONDITIONS

- 1.1.1 This Contract will commence upon written Notice to Proceed and shall be for the period of two (2) years, with one (1) option to renew, at the sole discretion of Project Rebuild, Inc., hereinafter referred to as "Owner," for a period of up to one (1) year.
- 1.1.2 Contractor shall comply with all Federal, State, City and other applicable laws, and shall secure all required permits, certificates and licenses.

1.2 WORK ORDERS AND RESPONSE TIME

- 1.2.1 Notification of Work will be made to Contractor in the form of a work order. Work orders will be issued throughout the contractual period when and as required. Contractor shall refer to each individual work order for the response time, the location of the job site, and the general scope of Work. In the event of a verbally issued, emergency work order, Contractor shall proceed as directed by the Owner.
- 1.2.2 Owner reserves the right during the term of this Contract to determine the number of work orders to be issued. This Contract does not obligate Owner to

issue a required number of work orders.

- 1.2.3 Owner reserves the right during the term of this Contract to determine the nature of services to be included in work orders. They may constitute any part, all or none, of the services that are the substance of this Contract.
- 1.2.4 Within two (2) business days after notification by Owner that performance and payment security will be required for a particular Work Order, the Contractor shall provide documentation that such security has been requested from its bonding provider in the amount and type specified by Owner. Within ten (10) business days after such notification by Owner, the Contractor shall provide the required performance and payment security.
- 1.2.5 ADJUSTMENT TO WORK ORDER
 - 1.2.5.1 Site adjustments to work orders (additions/reductions to the work order scope) must be approved in writing by Owner prior to the start of such Work.
 - 1.2.5.2 Site adjustments to work orders for additional work shall be compensated by Owner wherever applicable.
 - 1.2.5.3 Site adjustments to work orders for a reduction in work shall be credited to Owner as per Contractor's bid price schedule wherever applicable.

1.3 PAYMENT REQUEST

- 1.3.1 The following information shall be included in the invoice for each payment request:
 - a. Nature of Work completed.
 - b. Affidavit and date of Work completed.
 - c. Original invoice (triplicate) showing the amount invoiced against and copy of work order Confirmation of Award.
 - d. Copies of documentation of the actual cost of performance and payment security paid by the Contractor, if applicable.
 - e. Certified Payroll documentation and Prevailing Wage Affidavit.
 - f. Certified Payroll documentation for any subcontractors utilized.
- 1.3.2 Each payment request shall include a grand total for all Work completed under the respective work order. Owner will inspect the Work performed, review the costs and approve or disapprove requests for payment in accordance with this Contract.

1.4 FEES & CHARGES

The following fees and charges will apply in addition to the bid amount for the following items set forth in the Bid Schedule:

- 1.4.1 **Mobilization Compensation Charge:** If, after Contractor has mobilized labor and materials to respond to a particular work order at a particular Site, such work order is cancelled for any reason by Owner, Contractor shall be entitled to submit a detailed bill of its costs for a service charge not to exceed five thousand dollars (\$5,000). Evaluation of such bill, and reimbursement therefor, shall be at the sole discretion of Owner.
- 1.4.2 In the event Owner shall require performance and payment security on a Work Order, Owner shall reimburse the reasonable and customary cost thereof actually paid by the Contractor and attested to by submitted documentation acceptable to Owner.

- 1.4.3 In the event an applicable rule or law shall require insurance coverage with higher limits or broader coverage than otherwise required by the contract for a particular work order (e.g.: due to the proximity of a structure exceeding a specified height threshold), Owner shall reimburse the reasonable and customary cost thereof actually paid by the Contractor and attested to by submitted documentation acceptable to Owner.

2.0 SPECIAL TERMS AND CONDITIONS

2.1 WORKMANSHIP AND MATERIALS

- 2.1.1 Where materials or workmanship are required by this Scope of Services or by a Work Order Scope to meet or exceed the specifically named code or standard, it is Contractor's responsibility to provide materials and workmanship that meet or exceed the specifically named code or standard. Owner reserves the right to reject items incorporated into a Work Order that fail to meet the specified requirements contained in this Scope of Services.
- 2.1.2 The Work must be completed in accordance with the accepted practices and standards of the trade, and with regard to the materials and equipment used in accordance with the manufacturer's recommendations.

2.2 APPLICABLE STANDARDS

All Work shall be conducted in accordance with the applicable provision(s) of Federal, State, City and Agency Laws, Regulations and Standards, including but not necessarily limited to:

- 2.2.1 Occupational Safety and Health Administration ("OSHA");
- 2.2.2 DOHMH regulations promulgated under Section 173.14 of the NYC Health Code;
- 2.2.3 Department of Environmental Protection of the City of New York ("DEP") Regulations;
- 2.2.4 Department of Buildings of the City of New York ("DOB") and HPD Codes and Specifications;
- 2.2.5 Department of Labor of the State of New York ("DOL") Regulations;
- 2.2.6 Department of Environmental Conservation of the State of New York ("DEC") Regulations regarding industrial waste collector registration Title 6, Part 364 of the New York Codes, Rules, and Regulations (6NYCRR364);
- 2.2.7 National Fire Protection Association ("NFPA");
- 2.2.8 United States Department of Labor Standard Safety and Health Regulations for Construction, as set forth in the Federal Register, Vol. 36, number 75, Part II as issued in Washington D.C.;
- 2.2.9 American National Standards Institute ("ANSI"); and
- 2.2.10 All other Federal, State and local laws, regulations, codes, and standards, as applicable, and as may be revised or added during the term of this Contract. In the event of such changes, Contractor must comply within the timeframes established by the laws, regulations or codes. In such cases, Contractor may request a change order in accordance with change order provisions of this Contract.
- 2.2.11 Should Federal, State, and local laws or regulations require additional training, certifications, or licensing during the term of this Contract, Contractor must comply with such requirements within the deadlines of such laws or regulations.

2.3 QUALIFICATIONS

- 2.3.1 Contractor must be licensed by the New York City Business Integrity Commission for the disposal of "C & D Waste" or shall engage subcontractors so licensed to dispose of such waste.
- 2.3.2 Contractor must have a minimum of three (3) years' experience in building demolition at worksites.
- 2.3.3 Owner reserves the right, before award of this Contract, to verify the above to its satisfaction. Failure to meet the above requirements may result in a determination of non-responsibility.

2.4 RESPONSE TIME

NOTE: TIME OF THE ESSENCE. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance

- 2.4.1 Upon notification to proceed with this Contract, Owner will provide Contractor with a list of Owner personnel responsible for coordinating demolition projects and those persons authorized to approve any changes to this Scope of Services or a work order scope.
- 2.4.2 In the case of a non-emergency demolition, contractor shall visit the subject location to verify the work order scope within twenty-four (24) hours of receipt of the work order.
- 2.4.3 Work shall commence and be completed as per Owner's established duration period on the work order or as directed by the Owner.
- 2.4.4 In the event that Contractor identifies discrepancies or ambiguities between the actual Work versus the scope on the work order, Contractor must immediately notify the
Owner to have a joint inspection at the site in order to clarify the discrepancies.
- 2.4.5 Should Contractor fail to adhere to the Response Times, liquidated damages will be assessed in accordance with the Contract.

RIDER B

PAYMENT BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS, That we,

hereinafter referred to as the "Principal" and

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to PROJECT REBUILD, INC., hereinafter referred to as "PRI" or to its successors and assigns, in the penal sum of:

\$ _____.

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for:

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

PAYMENT BOND

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

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

b) Materials and supplies (whether incorporated in the permanent (construction or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any Subcontractors at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be null and void; otherwise to remain in full force and effect. This bond is subject to the following additional conditions, limitations and agreements:

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

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

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

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

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

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

And the Surety (Sureties) for value received, for itself and its successors and assigns, hereby stipulates and

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

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

(SEAL) _____ (L.S.)
Principal
By: _____

(SEAL) _____ (L.S.)
Principal
By: _____

(SEAL) _____ (L.S.)
Principal
By: _____

(SEAL) _____ (L.S.)
Principal
By: _____

(SEAL) _____ (L.S.)
Principal
By: _____

BOND PREMIUM RATE: _____

BOND PREMIUM COST: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners. If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There should be executed an appropriate member of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, _____

before me personally came _____ to me known, who, affirms or being by me duly sworn did depose and say that he/she resides at

that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL - IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____

before me personally appeared _____

to me known, and known to me to be one of the members of the firm of:

_____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____

before me personally appeared _____
to me known, and known to me to be the person described in and who executed the foregoing instrument
and acknowledged that he/she executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by:

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

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATIONS OF SURETIES

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____

hereinafter referred to as the "Principal,"

and, _____

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

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

WHEREAS, The Principal is about to enter, or has entered, into a Contract in writing with PRI for

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless PRI from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay PRI for all outlay and expense which PRI may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be

recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from PRI that PRI has determined that the Principal is in default of the Contract, to (1) pay PRI the cost to complete the contract as determined by PRI in excess of the balance of the Contract held by PRI, plus any damages or costs to which PRI is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to PRI. The Surety (Sureties) further agrees, at its option, either to notify PRI that it elects to pay PRI the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from PRI and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between PRI and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from PRI of the cost of completion. The Surety and PRI reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay PRI the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if PRI makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay PRI the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor

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

(SEAL) _____(L.S.)
Principal
By: _____

(SEAL) _____(L.S.)
Principal
By: _____

(SEAL) _____(L.S.)
Principal
By: _____

(SEAL) _____(L.S.)
Principal
By: _____

(SEAL) _____(L.S.)
Principal
By: _____

(SEAL) _____(L.S.)
Principal
By: _____

Bond Premium Rate_____.

Bond Premium Cost_____.

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally

came _____ to me known, who, being by me duly sworn did
depose and say that he/she resides at _____

that he/she is the _____ of _____ the
corporation described in and which executed the foregoing instrument; and that he signed his name to the
foregoing instrument by order of the directors of said corporation as the duly authorized and binding act
thereof..

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL - IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally

came _____ to me known, who, being by me duly sworn did
depose and say that he/she resides at _____

that he/she is _____ partner of _____
a limited / general partnership existing under the laws of the State of _____
the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name
to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 2018 before me personally came _____

_____ to me known, who, being by me duly sworn did

depose and say that he/she resides at _____

_____ and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deed

RIDER C
General Conditions for Demolition Services
& Requirements Relating to Bonding, Damages, Guarantees & Insurance

ARTICLE 1
CONFLICT

In the event any of the provisions of the Contract shall be deemed to be in conflict with these General Conditions or shall create any ambiguity, then these General Conditions shall control.

ARTICLE 2
DEFINED TERMS

Except as otherwise provided herein, all defined terms in the Contract Documents are incorporated into these General Conditions.

ARTICLE 3
TIME OF ESSENCE

Inasmuch as the provisions hereof, and all of the other Contract Documents and Work Orders issued pursuant to this contract, relating to the times, performance and completion of the Work are for the purpose of enabling Owner to administer public safety efficiently and economically and in accordance with a predetermined program, all such time limits are of the essence of this Contract. Work must commence and be completed within the time frames indicated on any Work Order issued pursuant to this Contract.

ARTICLE 4
WORK INCLUDED

The Work shall include the furnishing of all labor, materials, equipment, insurance and services required or necessary for or incidental to the execution of all Work of whatever nature in accordance with the Contract Documents. The Work consists of the demolition and removal of certain buildings and structures, and other related operations, on various Sites located in the Boroughs of Brooklyn, Queens and Staten Island, City and State of New York, as assigned to the Contractor by Owner via Work Orders. It is understood that except as otherwise specifically stated in the Contract Documents or Work Order, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, power, transportation, superintendence and temporary construction of every nature whatsoever necessary to execute and complete the Work to be done under the Contract Documents.

ARTICLE 5
PROGRESS AND ORDER OF THE WORK. SUSPENSION OF WORK

The Owner may designate the first block or the first building or buildings within a block on which the Contractor shall commence Work, and may direct or alter from time to time the sequence of the performance of au the Work. All Work shall be performed in such order and by any such methods as will produce the best Workmanship, economy, safety, and speed. The Owner shall have the right, without giving the Contractor the right to any extra compensation, when in the judgment of the Owner the Work is not proceeding in accordance with the proper rate of progress, to require the Contractor to take such measures or adopt such methods as may be necessary, in the Owner's opinion, to obtain and maintain satisfactory progress. The failure of the Owner to demand that the Contractor adopt such measures shall not relieve the Contractor of his obligation to secure the rate of progress necessary to complete the Work within the time required by the Work Order. Furthermore, if at any time, it shall be impracticable or contrary to the interests of the City, in the judgment of the Owner, to proceed with or

continue the performance of the Work or any part thereof, whether or not for reasons for which either of the parties is responsible, the Owner may order the Contractor to suspend performance until such time as the deemed practicable to proceed.

ARTICLE 6
DETERMINING DATE OF COMPLETION

Final inspection of the Work by Owner shall be made within ten (10) days after receipt of the Contractor's written request therefor. The Work shall be deemed complete as of the date of such inspection, if, upon such inspection, HPD Inspector finds that no further Work remains to be done at the Site. However, if such inspection, in the judgment of Owner, reveals items of Work still to be performed, the Contractor shall promptly perform them and then request a reinspection. If, upon any reinspection, Owner determines that the Work is complete, the date of completion shall be deemed to be the actual date of such reinspection, which shall be made not more than ten (10) days after the date of the request therefor.

ARTICLE 7
CONDITION OF PREMISES

The Contractor shall accept the Site "as is" and shall perform work at the Site, as specified in the Work Order. The Owner assumes no responsibility for the condition of the buildings and structures on the Site, nor for their continuance in the condition existing at the time of the issuance of the Work Order or thereafter. All damage or loss whether by reason of fire, theft, or other casualty or happening, shall accrue to the Contractor from and after the date of the issuance of the Work Order. No such damages or loss shall relieve the Contractor from any obligation under this Contract to complete all Work as herein provided.

ARTICLE 8
RELEASE OF BUILDINGS TO CONTRACTORS

No building shall be demolished until title thereto, or judicial or administrative authority, shall have been vested in the **Owner**, the occupants thereof have vacated the same and the **Owner** shall have advised the Contractor of the buildings and structures on which Work may be commenced. Notwithstanding the failure or refusal of the **Owner** to make available to the Contractor all buildings and structures included in this Contract, the Contractor shall proceed with the work as specified in the Scope of Work as the **Owner** has made it available to them and they shall perform the Work in such order as the **Owner** or the HPD Demolition Inspector or other representative of the **Owner** shall require, at no additional cost or expense to the **Owner**. In case of the failure of the **Owner** to acquire title to any of the Site(s) included in this Contract or have any buildings or structures vacated by the occupant or occupants thereof, or in case of the failure or refusal of the **Owner** to release any of the buildings or structures included in this Contract to the Contractor for demolition, such buildings and structures may be omitted from the Contract and the Total Contract Price shall be adjusted in accordance with the provisions of the Contract relating to Work omitted.

ARTICLE 9
CONTRACTOR'S FIELD OFFICE

The Contractor may establish a temporary field office for its own use at the Site during the period of demolition, at which readily accessible copies of all Contract Documents shall be kept. It shall be located where it shall not interfere with the progress of any part of the Work. If a field office is established, there shall be a responsible and competent representative of the Contractor in charge thereof who is readily accessible and duly authorized to receive orders and directions and put them into effect.

ARTICLE 10
PERMITS

The Contractor shall make the necessary arrangements and at their own expense, secure and pay for and obtain all permits required for his Work, such as demolition, sheds, sidewalk, crosswalks, street, hydrants, removal of abandoned water taps, sealing of house connection drains, electrical, plumbing, gas and sewer permits as necessary and shall comply with all applicable Federal, State and Municipal Laws and Ordinances. Contractor shall also do all things necessary to close out such permits.

On a job where DOB has declared an Immediate Emergency the Contractor shall document to Owner that all required permits have been filed for within ten (10) calendar days of commencement of the Work. Otherwise, the Contractor shall file for permits upon notice to do so by Owner, and shall not commence demolition work until permits have been issued and Owner notifies contractor to proceed.

All wetland adjacent sites will require New York State Department of Environmental Conservation (“DEC”) freshwater and/or tidal wetlands permits under Article 24 and Article 25 of the Environmental Conservation Law (“ECL”). The contractor must retain a wetland delineation specialist to perform all necessary wetland delineations on and prepare all required supporting documents, including site survey detailing wetland extents, and erosion control plans.

ARTICLE 11 **TEMPORARY SERVICES**

- 11.1 Temporary Water: During the demolition of the building and structures the Work area shall be kept thoroughly wet down by the Contractor to prevent any dust and dirt from arising. The Contractor shall, at their own cost and expense, provide water lines for this purpose and furnish all connections that may be required. The Contractor shall obtain a hydrant permit from the City Department of Environmental Protection (“DEP”), prior to the commencement of the Work, which shall permit the use of water for the duration of the Contract. No work shall be commenced by the Contractor until the original hydrant permit and paid receipt bill or photocopy of such permit shall have been filed with the **Owner**. Upon completion of the Work, all temporary water or other lines installed by the Contractor shall be removed by the Contractor at their own cost and expense. The Contractor's application for final payments to the **Owner** shall be accompanied by a receipt from the DEP stating that all charges for water have been fully paid by the Contractor.
- 11.2 Temporary Toilet Facilities: Toilet facilities, if required, shall be furnished and maintained in a satisfactory operating condition by the Contractor at their own expense and the temporary toilet fixtures and enclosure shall be kept in a clean and sanitary condition and shall be in compliance with all sanitary regulations of the City and State health authorities.
- 11.3 Temporary Power: The Contractor shall provide all temporary power that may be required at the Site for its own use, including gas or diesel powered portable generators.

ARTICLE 12 **GENERAL REQUIREMENTS**

- 12.1 Except as provided in Article 22.1, all materials forming a permanent part of the buildings and structures to be demolished under this Contract shall become the property of the Contractor and shall be removed from the Site by Contractor at their sole cost and expense. Personal property, equipment, machinery, and trade or other fixtures which are or become the property of the **Owner** by virtue of purchase or condemnation by the **Owner**, or which the Commissioner shall determine has been abandoned by their owners, shall hereby become the property of the Contractor unless specifically designated otherwise by the Commissioner, and shall be removed from the Site by Contractor at their sole cost and expense. Otherwise, such personal property, equipment, machinery, and trade or other fixtures shall not become the property of the Contractor and shall not be removed from the Site by them.

- 12.2 Unless otherwise specified in this Contract, all structures of every nature, including buildings, garages and other obstructions within the lot lines included in this Contract, shall be demolished and removed to the following levels:
- 12.2.1 Structures adjacent to or bordering upon an existing sidewalk, to the existing elevation of the sidewalk curb;
 - 12.2.2 All other structures, to the elevation of the ground immediately adjacent thereto. (The bottom level of any areaway or yard below surrounding grade, however, shall not be considered ground level.);
 - 12.2.3 Where the applicable sidewalk curb or ground level referred to in (a) and (b) above is sloping, or at varying elevations or where the sidewalk adjoining or adjacent to one portion of such structures is at a different elevation from the ground immediately adjacent to other portions thereof, such demolition and removal shall conform to such slopes or varying elevations. The Contractor shall, however, demolish between varying elevations to a slope at such an angle as the Owner may direct.
- 12.3 Except as otherwise specifically provided in this Contract, all disputes and/or questions relating to the elevations or grades above referenced shall be submitted to and determined by the Commissioner, and the determination shall be final and binding on the Contractor for all purposes.
- 12.4 Masonry walls shall be demolished by the Contractor in small sections. Structural steel, cast iron framing, and heavy timber members, shall be individually removed and carefully lowered. All basement partitions: furnaces, heating apparatus and piping, stairways, and similar materials shall be removed from the Site. Demolition shall proceed in an orderly fashion starting on the roof of the building and working downward one floor at a time, in accordance with the City's Administrative Code. If manual demolition is specified by the Commissioner, such manner of demolition shall occur down to the first story level of the structure and may then continue by mechanical means. The Contractor shall provide sheet piling, shoring, bracing or any other means as may be necessary to ensure the stability of the walls and prevent collapse.
- 12.5 All obstructions such as fences, underground tanks, clothes poles, flag poles, frame work of any description (except trees) shall be removed by the Contractor at their own cost and expense regardless of whether a building exists on the lot where such obstructions are found.
- 12.6 All abandoned vehicles on the Site are to be removed by the Contractor unless otherwise instructed by HPD.
- 12.7 No buildings or structures shall be removed from the Site as a whole or substantially as a whole, but rather be completely demolished while within the Site.
- 12.8 All existing floors on earth or fill, except wood construction, shall be broken into pieces of less than one-half cubic yard by the Contractor, to the satisfaction of the Commissioner, but such pieces need not be removed. All wood construction shall be removed from the Site.

ARTICLE 13

PROTECTION OF ADJACENT STRUCTURES AND PROPERTY

- 13.1 The work shall be carried on in a manner that shall ensure that adjacent property is not damaged by falling debris or any other cause attributable to the Contractor's Work, and so as to not interfere with the use of adjacent buildings and structures or the free and safe passage to and from such buildings.
- 13.2 Before starting demolition of a building adjacent to another building(s) which is (are) to remain standing, the Contractor shall perform an inspection to determine the physical condition of the building(s) that are to remain standing. Upon request, a representative of the Commissioner will

accompany the Contractor.

- 13.3 The Contractor shall take every precaution to guard against any movement, settlement or collapse of adjacent buildings, and shall provide and place at their own expense, any bracing or shoring necessary or in connection therewith, and shall be solely and entirely responsible for the safety and support of such buildings and shall be solely liable for any such movement, settlement or collapse and any damage or injury caused thereby or resulting therefrom.
If at any time the safety of any adjacent building or structure shall appear to be endangered, the Contractor shall cease operations, notify the Commissioner and utilize all proper means to support such building or structure and shall not resume operations until permission has been secured in writing from the Commissioner. If the Commissioner considers additional bracing or shoring necessary to safeguard and prevent any such movement, settlement or collapse, then the Contractor shall promptly provide and place any such bracing or shoring. If the Contractor fails to promptly perform such work, such bracing and shoring may be placed by the Commissioner at the expense of the Contractor. In the event that additional bracing or shoring could not have been anticipated at the time the Contractor's bid was submitted, a change order authorizing the additional work and additional payment to the Contractor will be issued, in accordance with Article 26 of the Contract.
- 13.4 The Contractor shall take every precaution to guard against the movement, settlement, or collapse of any sidewalks or street passages adjoining the Site. The Contractor shall be liable for any such movement, settlement or collapse and shall promptly repair such damage when ordered by the Commissioner.
- 13.5 The Contractor shall repair, at their own expense, any damage to property of the **Owner** or any damage to property of any other person or persons on or off the Site by reason of the Contractor's work.
- 13.6 Where a building to be demolished is adjacent to another building which is to remain standing, the adjacent wall shall remain in its entirety, except as may be otherwise specified herein. The Contractor shall, at their own expense, perform the following Work in a competent and work person-like manner, where applicable to the building or buildings affected:
- 13.6.1 Bend over all anchors at beam ends in the standing party wall and brick up all open beam holes. Where, in the opinion of the Commissioner, conditions make it necessary, the Contractor shall add all required anchoring (ties) to party walls to ensure the integrity and safety thereof.
- 13.6.2 Remove all unnecessary chimney breasts and other projections and brick up all openings flush on the exposed side of the standing adjacent wall. Point and patch all masonry which is in poor condition, if required by HPD Demolition Inspector and/or Professional of Record.
- 13.6.3 Masonry and brick walls shall be weatherproofed by direct application of 2 coats of cementitious product (e.g. ThoroSeal®, or equal) in accordance with the manufacturer's directions.
- 13.6.4 Where walls which intersect the standing party wall are to be removed (such as front and rear walls), the walls to be removed are to be neatly cut at the face of the juncture with the standing party wall and the cut thus made is to be fully and neatly parged.
- 13.6.5 Any roofing, cornice, scupper and/or gutter, leader head and leader, or other existing arrangements for protection of a building against the elements, which is to be cut or disturbed by the removal of the adjacent building, is to be properly repaired and rendered serviceable for the purpose for which it was intended.
- 13.6.6 Existing party wall fire escape balconies shall not be demolished, removed or disturbed when such demolition, removal or disturbance will destroy the full effectiveness of such party wall balconies as a means of egress, unless and until the Contractor provides the structure with a legal fire escape or other means of egress meeting the requirements of the City agencies having jurisdiction thereof.
- 13.6.7 Lath and plaster or other wall finish on the exposed side of remaining wall shall be removed

to provide a proper nailing surface on the exposed edge of the studs and shall be performed in such manner that brick fill or other insulation (if present) is protected and preserved. A minimum thickness of 1/2" exterior grade plywood shall be attached to the face of the studs. The nailing to the studs shall comply with the applicable provisions of the City's Administrative Code. Noncorrosive or galvanized metal molding (z-bar) shall be provided to each horizontal joint to act as a flashing. The wall shall be weatherproofed by installation of a moisture barrier and rolled roof material or similar as accepted by the Department of Buildings. Other methods of providing adequate protection of the exposed party stud walls may be employed if approved by the Borough Superintendent of the City's Department of Buildings.

ARTICLE 14 **TEMPORARY SITE PROTECTION**

As directed by HPD Demolition Inspector and/or Professional of Record, the Contractor shall provide continuous protection of the site from commencement of the demolition until cleaning and grading has occurred and the site is completely leveled. Contractor shall ensure that the Site shall be enclosed along the lot lines and building lines using, as directed, any of the following forms of protection:

- (a) Sidewalk Shed: As required, a steel sidewalk shed shall be erected in compliance with the requirements of the provisions of the Administrative Code of the City of New York.
- (b) Tight board Fence: As required, must be uniformly erected to 8 feet high using 3" x 10" (nominal) lumber or plywood, with viewing panels as required by DOB. Materials must be tightly erected with no visible gaps. Secondhand material may be utilized by the Contractor if in good condition and approved by Owner prior to usage.
- (c) Barricade: As required, must be uniformly erected to 4 feet high using plywood or beams, or substitute materials acceptable to Owner. Materials must be tightly erected with no visible gaps. Secondhand material may be utilized by the Contractor if in good condition and approved by Owner prior to usage.
- (d) Construction Netting: This form of protection is only permitted, if approved by Owner, after complete demolition of building and only debris remains on the site. Contractor shall provide and install fire-retardant, non-corrosive knitted polyethylene vertical debris netting, hole openings one quarter inch (1/4"), weighing twenty-three pounds per hundred square feet (23lbs/100 sq ft), horizontal breaking strength two hundred fifty pounds (250 lbs). Netting must be secured to posts which are driven below the surface or must be secured in an equivalent manner.

ARTICLE 15 **PERMANENT FENCES**

If permanent chain link or tightboard fencing of the Site after demolition is specified in the Scope of Work, the Contractor shall furnish and erect such permanent fencing enclosing the Site approximately along the lot lines of the Site. The fence shall be erected within 10 business days of completion of all other work on the site (i.e., cleaning and grading, party wall treatment, etc.). An extension of 10 days to erect the fence may be granted by Owner in response to a written request from the Contractor. The following materials shall be utilized for erecting permanent fences:

- (a) Permanent Chain Link Fence shall be 11 gauge 2" diamond mesh size, hot dipped galvanized with 1.2 ounces of zinc coating per square foot. Selvage shall be barbed at top and bottom. The fabric shall be one single width for the full height of the fence. Line posts shall be 2.375 inches outside diameter with a wall thickness of .076 and the weight per foot 1.87 lbs. hot dipped galvanized after fabrication, and shall be spaced not more than ten (10) feet apart. End, corner and gate posts shall be 2.875 inches outside diameter with a wall thickness of .110 inches and the weight per foot of 3.25 lbs. hot dipped galvanized after fabrication. Top rails shall be 1.625 inches outside diameter with a wall thickness of .072 and the weight per foot of 1.22 lbs., hot dipped galvanized after fabrication. Top rails shall not exceed 21 feet long, connected to each other via a sleeve with a wall thickness of .125 inches and shall be coupled with outside sleeve coupling to allow for expansion and contraction, and shall pass

through holes provided in fittings on all tops of line posts. A tension wire of No.9 gauge coil spring galvanized wire shall be stretched along the bottom of the fence and securely fastened to all posts and to fabric at intervals of not more than 2 feet. The chain link fabric of the fence shall be fastened securely to the top rail at intervals of not more than 14 inches. These ties shall be of high tensile strength galvanized wire No.9 gauge, or clamps, tension strips or galvanized bands as approved by HPD. Posts shall be set in concrete not less than 2 feet 6 inches deep. The footings shall be 12 inches in diameter at grade and not less than 14 inches in diameter at bottom of footings for all the line posts and for end posts. The bottom of footings for posts shall extend 6 inches below the bottom of the posts. The excavated postholes are to be completely filled with concrete. Upon completion of the permanent fence, the posts are to be plumb and in proper alignment and the fabric shall be stretched uniformly and be tight as possible, but not so tight so as to pull the materials out of shape.

- (b) Permanent Tightboard Fence shall be constructed 8 feet high of all pressure treated exterior grade wood, with viewing panels as required by DOB. Posts shall be 4" x 4" lumber, set in concrete or quick setting 30 inches deep at minimum, 4 feet on center. Top and bottom rails shall be 2" x 4" lumber, fastened to the posts with 3 inch exterior (deck) screws. 3/4" pressure treated exterior grade plywood shall be fastened to the rails with 2 inch exterior (deck) screws. Fence shall be painted two coats, both sides, with dark (forest) green exterior paint.
- (c) Permanent fencing to DEC specifications will be required of all wetland adjacent properties. Fencing specifications will be determined on a site by site basis.

ARTICLE 16

UTILITY LINES

- 16.1 The Contractor shall completely seal all storm or sanitary sewers leading from the structures which are to be demolished. All connections to sewers leading from buildings shall be sealed and capped at a point outside of the project lines and in full accordance with regulations of and to the satisfaction of the Departments of the **Owner** having jurisdiction thereof.
- 16.2 The Contractor shall remove all live water taps actually servicing the building(s) to be demolished to the satisfaction of DEP. The individual water taps shall be shut off prior to commencement of the Work and evidence of same shall be furnished to the Commissioner in the form of proper releases from DEP.
- 16.3 The Contractor shall carefully back fill and tamp all street openings made for the removal of water taps and bulk heading house drains, or for any other purpose. The Contractor shall maintain all street openings in a safe condition in strict accordance with all local laws and regulations until final acceptance.
- 16.4 All Work arising from or in connection with the performance of the provisions of 16.1, 16.2, and 16.3 shall be performed at such times and in such sequence as the Commissioner may direct.
- 16.5 Unless otherwise specified in the Scope of Work, Owner shall effect the disconnection of all other utilities: steam; gas; electric; telephone; cable television; and any other wires. The Contractor is responsible to ensure all such disconnections have been performed prior to commencing work on a work site.
- 16.6 The Contractor shall, until Final Acceptance of the Work, maintain and preserve all utilities traversing the Site.

ARTICLE 17

MAINTAINING TRAFFIC

The Contractor shall not close or obstruct streets, sidewalks, alleys or passageways unless it shall have first obtained all necessary municipal or other local permits therefor. No materials whatsoever shall be placed

or stored in streets, alleys or passageways. The Contractor shall conduct its operations so as to interfere as little as possible with the use ordinarily made of any roads, streets, driveways, sidewalks, and facilities. The Contractor shall provide, erect and maintain, at their own expense, all lights, barriers and sidewalk sheds as required by traffic regulations or local laws, or by the Commissioner.

ARTICLE 18
RODENT EXTERMINATION

The building(s) or structure(s) included in the Project shall be treated for the extermination of rodents and the exterminator shall file a certification to that effect with the City Health Department, except in the case of demolition work performed pursuant to a DOB Declaration of Emergency, for which such treatment and filing is waived.

ARTICLE 19
SIGNS

Upon the erection of the temporary site protection (i.e.: shed, Tightboard fence, barricade, etc.) a sign shall be immediately affixed thereto in accordance with DOB requirements. In addition, a "No Trespassing, Authorized Personnel Only" sign shall also be affixed to the temporary site protection. If the sidewalk has been closed off to pedestrian traffic by the Contractor, a directional sign (i.e.: Sidewalk Closed, etc.) shall also be affixed to the temporary site protection. If any required sign is not affixed or in the opinion of Owner is not satisfactory in any manner, Work shall immediately be ordered to stop.

ARTICLE 20
CLEAN UP

Upon completion of each day's work, the Contractor shall broom clean the sidewalk and/or the street not enclosed by the temporary site protection (i.e.: construction fences or barricades). In addition, upon completion of work the Contractor shall remove all tools and materials, plant, apparatus, temporary toilets and rubbish and debris of every sort, and shall leave the premises clean, neat and orderly, to the satisfaction of Owner.

ARTICLE 21
BACKFILL AND DEBRIS

- 21.1 Unless otherwise set forth in the Scope of Work or directed by the Owner, Contractor shall fill all basements, cellars, rear yards and areaways of the buildings demolished, as well as any areaways, vaults, exterior cellar stairs, coal holes and other openings beyond the building line, with acceptable debris or other acceptable material to grade level. Where such locations are within the sidewalk area, Contractor shall compact the fill to approximately four (4) inches below sidewalk grade, and shall finish off such locations with concrete to sidewalk level. All curbs and platforms within sidewalk areas, which form part of such openings as described above, and all other protruding structures or raised areas, shall be removed to sidewalk level. Clean masonry debris resulting from the demolition of a building may, if acceptable to the Owner, be utilized by the Contractor as fill material. Where the quantity of acceptable debris is insufficient to fill such openings, the Contractor shall supply and place additional acceptable material for this purpose, at their own expense.
- 21.2 All excess debris resulting from the Work performed under this Contract shall be removed from the Site at once and shall not be stored or permitted to accumulate on the Site. In the event the Contractor fails to remove excess debris within forty-eight (48) hours after it has been ordered to do so, the Commissioner, upon written notice to the Contractor and without being required to declare the Contractor in default, shall have the right to cause the same to be done in such manner as he may determine without the necessity of public bidding, and the cost of such shall be borne by the Contractor and deducted from any monies which may be due and owing to them. If there is not

a sufficient amount of monies owing to the Contractor, then they shall be liable for any deficiency.

ARTICLE 22
SALVAGE

- 22.1 "Salvage" shall be defined, for the purposes of these General Conditions, as any material or equipment resulting from the demolition of a building having intrinsic value to the Contractor. The Contractor shall remove any Salvage from the Site in accordance with the terms and conditions of any law, rule or regulation governing same. Notwithstanding anything to the contrary contained herein, the Contractor shall, if so directed by the Commissioner, surrender any Salvage or other material or equipment deemed an artifact.
- 22.2 If Salvage operators are employed by the Contractor, it is expressly understood: that salvage operators are not sub-contractors; that salvage operators shall not be on the site during actual demolition; that salvage operators shall not enter the site without the express permission and under the continuous supervision of the Contractor; that the Contractor shall be fully responsible for all activities of salvage operators; and that salvage operators shall not perform any demolition activities.

Article 23
MISCELLANEOUS

- 23.1 Hand/manual demolition will be required at all sites with limited or no street access, or with narrow and/or limited lot area. Final determination of what demolition type will be required/allowed will be made by the Owner Demolition Inspector and/or Professional of Record. Bulldozers, pay loaders, or other similar equipment may be used for the removal of debris and the grading of lots, and may be used for the demolition on only those sites with street access. In the event that the use of mechanical means is deemed necessary or desirable by the Commissioner, the Contractor shall be so advised and if appropriate, price adjustments will be made.
- 23.2 If mechanical means are to be utilized in accordance with Article 23.1 of these General Conditions, the Contractor shall obtain approval of a drawing of the site indicating the method and plan for demolition ("Means and Methods") prior to commencement of the work. When such filing is not required due to the issuance by DOB of an Immediate Emergency Declaration, the Contractor shall seek approval of such Means and Methods from the HPD Demolition Inspector, Professional of Record, and/or such representatives of DOB as may have authority over the worksite.
- 23.3 Owner shall designate as ready for demolition, by one or more written Notices to Proceed to the Contractor during the term of this Contract, one or more of the buildings described in the Scope of Work Although buildings may be designated by address or by block and lot number, the block and lot number shall govern. Before commencement of the demolition of any building, the Contractor shall independently verify its block and lot designations.
- 23.4 Immediately upon receipt of a "Notice to Proceed," the Contractor shall file proper application for all necessary permits to demolish each building referenced therein according to the method for demolition of such building set forth in the Scope of Work. The Contractor shall commence and complete the Scope of Work for such building(s) in accordance with timetables set forth in "Notice to Proceed." After commencement of demolition of any structure, the Contractor shall proceed continuously until demolition of such structure is completed in accordance with this Contract; provided, however, that if the Contractor is required by this Contract to demolish buildings located on adjoining lots simultaneously, the Contractor shall be required to proceed continuously with the Work on such lots considered as a single Site, and may suspend Work on a particular building for such reasonable time as is necessary to facilitate completion of demolition on all of said lots considered as a single site.

- 23.5 If the Contractor fails to proceed continuously to completion of Work on a Site and fails to resume Work thereon within forty-eight (48) hours after written notice from Owner to the Contractor, then Owner, without being required to declare the Contractor in default, may cause same to be done in such manner as Owner may determine without the necessity of public bidding, and the cost of such Work shall be borne by the Contractor and deducted from any monies which may be or may become due to the Contractor from Owner for any reason whatsoever, including, but not limited to payments otherwise due Owner. If there is not a sufficient amount of such monies at the time of completion of such Work, the Contractor shall be liable for the deficiency and shall pay same to Owner upon demand. Owner, in its sole discretion, may decline to invoke the provisions of this Article if any "Notice to Proceed" has been issued with respect to a large number of buildings over a short period of time and the conditions of the "Notice to Proceed" are modified.
- 23.6 Payment for any Work performed pursuant to this Contract on a "Time and Materials" basis shall be calculated and paid consistent with Article 26 of the Contract.

Article 24

PROVISION REFERENCED IN INFORMATION FOR BIDDERS AND CONTRACT

Pursuant to the several sections of the Information for Bidders and this Prime Contract, the Contractor shall observe the requirements and provisions applicable to this Contract which are indicated in following section:

PART I. REQUIRED INFORMATION

<p align="center"><u>BID BOND</u></p> <p>The Contractor shall obtain a bid bond in the amount indicated to the right.</p>	<p>5% bond or deposit for (a) federally funded contracts where the contract price is \$100,000 or more.</p>
<p align="center"><u>PERFORMANCE AND PAYMENT BONDS</u></p> <p>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</p>	<p>100% payment and performance bonds for federally funded contracts where the contract price is \$100,000 or more.</p>
<p align="center"><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></p> <p>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</p>	<p>60 consecutive calendar days from the issuance of permit(s) or as adjusted by Owner based on site conditions.</p>
<p align="center"><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></p> <p>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the Owner the amount indicated to the right.</p>	<p>\$200.00 for each consecutive calendar day over substantial completion time</p>
<p align="center"><u>CONTRACT ARTICLE 17 SUB-CONTRACTOR</u></p> <p>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</p>	<p>Not to exceed _____% of the Contract price</p>
<p align="center"><u>CONTRACT ARTICLE 21. RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<p>5% of the value of the Work</p>

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

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

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

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

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>The minimum limits shall be \$1,000,000 per occurrence and \$3,000,000 per project aggregate applicable to this Contract unless the Work requires a permit from the Department of Buildings and greater limits of Commercial General Liability Insurance are required pursuant to 1 RCNY section 101-08.</p> <p>Named Insured:</p> <ol style="list-style-type: none"> 1. Project Rebuild, Inc. with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37 <p>Additional Insured:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37
<p>■ Workers’ Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers’ Liability Art. 22.1.2 □ Jones Act Art. 22.1.3 □ U.S. Longshoremen’s and Harbor Workers Compensation Act Art. 22.1.3</p>	<p>Workers’ Compensation, Employers’ Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers’ Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers’ Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The Owner will not accept an ACORD form as proof of Workers’ Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen’s and Harbor Workers’ Compensation Act: Statutory per U.S. law.</p>
<p>■ Commercial Auto Liability Art. 22.1.5</p>	<p>\$1,000,000 per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p>
<p>□ Contractors Pollution Liability Art. 22.1.6</p>	<p>\$ _____ per occurrence</p> <p>\$ _____ aggregate</p>

	<p>Named Insured: 1. Project Rebuild, Inc.</p> <p>Additional Insured: 1. City of New York, including its officials and employees 2. _____</p>
<p><input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)</p>	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Named Insured: 1. Project Rebuild, Inc.</p> <p>Additional Insured: 1. City of New York, including its officials and employees 2. _____</p>
<p><input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)</p>	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Named Insured: 1. Project Rebuild, Inc.</p> <p>Additional Insured: 1. City of New York, including its officials and employees 2. _____</p>
<p><input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)</p>	<p>\$ _____ each occurrence</p> <p>Named Insured: 1. Project Rebuild, Inc.</p> <p>Additional Insured: 1. City of New York, including its officials and employees 2. _____</p>

CERTIFICATES OF INSURANCE

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.

RIDER D

CDBG-DR Rider

(Version 02.16.2018)

INSTRUCTIONS TO NYC AGENCIES AND OFFICES

This CDBG Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended. For all procurement contracts and subrecipient agreements funded by the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program, *except those funded by the regular CDBG (“CDBG”) Program*, this CDBG-DR Rider must be included as an attachment, expressly made a part of, and incorporated by reference. A different rider with terms specific to the regular CDBG Program should be attached to CDBG funded procurement contracts and subrecipient agreements.

If this rider is attached to a subrecipient agreement, the agency or office must ensure that the subrecipient agreement includes the information specific to the subaward required in 2 CFR § 200.331.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds for Hurricane Sandy disaster recovery are available on the HUD Web site at <https://www.hudexchange.info/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices>.

Contents

ARTICLE 1. DEFINITIONS 3

ARTICLE 2. HOUSING AND COMMUNITY DEVELOPMENT ACT AND NATIONAL ENVIRONMENTAL POLICY ACT 4

ARTICLE 3. LABOR REQUIREMENTS 4

ARTICLE 4. ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION FOR SUBRECIPIENTS 6

ARTICLE 5. FEDERAL NON-DISCRIMINATION LAWS 13

ARTICLE 6. ENVIRONMENTAL PROTECTION; ENERGY EFFICIENCY; HISTORIC PRESERVATION; FLOOD PROTECTION; LEAD-BASED PAINT 14

ARTICLE 7. UNIFORM RELOCATION ASSISTANCE..... 15

ARTICLE 8. UNIFORM ADMINISTRATIVE REQUIREMENTS (INCLUDING PROCUREMENT STANDARDS), COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS..... 15

ARTICLE 9. UNEARNED PAYMENTS; INCOME; DOCUMENTATION OF COSTS; ACCOUNTING SYSTEM; FIDELITY BONDS; DISBURSEMENT RESTRICTIONS 15

ARTICLE 10. RECORDS AND AUDITS 17

ARTICLE 11. SUBCONTRACTORS 17

ARTICLE 12. CONFLICTS; EXHIBITS 18

ARTICLE 13. REVERSION OF ASSETS 18

ARTICLE 14. SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS
18

ARTICLE 15. INTANGIBLE PROPERTY 19

ARTICLE 16. HATCH ACT; LOBBYING; CONFLICTS OF INTEREST 20

ARTICLE 17. SUSPENSION AND TERMINATION..... 21

ARTICLE 18. PERFORMANCE REQUIREMENTS AND REMEDIES 21

ARTICLE 1. DEFINITIONS

As used in this CDBG-DR Rider:

(a) “Act” means Title 1 of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

(b) “Agency” means the entity, or entities, executing this Agreement on behalf of the City of New York.

(c) “Agreement” means either the “contract” (as defined by 2 CFR § 200.22) between the City and the Contractor or the agreement between the City and “Subrecipient” as defined by 2 CFR § 200.93 as the context requires.

(d) “City” means the City of New York.

(e) “Construction” means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(f) “Contractor” and/or “Subrecipient” means the entity or entities executing this Agreement, other than the Agency.

(g) “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

(h) “Grant” means Community Development Block Grant Program funds provided to the City of New York by the Federal Department of Housing and Urban Development or a pass-through entity.

(i) “Hometown Plan” means a voluntary areawide plan that was developed by representatives of affected groups (usually labor unions, minority organizations, and contractors), and subsequently approved by the Office of Federal Contract Compliance (OFCC), for purposes of implementing the equal employment opportunity requirements pursuant to Executive Order 11246, as amended.

(j) “HUD” means the Secretary of Housing and Urban Development or a person authorized to act on his or her behalf.

(k) “Program” means the New York City Community Development Block Grant Program approved by HUD as the same may from time to time be amended.

(l) "Real property" means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and moveable equipment.

(m) “Subcontractor” means any person, firm or corporation, other than employees of the Contractor or the Subrecipient, or another Subcontractor who is engaged by the Contractor or the Subrecipient to furnish (i) services, (ii) labor or (iii) services and/or labor and materials at the site of the work performed under this Agreement.

ARTICLE 2. HOUSING AND COMMUNITY DEVELOPMENT ACT AND NATIONAL ENVIRONMENTAL POLICY ACT

[Applicable to Contractors and Subrecipients]

This Agreement is subject to Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (The Act) and all rules, regulations and requirements now issued or hereafter issued pursuant to the Act; the Agreement may be suspended and/or terminated without liability to the City if the Grant to the City pursuant to the Act is suspended or terminated, and unless and until the City or Agency receives Community Development funds in an amount that is deemed sufficient to enable it to fund this Agreement, the City or Agency is under no obligation to make any payments to the Contractor or Subrecipient. In this regard, the Agency is under no obligation to make any payments to the Contractor or Subrecipient, and shall not make any such payment, and the Contractor or Subrecipient shall not commence performance, until:

- (a) the Agency has received from the City's Office of Management and Budget instructions to proceed, evidencing compliance with the National Environmental Policy Act, as amended, and with regulations of the U.S. Department of Housing and Urban Development, related thereto, found at 24 CFR Part 58, and
- (b) the Contractor or Subrecipient has been notified of such instructions by the Agency. Furthermore, the Contractor or Subrecipient and the City mutually agree that the Contractor or Subrecipient shall not advance any funds, from any source without limitation, to pay for costs intended to be paid for under this Agreement prior to the receipt and notification described in this paragraph (a), and the City shall not reimburse the Contractor or Subrecipient for any costs incurred in violation of this provision.

ARTICLE 3. LABOR REQUIREMENTS

[Applicable to Contractors and Subrecipients; must be included in all subcontracts]

- (a) **Section 3.** This Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968 (P.L. 90-448) and implementing regulations at 24 CFR Part 135, as may be amended during the term of this Agreement. Pursuant to 24 CFR § 135.38, the Contractor or Subrecipient agrees to the following:
 1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.

3. The Contractor or Subrecipient agrees to send to each labor organization or representative of workers with which the Contractor or Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's or Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Contractor or Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor or Subrecipient will not subcontract with any Subcontractor where the Contractor or Subrecipient has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The Contractor or Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor or Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's or Subrecipient's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
8. The Contractor or Subrecipient agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the Agency detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

- (b) ***The Davis-Bacon Act (40 U.S.C. §§ 3141 et seq.)***. In Construction contracts involving an excess of \$2000, unless exclusively in connection with the rehabilitation of residential property containing fewer than 8 units, the Contractor shall pay and the Subrecipient shall cause its contractors to pay all laborers and mechanics at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7, which enforce statutory labor standards provisions. **This provision supersedes section D(1)(a) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**
- (c) ***Overtime***. In Construction contracts involving an excess of \$2000, and subject to the exception in 24 CFR section 570.603 (regarding the rehabilitation of residential property containing less than 8 units), Contractor shall comply and the Subrecipient shall cause its contractor to comply with sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 et seq.), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages. **This provision supersedes section D(1)(b) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**

ARTICLE 4. ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION FOR SUBRECIPIENTS

[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section D(1)(c)-(d), (2) and (3).]

If this Agreement involves Construction work, design for Construction, or Construction services, all such work or services performed by the Subrecipient and its Subcontractors shall be subject to the following requirements:

- (a) ***Impermissible Salary Deductions***. In Construction contracts of any amount, the Subrecipient shall cause its Subcontractor to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but “permissible” salary deductions.
- (b) ***Federal Labor Standards***. In Construction contracts of any amount, the Subrecipient shall cause its Subcontractors to comply with the more detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

- (c) ***Equal Employment Opportunity.*** In Construction contracts or subcontracts in excess of \$10,000, the Subrecipient shall cause its Subcontractors to comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR § 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR § 60-4.3)

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades

which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation

employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 § CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(B) **Equal Opportunity Clause.** Subrecipient shall include the following provisions, which are required by 41 CFR § 60-1.4(b), in all federally assisted contracts and subcontracts.

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any

subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 5. FEDERAL NON-DISCRIMINATION LAWS

[Applicable to Contractors and Subrecipients]

This Agreement is subject to:

- (a) Section 109 of the Act, which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The Contractor or Subrecipient agrees to comply with provisions of 24 CFR Parts 6, 8, and 146.
- (b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284; 42 U.S.C. §§ 3602-3620), as amended, which prohibits discrimination in the sale or rental of housing and in the provision of brokerage services based on race, color, religion, sex, national origin, disability, or familial status, and which requires affirmative action in the furtherance of Fair Housing objectives.
- (c) Executive Order 11063, as amended by Executive Order 12259, pursuant to regulations issued at 24 CFR Part 107, which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires equal opportunity in housing constructed, operated or provided with federal funds.
- (d) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 42 U.S.C. §§ 2000d *et seq.*) and implementing regulations in 24 CFR Part 1, which states that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity made possible by, or resulting from, this Agreement.
- (e) 24 CFR § 5.109, “Equal participation of faith-based organizations in HUD programs and activities.”
- (f) Consistent with 24 CFR § 570.614, the Contractor or Subrecipient warrants that all services, programs, and/or Construction (including design and alteration) under this Agreement shall be performed in accordance with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities including, but not limited to, the following: Section 504 of the Rehabilitation Act, the Architectural Barriers Act of 1968 (42 U.S.C. § 4151-4157), the Uniform Federal Accessibility

Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6), and the Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218, and 225).

The non-discrimination provisions in this Article shall be incorporated in and made a part of all subcontracts executed in connection with this Agreement.

- (g) Subrecipients shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).

ARTICLE 6. ENVIRONMENTAL PROTECTION; ENERGY EFFICIENCY; HISTORIC PRESERVATION; FLOOD PROTECTION; LEAD-BASED PAINT

[Paragraphs (a) – (e) applicable to Contractors and Subrecipients; paragraph (f) applicable to Subrecipients]

- (a) For agreements, subcontracts, and subgrants of amounts in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401, Federal Water Pollution control Act (33 U.S.C. §§ 1251, et seq.) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA).
- (b) The Subrecipient and Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163). Further, the Contractor or Subrecipient shall comply with the construction standards concerning energy efficiency set forth in section VI(A)(1)(a)(5) of HUD Docket No. FR-5696-N-01.
- (c) This Agreement is subject to laws and authorities listed in 24 CFR § 58.5, including the Historic Preservation Act of 1966 (Section 1 of Pub. L. No. 89-665, as amended by Pub. L. No. 96-515; 54 U.S.C. §§ 100101 and 300101 *et seq.*), the Archeological and Historic Preservation Act of 1974 (P.L. 93-291; 16 U.S.C. §§ 469-469c), Executive Order 11593 and regulations at 36 CFR Part 800. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- (d) This Agreement is subject to the Lead-Based Paint Poison Prevention provisions found in 24 CFR § 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. §§ 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This provision is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

- (e) Pursuant to the provisions in 24 CFR § 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106), and the regulations in 44 CFR Parts 59-79 apply to this Agreement.
- (f) Subrecipients shall implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements set forth in Section VI(B)(31) of HUD Docket No. FR-56960-N-01.

ARTICLE 7. UNIFORM RELOCATION ASSISTANCE

[Applicable to Contractors and Subrecipients]

This Agreement is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655) and regulations at 49 CFR Part 24 and 24 CFR section 570.606.

ARTICLE 8. UNIFORM ADMINISTRATIVE REQUIREMENTS (INCLUDING PROCUREMENT STANDARDS), COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

[Subdivision (a) is applicable to Contractors and Subrecipients; subdivision (b) is applicable to Subrecipients only; subdivision (c) is applicable to Contractors only]

- (a) Pursuant to 2 CFR § 2400.101 and 24 CFR § 85.1, Subrecipients and Contractors are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 (commonly referred to the “Super Circular”), as applicable.
- (b) For the procurement of all subcontracts and goods contracts, Subrecipients are required to follow the procurement standards in 2 CFR §§ 200.318-200.326, except as allowed by 2 CFR § 200.110.
- (c) Contractors are subject to the Uniform Federal Contract Provisions Rider, attached to this Agreement.

ARTICLE 9. UNEARNED PAYMENTS; INCOME; DOCUMENTATION OF COSTS; ACCOUNTING SYSTEM; FIDELITY BONDS; DISBURSEMENT RESTRICTIONS

[Paragraphs (a), (b), (d), and (e) are applicable to Contractors and Subrecipients; paragraph (c) is applicable to Subrecipients only]

- (a) Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time, or if the

Grant to the City under the Act is suspended or terminated. Unearned payments received by the Contractor or Subrecipient will be returned to the City.

The Contractor or Subrecipient agrees that if any income is generated from the Community Development Block Grant Program funded activities, Contractor or Subrecipient shall return such income to the City's Community Development Block Grant Program unless expressly authorized by the City. Such funds are subject to all applicable requirements governing the use of Community Development Block Grant funds, including 24 CFR § 570.503(b)(3), which provides that, at the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs). Alternative program requirements concerning the definition of "program income" are set forth in Section VI(A)(17)(a)-(b) of Docket No. FR-56960-N-01, as amended by Section II(5) of Docket No. FR-5710-N-01.

- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and readily accessible.
- (c) The Subrecipient shall submit to the Agency a detailed description of its accounting, reporting and internal control systems, including but not limited to the procedures for cash receipts, cash disbursements, payrolls, personnel policies, fixed petty cash controls and other systems which are necessary under the circumstances. The Agency shall evaluate and document all systems and only upon acceptance and approval of the accounting, reporting and internal control systems by the Agency, shall funds be disbursed to the Subrecipient, other provisions of the Agreement notwithstanding.
- (d) If required by the Federal awarding agency or elsewhere in this Agreement, the Agency must receive a statement from the Contractor's or Subrecipient's chief fiscal officer or its insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount equal to cash advances from the City. If the bond is cancelled or coverage is substantially reduced, the Contractor or Subrecipient shall promptly notify the Agency of this fact in every case not later than 48 hours. In such event, the Agency shall not disburse any more funds to the Contractor or Subrecipient until it has received assurance that adequate coverage has subsequently been obtained.
- (e) No money under this Agreement shall be disbursed by the Agency to any Contractor or Subrecipient except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Contractor or Subrecipient is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable, and provided that the Agency has completed HUD requirements, including but not limited to environmental certifications pursuant to 24 CFR Part 58.

ARTICLE 10. RECORDS AND AUDITS

[Applicable to Contractors and Subrecipients]

- (a) (i) The Subrecipient shall maintain records in accordance with requirements prescribed by or in 2 CFR § 200.333, HUD and/or the City with respect to all matters covered by this Agreement and retained for at least three years after the City makes final payments and all other pending matters concerning this Agreement are closed, subject to the exceptions in 2 CFR § 200.333. (ii) The Contractor shall maintain records in accordance with the requirements elsewhere in this Agreement.
- (b) At such times on such forms as HUD and/or the City may require, there shall be furnished to HUD and/or the City such statements, records, reports, data and information, as HUD and/or the City may request pertaining to matters covered by this Agreement. At a minimum, such forms will include the following:
 - (i) Quarterly Data Collection Report forms for the purpose of including specific Program description, accomplishment, expenditure and beneficiary information in the City's Quarterly Performance Reports.
 - (ii) Annual Property Register forms for the purpose of tracking the use of CDBG purchased equipment.
- (c) At any time during normal business hours and as often as the City, the Agency, HUD, Inspector General, U.S. General Accounting Office, and/or the Comptroller General of the United States may deem necessary, the Contractor or Subrecipient shall make available for examination to the City, HUD, Inspector General, U.S. General Accounting Office and/or representatives of the Comptroller General all of its books, accounts, records, reports, files, and other papers or property with respect to all matters covered by this Agreement and shall permit the City, HUD and/or representatives of the Comptroller General and the U.S. General Accounting Office to audit, examine, make excerpts of, and make transcriptions from such books, accounts, records, reports, files, and other papers or property and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment and other data relating to all matters covered by this Agreement.

ARTICLE 11. SUBCONTRACTORS

[Applicable to Contractors and Subrecipients]

- (a) The provisions of this Agreement shall apply to Subcontractors and their officers, agents and employees in all respects as if they were employees of the Contractor or Subrecipient. The Contractor or Subrecipient shall not be discharged from its obligations and liabilities, but shall be liable for all acts and negligence of Subcontractors, and their officers, agents and employees, as if they were employees of the Contractor or Subrecipient.
- (b) Employees of the Subcontractor shall be subject to the same provisions as employees of the Contractor or Subrecipient.

- (c) The services furnished by Subcontractors shall be subject to the provisions hereof as if furnished directly by the Contractor or Subrecipient, and the Contractor or Subrecipient shall remain responsible therefor.

ARTICLE 12. CONFLICTS; EXHIBITS

[Applicable to Contractors and Subrecipients]

- (a) If any provision in this CDBG Rider directly conflicts with any other provision in the Agreement, the provision in CDBG Rider shall be controlling.
- (b) Federal Exhibits 1 and 2 are attached to, and made a part of this CDBG Rider.

ARTICLE 13. REVERSION OF ASSETS

[Applicable to Subrecipients]

- (a) At the Agreement's expiration, the Subrecipient shall transfer to the City all CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
- (b) Any real property under the Subrecipient's control that was acquired or improved in whole or in part with Community Development funds in excess of \$25,000 must be used to either (i) meet the national objectives in Section 570.208 for a period of five years after acquisition if the property or completion of the improvements, as applicable, or (ii) disposed in a manner which results in the Program being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property.
- (c) Title to all Equipment in excess of \$5,000 purchased pursuant to this Agreement with CDBG funds or furnished by the City shall vest in the City and the same shall be conspicuously labeled as such.

ARTICLE 14. SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS

[Applicable to Subrecipients. Contractors must follow section C(11) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.]

Subrecipient shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
- (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 15. INTANGIBLE PROPERTY

[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section C(12).]

- (a) Pursuant to 2 CFR § 200.315(d), the federal Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Agreement or subcontract; and (b) any rights of copyright to which a Subrecipient purchases ownership with grant support.
- (b) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Agreement (“Copyrightable Materials”), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Subrecipient hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Subrecipient shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Subrecipient for no purpose other than in the performance of this Agreement without the prior written permission of the City. The City may grant the Subrecipient a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.
- (c) The Subrecipient acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Subrecipient shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

- (d) The Subrecipient represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Subrecipient has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.
- (e) The Subrecipient shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Agreement and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- (f) If the Subrecipient publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

ARTICLE 16. HATCH ACT; LOBBYING; CONFLICTS OF INTEREST

[Applicable to Subrecipients.]

- (a) Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- (b) Lobbying: The Subrecipient certifies, to the best of its knowledge and belief, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: <https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>) in accordance with its instructions; and
 - 3. It will require that the language of this Article 16(b) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (c) Conflict of Interest: The Subrecipient agrees to abide by the provisions of 2 CFR §§ 200.112 and 200.318(c) and 24 CFR § 570.611.

ARTICLE 17. SUSPENSION AND TERMINATION

[Applicable to Subrecipients.]

- (a) The City may take enforcement action against a Subrecipient for non-compliance, as described in 2 CFR §§ 200.338 and 200.339(a)(1) & (2), including suspension or termination.
- (b) The City may terminate for convenience pursuant to 2 CFR § 200.339(a)(3).

ARTICLE 18. PERFORMANCE REQUIREMENTS AND REMEDIES

[Applicable to Contractors]

The Disaster Relief Appropriations Act, 2013 (Public L. 113-2) of January 29, 2013, requires contracts to contain “performance requirements and penalties.” Accordingly, Contractor shall be subject to any performance requirements and remedial provisions and/or liquidated damages set forth in this Agreement. Contractor acknowledges that negative performance evaluations may impair its ability to win future contracts with the City as follows: Under City Procurement Policy Board (PPB) Rules section 4-01, Contractor is subject to performance evaluations at least once annually. The City shall enter such performance evaluations into the VENDEX system. To the extent allowed by the PPB Rules, such performance evaluations shall be considered by the City in:

- (1) making a determination of the Contractor’s responsibility or non-responsibility in future City procurements, under PPB Rule section 2-08(g)(1)(ii) and
- (2) deciding to renew or not to renew the Agreement, under PPB Rule section 4-04(c)(10).

FED. EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL HUD COMMUNITY DEVELOPMENT FUNDED CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth above.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

Trade	Goal (Percent)		
Electricians	9.0	to	10.2
Carpenters	27.6	to	32.0
Steamfitters	12.2	to	13.5
Metal Lathers	24.6	to	25.6
Painters	28.6	to	26.0
Operating Engineers	25.6	to	26.0
Plumbers	12.0	to	14.5
Iron Workers (structural)	25.9	to	32.0
Elevator Constructors	5.5	to	6.5
Bricklayers	13.4	to	15.5
Asbestos Workers	22.8	to	28.0
Roofers	6.3	to	7.5
Iron Workers (ornamental)	22.4	to	23.0
Cement Masons	23.0	to	27.0
Glazers	16.0	to	20.0
Plasterers	15.8	to	18.0
Teamsters	22.0	to	22.5
Boilermakers	13.0	to	15.5
All Other	16.4	to	17.5

Goals and Timetables for Women

From April 1, 1980 until the present	6.9
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These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals

established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Agreement, the "covered area" is the City of New York.

EXHIBIT 2

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

RIDER E

UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS (Version 02.16.2018)

[Instructions to Agencies: This Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts (“Rider”) must be attached to all federally funded procurement contracts (of any dollar amount) that are subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This Rider does not apply to subrecipient or subaward agreements. Procurement contracts funded by the U.S. Department of Housing and Urban Development CDBG Program or CDBG-DR Program must also include the CDBG or CDBG-DR Rider, as applicable.]

A. Definitions. As used in this Rider:

- (1) “Awarding Entity” means the entity awarding the Contract. The Awarding Entity may be the City or a contractor at any tier.
- (2) “City” means the City of New York.
- (3) “Commissioner” means the head of the City agency entering into this Contract.
- (4) “Construction” means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.
- (5) “Contract” refers to the contract or the agreement between the Awarding Entity and the Contractor.
- (6) “Contractor” means the entity performing the services pursuant to a Contract.
- (7) “Federal Agency” means the U.S. agency or agencies funding this Contract in whole or in part.
- (8) “Government” means the U.S. government.
- (9) “Rider” means this Uniform Federal Contract Provisions Rider.

B. Termination and Remedies for Breach of Contract. The following provisions concerning remedies for breach of contract and termination apply to Contracts between the City and the City’s Contractor.

- (1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the City may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the City may avail itself of any or all of the following remedies.

After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the City may (i) withhold payment for unsatisfactory services, (ii) suspend or terminate the Contract in whole or in part; and/or (iii) have the services under this Contract completed by such means and in such manner, by contract procured with or without competition, or otherwise, as the City may deem advisable in accordance with all applicable Contract provisions and law. After completion of the services under this Contract, the City shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the City, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the City may be charged against and deducted out of monies earned by the Contractor.

(2) **Termination.** The City shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:

a. **Termination for Cause.** The City shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the City to be necessary, the City shall effect termination according to the following procedure:

i. *Notice to Cure.* The City shall give written notice of the conditions of default signed by the Commissioner, setting forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.

ii. *Opportunity to be Heard.* If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days’ notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

- iii. *Notice of Termination.* After an opportunity to be heard, the Commissioner may terminate the Contract, in whole or in part, upon finding the Contractor in default. The Commissioner shall give the Contractor written notice of such termination (“Notice of Termination”), specifying the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

- iv. *Grounds for Default.* The City shall have the right to declare the Contractor in default:
 - 1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

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

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

 - 4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;

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

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

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

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

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

v. *Basis of Settlement.* The City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the City in its Notice of Termination. The City shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

b. **Termination for Convenience.** The City shall have the right to terminate the Contract for convenience, by providing written notice (“Notice of Termination”) according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination,

which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. The basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

c. Termination due to Force Majeure

- i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor (“Force Majeure Event”). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.
- ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Contract. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.
- iii. If the City terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

d. Termination due to Reductions in Federal Funding

- i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the City shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the funding and/or level of services of this Contract caused by such action by the Federal government, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours,

and corresponding reductions in the budget of this Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.

- ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the City shall not be bound to utilize any of the Contractor's suggestions and that the City shall have sole discretion as to how to effectuate the reductions.
- iii. If the City reduces funding pursuant to this paragraph (c), the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

C. Standard Provisions. The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:

- (1) *Reporting.* Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, City or any other State or Federal governmental agency with jurisdiction.
- (2) *Non-Discrimination.* Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.
- (3) *Environmental Protection.* If the Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution control Act (33 U.S.C. §§ 1251-1387) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.
- (4) *Energy Efficiency.* The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

- (5) *Debarment*. The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.
- (6) *Lobbying*. The Contractor certifies, to the best of its knowledge and belief, that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: <https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>) in accordance with its instructions; and
 - (c) It will require that the language of this Section (C)(6) be included in the award documents for all subcontracts at all tiers.
 - (d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (7) *Solid Waste Disposal Act*. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(8) *Documentation of Costs.* All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

(9) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract for three years after final payment under the Contract is made and all other pending matters are closed.

(10) *Records Access.* The Contractor shall grant access to the City, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

(11) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms.* Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

(12) *Intangible Property.*

- a. Pursuant to 2 CFR § 200.315(d), the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work

developed under the Contract or subcontract; and (b) any rights of copyright to which a Contractor purchases ownership with grant support.

- b. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Contract (“Copyrightable Materials”), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Contract without the prior written permission of the City. The City may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.
- c. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.
- d. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.
- e. The Contractor shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall

promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

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

D. Special Provisions for Construction Contracts. If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and (C):

(1) *Federal Labor Standards.* The Contractor will comply with the following:

- a. The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): If required by the federal program legislation, in Construction contracts involving an excess of \$2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.
- b. If required by the federal program legislation and subject to any other federal program limitations, Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of \$2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.
- c. The Copeland “Anti-Kickback” Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid

unconditionally and not less often than once a week, and prohibiting all but “permissible” salary deductions.

- d. If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

(2) *Equal Employment Opportunity*. Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of \$10,000. The Contractor shall include the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction .

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000.

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this Contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the

acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for

women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(3) **Equal Opportunity Clause** (for contracts for Construction Work) required by 41 CFR § 60-1.4(b).

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that

such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]

(1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (A), (B), and (C), unless the Contract specifically states that this provision is superseded:

a. Definitions. The following definitions apply to this section (D).

- i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).
- ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.
- iii. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- iv. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- v. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of

the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

- vi. “Nonprofit Organization” means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- b. *Allocation of Principal Rights.* The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- c. *Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.*
 - i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the City and the Federal Agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.
 - ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the City

and the Federal Agency within two years of disclosure to the City and the Federal Agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.

- iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- iv. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may be granted at the discretion of the Federal Agency.

d. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal Agency, upon written request, title to any subject invention --

- i. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the Federal Agency may only request title within 60 calendar days after learning of the failure of the Contractor to disclose or elect within the specified times.
- ii. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal Agency, the Contractor shall continue to retain title in that country.
- iii. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or

opposition proceeding on, a patent on a subject invention.

- e. Minimum Rights to Contractor and Protection of the Contractor Right to File
 - i. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal Agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.
 - ii. The Contractor's domestic license may be revoked or modified by the funding Federal Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
 - iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty calendar days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

- f. Contractor Action to Protect the Government's Interest
- i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.
 - ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
 - iii. The Contractor will notify the Federal Agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty calendar days before the expiration of the response period required by the relevant patent office.
 - iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."

g. Subcontracts

- i. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts,

regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- ii. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.
- h. *Reporting on Utilization of Subject Inventions.* The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
- i. *Preference for United States Industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- j. *March-in Rights.* The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible

applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal Agency has the right to grant such a license itself if the Federal Agency determines that:

- i. Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
 - ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;
 - iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or
 - iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- k. *Special Provisions for Contracts with Nonprofit Organizations.*
If the Contractor is a nonprofit organization, it agrees that:
- i. Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
 - ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;
 - iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a preference to a Small Business Firm when licensing a subject invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and decisions regarding Small Business Firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv).

1. *Communication.* The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the City upon request.

FEDERAL EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

<u>Trade</u>	<u>Goal</u> <u>(percent)</u>
Electricians	9.0 to 10.2
Carpenters	27.6 to 32.0
Steamfitters	12.2 to 13.5
Metal Lathers	24.6 to 25.6
Painters	28.6 to 26.0
Operating Engineers	25.6 to 26.0
Plumbers	12.0 to 14.5
Iron Workers (structural)	25.9 to 32.0
Elevator Constructors	5.5 to 6.5
Bricklayers	13.4 to 15.5
Asbestos Workers	22.8 to 28.0
Roofers	6.3 to 7.5
Iron Workers (ornamental)	22.4 to 23.0
Cement Masons	23.0 to 27.0
Glazers	16.0 to 20.0
Plasterers	15.8 to 18.0
Teamsters	22.0 to 22.5
Boilermakers	13.0 to 15.5
All Other	16.4 to 17.5

Goals and Timetables for Women

From April 1, 1980 until the present 6.9

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such

geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Contract, the "covered area" is the City of New York.

FEDERAL EXHIBIT 2

[Insert Exhibit 2 for applicable federal grant program]

RIDER F
SAFETY ADDENDUM

All work performed will be in accordance with all federal, state, and local laws and regulations. This contractor shall employ the most up to date and advance safety methods, means and devices to insure a safe work environment for its workers, its subcontractor workers, workers of other trades, adjacent structures, and the public whether or not specifically stated in the Contract Document. Notwithstanding anything to the contrary, the contractor will be responsible for maintaining a safe work environment. If there is a conflict between this Rider, any federal, state or local laws and regulations and any other Contract Document, then the more stringent requirement shall govern for the scope of work.

This contractor agrees that compliance with the provision of this Rider will be a condition to processing of payment requisitions.

A. GENERAL REQUIREMENTS APPLICABLE TO ALL TRADES

1. SAFETY PLANS

- a. The contractor shall provide its own Safety Program.
- b. **Health and Safety Plan (HASP)**
The contractor shall provide its own site-specific health and safety program (HASP), which is to be administered by this contractor's competent person. The program shall be submitted prior to commencement of on-site work or initial progress payment will be withheld. The program shall address tasks to be completed on the project including describing the controls and safeguards to prevent injury or illness. This contractor site-specific safety program must include a detail fall protection plan and a job hazard analysis for each construction activity.
- c. **Accident/Near Miss Reporting**
All contractors must immediately notify PRI of any accident, incident, and near miss regardless of severity. All contractors must cooperate with any investigations resulting from an incident. All material/equipment involved in the incident must be considered evidence, and is not to be disturbed, removed or tampered with. If the incident requires off-site medical care, the worker must provide a return to work note completed by a certified medical professional. The return to work note must confirm any work restrictions, an approved return to work date and must be presented to the onsite medical service provider prior to resuming work. Failure to do so may result in project disciplinary action.
- d. **Cooperation Clause**
The General Contractor shall comply with and cause subcontractors of all tiers to comply with specific documentation and post-loss investigation including:
 1. Documentation, including individual sign off's for participation in orientation, task training, retraining, JHA's, daily safety briefings, tool box talks and all associated sign-in sheets
 2. Documentation of mandatory and proper use of ladders, scaffolds, and fall protection equipment, including posting of the location of such equipment on the job site
 3. Documenting and maintaining records of any individual's failure to comply with any rule or regulation regarding fall protection
 4. In the event of an incident, General Contractor shall Preserve and control any equipment including PPE alleged to have contributed to the incident. Hold all equipment until it has been inspected and released by applicable insurance professional and take statements from the injured parties and all witnesses or assist in securing such statement
 5. Take picture not only of the immediate area and the equipment involved in the incident,

- but also the area surrounding the location of the incident providing context to the site
6. Cooperate and cause the Trade Contractors with OCIP insurance carrier and their representatives in the investigation and defense of any claims or demands arising out of such incidents. Those that fail to cooperate will be subject to the site disciplinary policy including dismissal.
 7. A revised JHA noting the corrective action is required for all serious incidents and incidents that may have affect the public. The JHA will reviewed and approved by the safety team and must be reviewed with the trade contractor workers.
- e. **Tool Tethering**
Tools are required to be tethered for all work performed on the building perimeter and interior shafts. All exterior perimeter and shaft work requires an exclusion zone below the operation with the appropriate warning signs and barricade protecting persons at ground level. A detailed JHA is required for this work.
- f. **Fall Protection**
The contractor shall furnish a written fall protection plan for their scope of work. It shall be the contractor's goal to achieve 100% fall protection at a height of 6'-0" (guardrails, safety nets, personal fall arrest systems, and a monitoring system) for their workers.
- g. **Global Harmonized System / Program (HAZCOM)**
The contractor is required by OSHA regulations to institute a hazard communication program, which is to be administered by this contractor's competent person. Under the hazard communication program, the Contractor must inform all other contractors on the site, of all hazardous materials being used by the contractor. The contractor must insure that any hazardous materials are appropriately labeled and properly stored. Subcontractor shall maintain a job site inventory of hazardous materials.
- h. **Fire Safety Plan**
This contractor shall provide its own site-specific fire safety and evacuation plan in accordance with NFPA (National Fire Protection Association), latest edition that is to be administered by this contractor's competent person. The plan shall include fire prevention measure specific to its work that include, but shall not be limited to, handling and storage of flammable materials, an evacuation plan, including a plan for accounting for all of the contractor's workers post-evacuation, emergency action plan, list of work that requires a welding certificate or license, designation of fire safety coordinator and deputy fire safety coordinator, and monthly fire drills.
- i. **Emergency Action Plan**
This contractor shall provide its own site specific emergency action plan that includes telephone numbers and cell numbers of the contractor's Ownership, project manager, superintendent, key foreman and workers, subcontractors, site safety managers, and any other personnel deemed essential. The plan will outline procedures to be followed in an emergency by this contractor's personnel.
- j. **Protection of the Public and Property:**
The contractor shall not perform work in or near public areas without first obtaining required permits from designated public authorities. The contractor shall institute all necessary procedures and actions to eliminate any and all conditions/hazards which may have potential to cause injury to the public and property. The contractor shall implement, at a minimum, the following precautions when working or operating equipment in or near areas being used or occupied by the public.
1. Comply with DOT regulations.
 2. The subcontractor shall install necessary barriers/barricades to restrict access to work

- areas.
 - 3. Maintain adequate and visible overhead protection on sidewalk, entrances to building, building roofs, and vehicular roadways.
 - 4. Signage: Adequate warnings, signs and instructional safety signs must be conspicuously posted and maintained in all public areas.
 - 5. The contractor shall also ensure that certified, trained and equipped flaggers are in place to protect the public, as well as to, control to movements of motorized equipment entering and exiting the construction site, as well as in areas where the public might be endangered.
 - 6. The contractor shall be responsible for compliance with local, federal noise and dust regulations.
- k. The Owner has adopted a zero tolerance policy (Policy) with regard to the use of alcohol and illegal drugs, and sexual harassment on the Project. It is the responsibility of this contractor to institute a Drug & Alcohol and Sexual Harassment Program for it's on site employees. Drug and Alcohol (including beer) use on the site or during off-site meal and coffee breaks, will not be tolerated. Any on site employee who is found to be under the influence of or ingesting Drugs or Alcohol (including beer) either on site or off-site during meal and coffee breaks must be immediately removed from the site. Any worker found sexually harassing any other worker or staff will be removed from the site. Where required by code, smoking is prohibited as per local fire code.

ZERO TOLERANCE / Disciplinary actions:

Grounds for Removal/SUSPENSION: Any individual of a contractor or subcontractor found to be violating safety rules, policies or procedures as defined in the Construction Safety Manual, is subject to immediate removal from the job site.

- (1) Continued Violations/repeated offenders. Any foreman who has been documented as having repeatedly violated the safety regulations, can be suspended or removed or for a failure to properly supervise workers under his/her control.
 - (2) Drugs and Alcohol. No employee shall possess, use, or be under the influence of drugs or alcohol while on the construction project.
 - (3) Fall protection. Egregious disregard for fall protection safety rules, Violators will be removed from the job site.
- l. Weapons of any kind, whether or not permitted by law, are not allowed on the project site. Any on site employee found with weapons must be immediately removed from the site.
- m. All of the contractor's workers, and subcontractor's workers of every tier, shall be issued and required to wear ANSI approved and Subcontractor's HASP required safety devices that are to include, but are not limited to:
- 1. Hard Hats. All personnel will be required to comply with the General Contractor's hardhat sticker program evidencing such participation in the site safety orientation meeting and commitment to the General Contractor's safety program. Failure to wear a hardhat with the safety sticker shall because for removal of employee from the project site.
 - 2. Body Harnesses with fall arrestor systems when a 6'-0" change in elevation exists. This includes all persons working on suspended scaffolds, rolling scaffolds, fixed scaffold systems, hydraulic lifts, or any work situation that presents a fall hazard.
 - 3. Eye Protection
 - 4. Hearing Protection in any work situation that presents a sound hazard.
 - 5. Safety shoes

6. Long pants and sleeved shirts.
7. Reflective safety vest when work occurs with heavy equipment, such as but not limited to, demolition, excavation, foundations, structural work, rigging and hoist, and any other operations that may warrant the need for this safety device.
8. No cell phones, portable media devices, radios, or other devices that limit hearing and attention shall be used while working on site.

2. **CONTRACTOR'S EQUIPMENT (OTHER THAN CRANES AND HOISTS)**

All equipment provided by this contractor shall be new or like new condition. It is this Subcontractor's responsibility to develop and implement a written preventative maintenance, safety, and reconditioning program for all its equipment whether it is rented or owned. All diesel burning equipment shall comply with U.S. EPA tier III emission standards. Prior to any equipment with engines larger than 100 hp being delivered to the project, this Subcontractor shall furnish written certification from a 3rd party inspection agency paid for by this Subcontractor to confirm this Subcontractor's equipment is operating in accordance with parameters established by the manufacturer of the equipment. Certification from a 3rd party inspection agency is not required for hand tools or equipment with engines less than 100 hp.

- a. The Subcontractor shall ensure that operators of heavy equipment, including cranes, loaders, hoisting devices, forklifts are qualified, trained, and licensed when applicable, and authorized to use and operate that specific piece of equipment. All motorized, powered, and electrical tools and equipment must be inspected prior to use. Operators of these equipment's must be trained and authorized to use that that specific piece of equipment. Fork Lifts must be operated and used as per manufacturer's recommendations. Forklifts shall not be used as hoisting devices.
- b. No work shall be conducted when in close proximity (potential to come within 15 feet) and/or under or above equipment (regardless of distance). Equipment may include, but not be limited to, cranes, hoists, aerial lifts, heavy equipment, energized equipment, etc. When work in those areas must be conducted, Tishman must be given 24-hour notification and specific written procedures must be in place including a JHA. Procedures shall include spotters, warning systems and a lock out/tag out program to ensure all equipment is de-energized accordingly, prior to work, as required.

c. **Operators**

All operators shall be licensed or certified to operate cranes as required by the federal, state or local jurisdiction. If there is no federal, state or local licensing requirement, the operator shall be certified by the National Commission for the Certification of Crane Operators (NCCCO).

3. **WIND PLAN**

When the work of this contractor occurs in an area of the project subject to wind, this contractor will develop a wind plan to insure material does not become airborne. The plan shall include procedures for stabilizing the contractor's materials during times of inclement weather such as thunderstorms. The contractor shall designate a competent person to monitor weather reports and communications from the local and national (NOAA *National Oceanic and Atmospheric Administration*) weather service when high wind conditions are forecasted.

B. ADDITIONAL REQUIREMENTS FOR DEMOLITION CONTRACTOR

1. This Contractor shall employ a fulltime competent person with a 30-hour OSHA to implement this Contractor's safety program.

2. An engineer report shall be conducted and of the structure to determined the condition of the walls, floors, and ceiling and the possibility of unplanned collapse.
3. The Demolition Contractor will provide at its own cost a daily inspection of all demolition operations by a license professional to insure that they comply with approved demolition methods, that structural stability is maintained, that the fire standpipe and sprinklers on floors not being demolished and remain operational, and that there is an elevator in readiness for emergency use, all of which is in accordance with applicable governmental regulations.
4. This Contractor will develop a written project specific Fire Standpipe Program for its work to be the submitted to the General Contractor 4 weeks prior to mobilization on site. This program will detail measures to be taken to insure the standpipe is one floor below the demolition operations and can be utilized for firefighting.
5. This Contractor shall file for permits with the Building Department for the cutting and capping of standpipes and sprinklers during demolition.
6. This Contractor shall provide a licensed plumber or fire suppression contractor cut and cap the sprinkler and standpipe system during demolition.
7. All work to implement the Fire Standpipe Program is included in the Contract Price.
8. All workers operating torches must have proper certification from local, state and federal jurisdictions. The Contractor shall provide Fire Guards as required and certified by local, state and federal jurisdictions. All costs associated with Fire Guards are included in the Contract Price.
9. Inspection reports will be provided to the General Contractor on a daily basis.
10. The Demolition Contractor shall maintain two, unobstructed means of egress all times.
11. The Demolition Contractor shall maintain all enclosed stairs and fire rating of the stairs except on the uppermost floor being demolished. All work on the uppermost floor shall be completed before the stair and fire enclosure are demolished on the floor below. All handrails and banisters shall be left in place until actual demolition of such floors is in progress. Any fire-rated stair enclosure or fireproof self-closing door removed from the building prior to demolition, such as during abatement, shall be replaced and fully functional prior to the start of demolition.
12. This Contractor will develop a written Respiratory Protection Program in accordance with local, state and federal regulations to be submitted to the General Contractor a minimum of 4 weeks prior to mobilization on site. All costs associated with the Respiratory Protection program are included in the Contract Price.
13. This Subcontractor will develop a written project specific Dust Control Program in accordance with local, state and federal regulations to be submitted to the General Contractor a minimum of 4 weeks prior to mobilization on site. All costs associated with the Dust Control Program and its maintenance is included in the Contract Price.

SAMPLE CONTRACT DOCUMENTS

CONTRACT DOCUMENTS FOR NON-EMERGENCY DEMOLITION WORK

**Project Rebuild, Inc.
Build-It-Back Single-Family Acquisition, Buyout, and Settlement
Incentives Program
Demolition of 1- to 4- Family Homes**

Project Locations: _____

APP ID Numbers: APP- _____
APP- _____
APP- _____

Borough of: _____, City of New York

DATE

PROJECT REBUILD, INC.
NON-EMERGENCY DEMOLITION CONTRACT

TABLE OF CONTENTS

CHAPTER I: THE CONTRACT AND DEFINITIONS	i
ARTICLE 1. THE CONTRACT	I
ARTICLE 2. DEFINITIONS.....	I
CHAPTER II: THE WORK AND ITS PERFORMANCE.....	iii
ARTICLE 3. CHARACTER OF THE WORK	III
ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION	IV
ARTICLE 5. COMPLIANCE WITH LAWS	IV
ARTICLE 6. INSPECTION	4
ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION	5
CHAPTER III: TIME PROVISIONS	7
ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK	7
ARTICLE 9. PROGRESS SCHEDULES	7
ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL	7
ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY	8
ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS	XI
ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE	XII
ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK.....	XIV
ARTICLE 15. LIQUIDATED DAMAGES	XV
ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION	XVI
CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS	xvi
ARTICLE 17. SUBCONTRACTS	XVI
ARTICLE 18. ASSIGNMENTS.....	18
CHAPTER V: CONTRACTOR’S SECURITY AND GUARANTEE	19
ARTICLE 19. SECURITY DEPOSIT.....	19
ARTICLE 20. RESERVED.....	19
ARTICLE 21. RETAINED PERCENTAGE.....	19
ARTICLE 22. INSURANCE.....	XX
ARTICLE 23. MONEY RETAINED AGAINST CLAIMS.....	27
ARTICLE 24. MAINTENANCE AND GUARANTY	27
CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM	28
ARTICLE 25. CHANGES.....	28
ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK	29
ARTICLE 27. RESOLUTION OF DISPUTES.....	XXIX
ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS	XXXI
ARTICLE 29. OMITTED WORK	34
ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS	34
CHAPTER VII: POWERS OF THE,ENGINEER OR ARCHITECT AND THE OWNER.....	35
ARTICLE 31. THE ENGINEER OR PROJECT MANAGER	35
ARTICLE 32. THE OWNER.....	36
ARTICLE 33. RESERVED	36
ARTICLE 34. NO ESTOPPEL	36

CHAPTER VIII: LABOR PROVISIONS	37
ARTICLE 35. EMPLOYEES	37
ARTICLE 36. NO DISCRIMINATION.....	42
ARTICLE 37. LABOR LAW REQUIREMENTS	44
ARTICLE 38. PAYROLL REPORTS.....	50
ARTICLE 39. DUST HAZARDS	50
 CHAPTER IX: PARTIAL AND FINAL PAYMENTS	 xlvii
ARTICLE 40. CONTRACT PRICE.....	XLVII
ARTICLE 41. BID BREAKDOWN ON LUMP SUM	XLVII
ARTICLE 42. PARTIAL PAYMENTS	XLVIII
ARTICLE 43. PROMPT PAYMENT	XLVIII
ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT	51
ARTICLE 45. FINAL PAYMENT	52
ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT	53
ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION.....	54
 CHAPTER X: CONTRACTOR’S DEFAULT.....	 54
ARTICLE 48. OWNER’S RIGHT TO DECLARE CONTRACTOR IN DEFAULT	54
ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT	55
ARTICLE 50. QUITTING THE SITE	55
ARTICLE 51. COMPLETION OF THE WORK.....	56
ARTICLE 52. PARTIAL DEFAULT	56
ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK	56
ARTICLE 54. OTHER REMEDIES	57
 CHAPTER XI: MISCELLANEOUS PROVISIONS	 57
ARTICLE 55. CONTRACTOR’S WARRANTIES	57
ARTICLE 56. CLAIMS AND ACTIONS THEREON.....	57
ARTICLE 57. INFRINGEMENT.....	58
ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES	58
ARTICLE 59. SERVICE OF NOTICES	58
ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT	59
ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED	59
ARTICLE 62. TAX EXEMPTION	59
ARTICLE 63. RESERVED	60
ARTICLE 64. TERMINATION BY THE OWNER.....	60
ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE	62
ARTICLE 66. RESERVED.....	63
ARTICLE 67. RESERVED.....	63
ARTICLE 68. ANTITRUST	63
ARTICLE 69. RESERVED.....	63
ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB	63
ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS.....	63
ARTICLE 72. CONFLICTS OF INTEREST.....	63
ARTICLE 73. MERGER CLAUSE	64
ARTICLE 74. STATEMENT OF WORK.....	64
ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR	64
ARTICLE 76. ELECTRONIC FUNDS TRANSFER	64
ARTICLE 77. RECORDS RETENTION.....	64
ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS.....	65

EXHIBITS A-F

WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

2.1.5 “**Commissioner**” shall mean the head of any Agency that invoked by this Contract, or his/her duly authorized representative.

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

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

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

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

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

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

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

2.1.13 “**Federal-Aid Contract**” shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.14 “**Final Acceptance**” shall mean final written acceptance of all the Work by the **Owner**, a copy of which shall be sent to the Contractor.

2.1.15 “**Final Approved Punch List**” shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.16 “**Law**” or “**Laws**” shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York; or any other federal, state, or local ordinance, rule, or regulation having the force of law, or common law.

2.1.17 “**Materialman**” shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.18 “**Means and Methods of Construction**” shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.19 “**Notice to Proceed**” or “**Order to Work**” shall mean the written notice issued by the **Owner** specifying the time for commencement of the Work and the Engineer or Project Manager.

2.1.20 “**Other Contractor(s)**” shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.

2.1.21 “**Owner**” shall mean Project Rebuild, Inc.

2.1.22 “**Payroll Taxes**” shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.23 “**Project**” shall mean the public improvement to which this Contract relates.

2.1.24 “**Required Quantity**” in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.25 “**Site**” shall mean the area upon or in which the Contractor’s operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

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

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

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

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

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

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

ARTICLE 6. INSPECTION

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

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **Owner** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

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

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

ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION

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

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

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

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

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

7.3.2(a) Whenever such notice is sent under a policy on which the **Owner** is Named Insured and the **City** is Additional Insureds, the **Contractor** shall provide copies of the notice to the **Owner** and the **City** Corporation Counsel. The copy to the **Owner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** and **Owner** 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 and Owner**.

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

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

7.4.2 The **Owner** shall defend, indemnify, and hold the **Contractor**, its officials, and its employees harmless against any and all claims regarding the **Owner's** authority to direct the **Contractor** to perform the **Work** on property which is not owned by the **Owner**.

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

7.6 Not an agent or employee. Neither the **Contractor** nor any of its employees nor any of its subcontractors is or shall be an agent, servant or employee of the **Owner** or the **City** by virtue of this **Contract** or by virtue of any approval, permit, license, grant, right or other authorization given by the **Owner** or the **City** or any of its officers, agents or employees.

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

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

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the

Contractor shall submit to the **Owner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission (“statement of delay damages”), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Owner** in writing upon written request therefor.

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

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

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

11.4 Compensable Delays

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

11.4.1.1 The failure of the **Owner** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the **Owner** shall not be responsible for the **Contractor’s** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.

11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **Owner**.

11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.

11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project’s** geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **Owner’s** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **Owner**; and

11.4.1.9 Delays resulting from the **Owner’s** breach of a fundamental obligation of the **Contract**.

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

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

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

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

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

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

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

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

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

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

11.6 Required Content of Submission of Statement of Delay Damages

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

- 11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the **Owner** listed in Article 11.4.
- 11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.
- 11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.
- 11.6.1.4 Any additional information requested by the **Owner**.

11.7 Recoverable Costs

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

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

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

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

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit;

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

11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Owner**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

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

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

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

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

13.2 Any extension of time may be granted only by the **Owner** (as set forth below) upon written application by the **Contractor**.

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

13.3.1 By the acts or omissions of the **Owner**, its officers, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **Owner** may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **Owner**, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **Owner** on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **Owner** acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **Owner** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **Owner** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **Owner** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work**

performed and that the **Owner** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **Owner** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **Owner** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c).

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **Owner**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **Owner** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the **Owner**.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **Owner** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer** within ten (10) **Days** of the **Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's** inspection if, upon such inspection, the **Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Owner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Owner**, has abandoned the **Work**, the **Contractor** shall pay to the **Owner** the sum fixed in **Exhibit B: General Conditions for Demolition Services & Requirements Relating to Bonding, Damages, Guarantees & Insurance, Part One: Required information (General Conditions)**, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of

accurately ascertaining the loss which the **Owner** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **Owner** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **Owner** may have against the **Contractor** for actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City or Owner's** right to indemnification, or the **Contractor's** obligation to indemnify the **City and Owner**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Owner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **Owner**, the **Contractor** shall be liable to pay the difference.

15.4. Other Remedies. The amounts payable under Section 15.1 are not intended to be and shall not be deemed a penalty, but rather shall be an agreed assessment of the partial damage that **Owner** will sustain as a result of **Contractor's** failure to achieve Substantial Completion of the **Work** within the Time for Performance. Such amounts do not constitute all of the damages that may be sustained by **Owner** in the event of a breach of an essential term of this Contract and shall not be deemed nor construed as limiting any other rights or remedies that **Owner** may have at law or in equity, including the right to terminate this Contract.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Owner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer**, as applicable, shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Owner's** decision to exercise the rights granted by Article 16. In the event the **Owner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **Owner**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Owner**. All subcontracts

made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Owner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX/Passport questionnaire if required; the proposed subcontract if requested by the **Owner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, Contractor shall be required to document 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 notify Owner. Failure of the Contractor to report Subcontractor payments in a timely fashion may result in the Owner 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 Owner. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Owner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Owner** (as noted in Article 2.1.25), and the **Project's** location.

17.8 The **Owner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **Owner** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Owner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by this Agreement and applicable **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand (\$50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Owner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Owner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Owner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid without the written consent of the **Owner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Owner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **Owner** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **Owner** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **Owner** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **Owner** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the **Contract** and furnishes the required payment and performance security, the **Owner** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **Owner**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **Owner** as security for the **Contractor's** faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **Owner** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Owner** may deem necessary, may be retained and then applied by the **Owner**:

19.3.1 To compensate the **Owner** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** and **Owner** against any and all claims.

ARTICLE 20. RESERVED

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Owner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million (\$1,000,000) dollars, then as further security for

the faithful performance of this **Contract**, the **Owner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Owner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A (Exhibit B: General Conditions) (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Owner**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office (“ISO”) Form CG 0001. Such insurance shall be “occurrence” based rather than “claims-made” and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a “per project” aggregate limit, as specified in Schedule A, which applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **Owner** as Named Insured and the **City** as Additional Insured. Coverage for the City shall specifically include the **City’s officials and employees**; and for the **Owner** shall include **its officers and employees**; be at least as broad as the latest edition of ISO Form CG 20 10; and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor’s** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the **Owner** in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **Owner**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer’s

Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **Owner**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Owner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** and **Owner, inclusive of its officers and employees**, as Named Insured and list the **City, and the City's officials and employees** as Additional Insureds and additionally the **Owner** as a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of **Ownership**, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **Owner, inclusive of its officers and employees**, as Named Insured, and the **City, and the City's officials and employees** as Additional Insureds and any other entity specified in Schedule A. Coverage shall include,

without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **Owner** as Named Insured shall specifically include its officers and employees, and coverage for the **City** as Additional Insured shall specifically include **the City's officials and employees** and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and the **Owner**, inclusive of **its officers and employees**, as Named Insured, and the **City, and the City's officials and employees**, and any other entity specified in Schedule A as an Additional Insureds for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this Work) and for the **Owner**, inclusive of **its officers and employees**, as Named Insured, and the **City, and the City's officials and employees** as Additional Insureds at least as broad as the latest edition of American Institute Tug Form for all tugs used under this **Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **Owner**, inclusive of **its officers and employees**, as Named Insured, and the **City, and the City's officials and employees**, and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the New York City Housing Preservation & Development.

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

22.2.3. Reserved

22.2.4 The **Owner's** and **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **Owner** or the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Owner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Owner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Owner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Owner** along with the required endorsements. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **Owner** is a Named Insured, and the **City**, and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the

number assigned to the **Contract** by the **Owner**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Owner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **Owner** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Owner**.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Owner**. Acceptance by the **Owner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Owner**. Upon quitting the **Site**, except as otherwise directed by the **Owner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Owner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to the **Owner**. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **Owner**, inclusive of **its officers and employees**, is a Named Insured and the **City, and the City's officials and employees** are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of Project Rebuild, Inc. and the City of New York as Insureds as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the

Owner and the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **Owner** with regard to such potential or actual claim.

22.5 **Subcontractor** Insurance: In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **Owner**, inclusive of **its officers and employees, City, and the City's officials and employees** as Additional Insureds with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Owner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Owner's** address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **Owner**, inclusive of **its officers and employees, City, and the City's officials and employees** for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **Owner**, inclusive of **its officers and employees, City, and the City's officials and employees** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **Owner** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **Owner** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **Owner** on this **Project**) against the **Owner** or against the **Contractor** and the **Owner** for any of the following:

- (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **Owner**, which in the opinion of the **Owner** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57;
or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**, the amount of such claim, or so much thereof as the **Owner** may deem necessary, may be withheld by the **Owner**, as security against such claim, from any money due hereunder. The **Owner**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **Owner**, 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 **Owner** shall pay such judgment or admitted claim out of the monies retained by the **Owner** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Owner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A (Exhibit B: General Conditions).

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Owner** a sum equal to one (1%) percent of the final requisition price amount (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Owner**, or obligations of the **Owner**, which the **Owner** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **Owner** by authorizing the **Owner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Owner** shall so certify to the **Owner** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Owner** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Owner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Owner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Owner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **Owner** and shall deliver same to the **Owner**. All of the **Owner's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **Owner** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Owner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **Owner**.

25.4 All payments for change orders are subject to pre-audit by the **Owner**.

ARTICLE 26. METHODS OF PAYMENT FOR EXTRA WORK

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Owner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **Owner** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. In lieu of renting, the **Owner** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **Owner** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by

the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board (“NYCIRB”); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers’ Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor’s** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor’s** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **Owner**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Owner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **Owner**, may, at the option of the **Owner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor’s Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **Owner** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor’s Work** to the **Contract**, and the

acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer, Engineering Audit Officer**, or other designee of the **Owner** makes a determination with which the **Contractor** disagrees.

27.2. All Claims and disputes arising out of this Contract shall be resolved in accordance with **Exhibit B: General Conditions for Demolition Services & Requirements Relating to Bonding, Damages, Guarantees & Insurance, Part One: Required information (General Conditions)**, except that (a) decisions and opinions rendered by the **Engineer** or **Program Manager** pursuant to conferred authorities in Chapter VII of this **Contract** shall not be binding upon **Owner**, (b) no Claim or controversy shall be submitted to or settled by arbitration in accordance with the General Conditions without **Owner's** consent and (c) no award rendered in any arbitration proceeding to which **Owner** shall not have consented shall be binding upon **Owner**. If **Owner** shall not agree to be bound by the decision of the **Engineer, Contractor** shall have such remedies as shall be available to it at law. **Contractor** shall not seek or be entitled to any temporary or provisional judicial relief that shall enjoin or delay the progress of the **Work**.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **Owner**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Owner**.

Notice of Dispute and **Owner** Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Owner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer** or other designee of the **Owner** shall submit to the **Owner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Owner**, 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 **Owner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Owner** Inquiry. The **Owner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **Engineer**, or other designee of the **Owner** to resolve the issue by mutual consent prior to reaching a determination. The **Owner** 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 **Owner'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 **Owner** participated therein. The **Owner** 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 **Owner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.5 Presentation of Dispute to the **Owner**. Before any dispute may be brought by the **Contractor** in an arbitration proceeding, the **Contractor** must first present its claim to the **Owner** for his or her review, investigation, and possible adjustment.

27.5.1 Time, Form, and Content of Notice. Within thirty (30) **Days** of its receipt of a decision by the **Owner**, the **Contractor** shall submit to the **Owner** a Notice of Claim regarding its dispute with the **Owner**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Owner**; (ii) a copy of the written decision of the **Owner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Owner**, including the Notice of Dispute. The **Contractor** may not present to the **Owner** any material not presented to the **Owner**, except at the request of the **Owner**.

27.5.2 **Owner** Investigation. The **Owner** may investigate the claim in dispute and, in the course of such investigation. In addition, the **Owner** may demand of either party, and such party shall provide, whatever additional material the **Owner** 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 **Owner** shall constitute a waiver by the **Contractor** of its claim. The **Owner** may also schedule an informal conference to be attended by the **Contractor**, **Owner** representatives, and any other personnel desired by the **Owner**.

27.5.3. Opportunity of **Owner** to Compromise or Adjust Claim. The **Owner** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.2 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Owner**, to a maximum of ninety (90) **Days** from the **Owner's** receipt of all materials. The **Contractor** may not present its petition to an arbitration proceeding until the period for investigation and compromise delineated in this Article 27.5.3 has expired. In compromising or adjusting any claim hereunder, the **Owner** may not revise or disregard the terms of the **Contract** between the parties.

27.5.4. Continued dispute. In the event the claim has not been settled or adjusted by the **Owner** within the period provided in this Article 27, it shall be finally settled by arbitration in New York, New York in accordance with the then prevailing rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having competent jurisdiction thereof or application may be made to any court for judicial acceptance of the award or order of enforcement, as the case may be. Each party shall select one arbitrator and the two so selected shall select the third.

27.6 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Owner** or any agreed upon arbitration proceeding to render binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Owner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Owner** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Owner** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Owner**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Owner** shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Owner** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Owner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Owner** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Owner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Owner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Owner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **Owner**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **Owner** or its agents, it shall submit to the **Owner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Owner** in writing upon written request therefor. Failure of the **Owner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Owner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Owner**, produce for examination at the **Contractor's** office, by the **Engineer** or **Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Owner** to investigate claims made or disputes against the **Owner** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Owner** to produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of the **Owner** all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Owner** to investigate claims made or disputes against the **Owner** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Owner** or upon the **Owner's** written authorization to extend the time to comply, the **Owner** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Owner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **Owner** to recover any sum in excess of the sums certified by the **Owner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **Owner** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or commencement of an agreed upon arbitration proceeding, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII: POWERS OF THE ENGINEER AND THE OWNER

ARTICLE 31. THE ENGINEER OR PROJECT MANAGER

31.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Owner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **Owner** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

31.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

31.3 The **Engineer** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Owner**.

ARTICLE 32. RESERVED

ARTICLE 33. THE OWNER

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

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **Owner** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **Owner** nor any official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **Owner**, the **Engineer**, or any other officer, agent or employee of the **Owner**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **Owner** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII: LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

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

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Owner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by applicable regulations for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction

safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

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

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, or the Public Advocate or (c) the **Owner**.

35.3.2 If any of the **Contractor's** officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **Owner** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor's Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

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

35.5.1(d) The **Contractor** must notify the **Owner** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

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

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

35.5.2(c) An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
- iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

35.5.3(e) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

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

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 **Days** of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous Policies and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6. Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this Contract), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **Owner** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **Owner** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **Owner** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **Owner** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed

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

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or **Owner** of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

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

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

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

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

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

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

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

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Owner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Owner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **United States Department of Labor** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

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

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **Owner** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Owner** where the **Owner** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Owner** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **Owner** for liquidated damages, which may be withheld from any amounts due on any contracts with the **Owner** of such party responsible, or may be recovered in actions brought by the **Owner**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Owner** 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, 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 **Owner**.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Owner** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **Owner** and thus a rejection of a future award of a contract with the **Owner**, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **Owner**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **Owner**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the **Site**, the **Owner** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **Owner** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices

which is satisfactory to the **Owner**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Owner**. In the alternative, subject to the approval of the **Owner**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Owner**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Owner**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site** Laminated Identification Badges: The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **Owner**. The **Owner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On **Site**: Provide the **Owner** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **Owner** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** upon a written order of the **Owner**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Owner**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Owner**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Owner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Owner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Owner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Owner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **Owner**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for three (3) years from the closing of the federal grant funding the Work on this **Contract**. The date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **Owner**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Owner**, or the City to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Owner** and shall provide information acceptable to the **Owner** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Owner**, or the City, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Owner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

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

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **Owner** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Owner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Owner**, the **Contractor** shall submit to the **Owner** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Owner**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Owner**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Owner**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **Owner**, the **Owner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Owner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Owner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Owner** in connection with every application for partial payment a verified statement in the form prescribed by the **Owner** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Owner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Owner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

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

43.2 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.3 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 **Owner** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.3.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **Owner** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **Owner** and shall end on the date on which payment is made.

43.4 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with this **Contract** and any and all alleged claims against the **Owner**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Owner**, and, in the event of litigation, the **Owner's** legal representatives shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Owner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Owner**, under this **Contract** or by **Law**, and less twice the amount the **Owner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Owner** prior to the date of **Substantial Completion**; however, the **Owner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Owner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Owner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to

payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Owner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with this **Contract** and any and all alleged claims against the **Owner**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Owner** and, in the event of any applicable litigation, the **Owner's** legal representatives shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Owner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Owner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Owner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Owner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Owner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Owner** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **Owner** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **Owner** or any of its officials, agents or employees, excepting only a claim against the **Owner** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the

operation of this Article 46, or those for amounts deducted by the **Owner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Owner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **Owner** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Owner**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the **Owner** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

CHAPTER X: CONTRACTOR'S DEFAULT

ARTICLE 48. OWNER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Owner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Owner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Owner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Owner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Owner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Owner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Owner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Owner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Owner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made.

48.2 Before the **Owner** shall exercise his/her right to declare the **Contractor** in default, the **Owner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Owner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Owner'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 **Owner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Owner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for

such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Owner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Owner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Owner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Owner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Owner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Owner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Owner** 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 **Owner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Owner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Owner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion.

Should the expense of such completion, as certified by the **Owner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **Owner** of any remedy set forth herein shall not be deemed a waiver by the **Owner** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under this **Contract**, against the **Owner** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Owner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Owner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Owner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Owner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall defend, indemnify and hold **the Owner**, inclusive of **its officers and employees, City, and the City's officials and employees**, harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the **Owner** and **City** may be subject to or

which they may suffer or incur allegedly arising out of or in connection with any infringement by the third party vendor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its subcontractors in the performance of this Agreement. The **Contractor** shall defend, indemnify, and hold the **Owner** and **City**, harmless regardless of whether or not the alleged infringement arises out of compliance with this Agreement or the Property Scope of Work. Insofar as the facts or law relating to any claim would preclude the **Owner** and **City** from being completely indemnified by the **Contractor**, the **Owner** and **City** shall be partially indemnified by the third party vendor to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

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

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Owner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

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

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE 62. TAX EXEMPTION

62.1 The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on leased tools, machinery, equipment or other property and

upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **Owner** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **Owner** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **Owner** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **Owner**, until such time as the **Work** covered by the **Contract** is fully accepted by the **Owner**. 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 **Owner**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Owner** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. RESERVED

ARTICLE 64. TERMINATION BY THE OWNER

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Owner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Owner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **Owner's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **Owner** and deliver to the **Site** or another location designated by the **Owner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **Owner** under this **Contract**.

64.2 In the event of termination by the **Owner** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **Owner** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**.

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Owner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Owner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **Owner** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **Owner**.

64.5 The **Owner** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **Owner's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **Owner's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Owner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **Owner** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **Owner** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **Owner** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **Owner** in writing; and

65.2.2 With respect to any action between the **Owner** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **Owner** against the **Contractor** in a Federal Court located in the **Owner**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **Owner**.

65.2.4 If the **Contractor** commences any action against the **Owner** in a court located other than in the **City** and County of New York, upon request of the **Owner**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. RESERVED

ARTICLE 67. RESERVED

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **Owner** 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 **Owner** under this **Contract**.

ARTICLE 69. RESERVED

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **Owner** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 The **Contractor** agrees to accept payments under this **Contract** from the **Owner** by electronic funds transfer (EFT). An EFT is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and provide the **Owner** with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **Owner** 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**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **Owner** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

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

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

EXHIBIT A: LABOR STANDARDS

All workmen, mechanics, and laborers employed by the Contractor pursuant to the terms of this Contract shall be paid in accordance with the wage schedule set forth in this Exhibit A. the wages set forth herein are minimum wage requirements promulgated by either (i) the New York City Comptroller pursuant to Section 220 of the Labor Law of the State of New York, or (ii) only in the event that this Contract is funded by the federal government, the United States Department of Labor pursuant to the Davis-Bacon Act. Contractor represents and warrants that a bonafide plan covering supplemental benefits has been submitted to HPD's Equal Employment Opportunity Division by Contractor (and by any subcontractors retained by Contractor) prior to the award of this Contract. Under no circumstances shall lower wages or benefits be paid.

Trade classifications pursuant to the wage schedule shall be determined in accordance with the Schedule of Workmen, Mechanics and Laborers which is available for inspection in the Contract Processing Office. In the event that a trade not listed in the classification of trades required to be used at the time of the award of this Contract is in fact employed during the performance of this Contract, the Contractor shall be required to obtain from HPD the prevailing rates and supplementary benefits for the trades used and to completed the performance of this Contract at the price at which the Contract was awarded.

Contractor shall include on each requisition the following data; Subcontractor name, value of the subcontract, total amount previously paid to the subcontractor for work previously requisitioned, and the amount, including retainage, to be paid to the subcontractor for work included in the requisition.

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

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

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

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

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

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

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law § 220 (3-a) (a).

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

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

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

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

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

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

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

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

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

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

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

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

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

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

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	5
BLASTER	5
BOILERMAKER.....	6
BRICKLAYER.....	7
CARPENTER - BUILDING COMMERCIAL	8
CARPENTER - HEAVY CONSTRUCTION WORK	9
CARPENTER - HIGH RISE CONCRETE FORMS	10
CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST.....	11
CEMENT & CONCRETE WORKER.....	11
CEMENT MASON.....	13
CORE DRILLER	13
DERRICKPERSON AND RIGGER	15
DIVER	16
DOCKBUILDER - PILE DRIVER.....	16
DRIVER: TRUCK (TEAMSTER)	17
ELECTRICIAN	19
ELECTRICIAN - ALARM TECHNICIAN.....	22
ELECTRICIAN-STREET LIGHTING WORKER	23
ELEVATOR CONSTRUCTOR	24
ELEVATOR REPAIR & MAINTENANCE.....	25
ENGINEER	26
ENGINEER - CITY SURVEYOR AND CONSULTANT.....	31
ENGINEER - FIELD (BUILDING CONSTRUCTION)	32
ENGINEER - FIELD (HEAVY CONSTRUCTION)	33
ENGINEER - FIELD (STEEL ERECTION)	34
ENGINEER - OPERATING	35
FLOOR COVERER	43
GLAZIER	44
GLAZIER - REPAIR & MAINTENANCE	44
HAZARDOUS MATERIAL HANDLER.....	45
HEAT AND FROST INSULATOR	46
HOUSE WRECKER	47
IRON WORKER - ORNAMENTAL.....	48
IRON WORKER - STRUCTURAL.....	49
LABORER	50
LANDSCAPING	51
MARBLE MECHANIC.....	52

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

MASON TENDER	53
MASON TENDER (INTERIOR DEMOLITION WORKER)	54
METALLIC LATHER	55
MILLWRIGHT	56
MOSAIC MECHANIC	57
PAINTER	58
PAINTER - METAL POLISHER	58
PAINTER - SIGN	60
PAINTER - STRIPER	60
PAINTER - STRUCTURAL STEEL	61
PAPERHANGER	62
PAVER AND ROADBUILDER	63
PLASTERER	65
PLASTERER - TENDER	66
PLUMBER	67
PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)	68
PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)	68
PLUMBER: PUMP & TANK	69
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER	70
ROOFER	71
SHEET METAL WORKER	72
SHEET METAL WORKER - SPECIALTY	73
SHIPYARD WORKER	74
SIGN ERECTOR	75
STEAMFITTER	76
STEAMFITTER - REFRIGERATION AND AIR CONDITIONER	78
STONE MASON - SETTER	80
TAPER	80
TELECOMMUNICATION WORKER	81
TILE FINISHER	82
TILE LAYER - SETTER	83
TIMBERPERSON	84
TUNNEL WORKER	85
WELDER	87

ASBESTOS HANDLER SEE HAZARDOUS MATERIAL HANDLER

BLASTER

Blaster

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$55.21**

Supplemental Benefit Rate per Hour: **\$42.53**

Blaster- Hydraulic Trac Drill

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.35**

Supplemental Benefit Rate per Hour: **\$42.53**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.52**

Supplemental Benefit Rate per Hour: **\$42.53**

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$42.53**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.00**

Supplemental Benefit Rate per Hour: **\$42.53**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

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

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$57.17**

Supplemental Benefit Rate per Hour: **\$43.62**

Supplemental Note: For time and one half overtime - \$64.81 For double overtime - \$86.00

Overtime Description

For Repair and Maintenance work:

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

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

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

Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

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

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$55.10**

Supplemental Benefit Rate per Hour: **\$31.20**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

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

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

Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2018 - 6/30/2019

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

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

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate starting at the established time between 7 a.m. and 9 a.m. The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight (8) hours pay for seven (7) hours of work, nine (9) hours pay for eight (8) hours of work.

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

When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

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

Heavy Construction Work

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.63**

Supplemental Benefit Rate per Hour: **\$50.67**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS **(Excludes Engineering Structures and Building Foundations)**

Carpenter High Rise A

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.78**

Supplemental Benefit Rate per Hour: **\$43.34**

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$40.19**

Supplemental Benefit Rate per Hour: **\$16.65**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2018 - 6/30/2019

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

Supplemental Benefit Rate per Hour: **\$39.46**

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.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

CEMENT & CONCRETE WORKER

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

Cement & Concrete Worker

Effective Period: 7/1/2018 - 6/30/2019

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

Supplemental Benefit Rate per Hour: **\$26.00**

Supplemental Note: \$29.50 on Saturdays; \$33.00 on Sundays & Holidays

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

Effective Period: 7/1/2018 - 6/30/2019

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

Supplemental Benefit Rate per Hour: **\$18.00**

Supplemental Note: \$19.50 on Saturdays; \$21.00 on Sundays & Holidays

Overtime Description

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day before Christmas Day

1/2 day before New Year's Day

Shift Rates

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.97**

Supplemental Benefit Rate per Hour: **\$39.71**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.69**

Supplemental Benefit Rate per Hour: **\$25.45**

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

Core Driller Helper

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$31.62**

Supplemental Benefit Rate per Hour: **\$25.45**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.46**

Supplemental Benefit Rate per Hour: **\$25.45**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$25.30**

Supplemental Benefit Rate per Hour: **\$25.45**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$22.13**

Supplemental Benefit Rate per Hour: **\$25.45**

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

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

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.86**

Supplemental Benefit Rate per Hour: **\$51.40**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$52.82 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$40.29**

Supplemental Benefit Rate per Hour: **\$39.23**

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

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

DIVER

Diver (Marine)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$67.94**

Supplemental Benefit Rate per Hour: **\$50.67**

Diver Tender (Marine)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.24**

Supplemental Benefit Rate per Hour: **\$50.67**

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

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

Dockbuilder - Pile Driver

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.63**

Supplemental Benefit Rate per Hour: **\$50.67**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.18**

Supplemental Benefit Rate per Hour: **\$47.22**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$20.58; at double time rate - \$27.44

Driver - Tractor Trailer

Effective Period: 7/1/2018 - 6/30/2019

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

Wage Rate per Hour: **\$42.97**

Supplemental Benefit Rate per Hour: **\$47.15**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.30; at double time rate - \$24.41

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.53**

Supplemental Benefit Rate per Hour: **\$47.15**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.30 at double time rate - \$24.41

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and be paid 117.3% of the straight time hourly wage rate.

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

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$44.12**

Supplemental Note: Over 40 hours worked: time and one half rate \$15.99, double time rate \$21.33

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

President's Day

Columbus Day

Veteran's Day

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

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

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$55.72**

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$84.00**

Supplemental Benefit Rate per Hour: **\$59.23**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$65.71**

Supplemental Benefit Rate per Hour: **\$63.52**

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$98.57**

Supplemental Benefit Rate per Hour: **\$67.64**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$73.60**

Supplemental Benefit Rate per Hour: **\$70.09**

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$110.40**

Supplemental Benefit Rate per Hour: **\$74.70**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

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

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

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$25.92.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$22.65**

First and Second Year "M" Wage Rate Per Hour: **\$24.50**

First and Second Year "M" Supplemental Rate: **\$20.30**

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.50**

Supplemental Benefit Rate per Hour: **\$24.47**

First and Second Year "M" Wage Rate Per Hour: **\$36.75**

First and Second Year "M" Supplemental Rate: **\$21.84**

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

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

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2018 - 3/9/2019

Wage Rate per Hour: **\$32.90**

Supplemental Benefit Rate per Hour: **\$16.82**

Supplemental Note: \$15.32 only after 8 hours worked in a day

Effective Period: 3/10/2019 - 6/30/2019

Wage Rate per Hour: **\$33.40**

Supplemental Benefit Rate per Hour: **\$17.68**

Supplemental Note: \$16.06 only after 8 hours worked in a day

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.

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.

Paid Holidays

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

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

- At least 1 year of employment.....ten (10) days
- 5 years or more of employment.....fifteen (15) days
- 10 years of employment.....twenty (20) days
- Plus one Personal Day per year

Sick Days:
One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$56.00**
Supplemental Benefit Rate per Hour: **\$57.63**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$42.16**
Supplemental Benefit Rate per Hour: **\$42.19**

Electrician - Electro Pole Maintainer

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

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$36.11**

Supplemental Benefit Rate per Hour: **\$37.93**

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$64.48**

Supplemental Benefit Rate per Hour: **\$35.80**

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

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

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.49**

Supplemental Benefit Rate per Hour: **\$35.65**

Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

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

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

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

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

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$68.99**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: **\$110.38**

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$66.92**

Supplemental Benefit Rate per Hour: **\$38.28**

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

Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$107.07

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: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$63.44
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$101.50

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$66.60
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$106.56

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$87.74
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$140.38

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$43.66

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

Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$69.86**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$44.82**
Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$71.71**

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$59.97**
Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$95.95**

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$41.22**
Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$65.95**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$63.75**
Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$102.00**

Engineer - Steel Erection Oiler I

On a Truck Crane

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

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$59.61**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: **\$95.38**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.16**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: **\$72.26**

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

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

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$61.05**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$58.01**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.89**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

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
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.90**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.81**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.34**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 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
Lincoln's Birthday
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

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$63.81**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.60**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.11**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
President's Day
Good Friday

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
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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$72.19**

Supplemental Benefit Rate per Hour: **\$35.32**

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.03**

Supplemental Benefit Rate per Hour: **\$35.32**

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$44.51**

Supplemental Benefit Rate per Hour: **\$35.32**

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday

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

President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$67.31**

Supplemental Benefit Rate per Hour: **\$34.82**

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.47**

Supplemental Benefit Rate per Hour: **\$34.82**

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$35.14**

Supplemental Benefit Rate per Hour: **\$34.82**

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

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

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

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

Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$79.03**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$126.45**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$81.79**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$130.86**

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$84.39**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$135.02**

Operating Engineer - Road & Heavy Construction IV

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

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$82.38**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$131.81**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$80.77**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$129.23**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$76.78**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$122.85**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$62.16**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$99.46**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.42**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$60.82**

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

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$73.05**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$116.88**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$67.21**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$107.54**

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.38**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$83.81**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$77.58**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$124.13**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$75.16**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

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

Shift Wage Rate: \$120.26

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$71.89

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$115.02

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$48.73

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$77.97

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$68.69

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$109.90

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$69.21

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$110.74

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2018 - 6/30/2019

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

Wage Rate per Hour: **\$98.99**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$158.38**

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$76.78**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$122.85**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$74.81**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$119.70**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$63.40**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$101.44**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$82.02**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2018 - 6/30/2019

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

Wage Rate per Hour: **\$49.10**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$65.70**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$84.83**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: **\$135.73**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$81.54**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: **\$130.46**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$48.69**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: **\$77.90**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$46.39**

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

Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: \$74.22

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$67.78
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 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: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$50.96
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$77.03
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$81.56
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$75.21
Supplemental Benefit Rate per Hour: \$31.85

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

Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$74.43**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$59.35**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

For New House Car projects Wage Rate per Hour \$47.54

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

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

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2018 - 6/30/2019

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

Supplemental Benefit Rate per Hour: **\$45.88**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER (New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.55**

Supplemental Benefit Rate per Hour: **\$41.39**

Supplemental Note: Supplemental Benefit Overtime Rate: \$62.10

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is

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

under \$141,750. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$25.06**

Supplemental Benefit Rate per Hour: **\$21.54**

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 hours in any work week.

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2018 - 6/30/2019

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

Supplemental Benefit Rate per Hour: **\$16.45**

Overtime

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

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

Time and one half the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays

None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$61.21

Supplemental Benefit Rate per Hour: \$39.46

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

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

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

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. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12) (BCA)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$36.88**

Supplemental Benefit Rate per Hour: **\$29.47**

House Wrecker - Tier B

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.11**

Supplemental Benefit Rate per Hour: **\$21.88**

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

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

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$44.40**

Supplemental Benefit Rate per Hour: **\$52.62**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

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

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

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single

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

time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.35**

Supplemental Benefit Rate per Hour: **\$73.95**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

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

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

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

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$42.63**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Labor Day

Thanksgiving Day

Shift Rates

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

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$30.25**

Supplemental Benefit Rate per Hour: **\$16.05**

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$29.25**

Supplemental Benefit Rate per Hour: **\$16.05**

Landscaper (up to 3 years experience)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.75**

Supplemental Benefit Rate per Hour: **\$16.05**

Groundperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.75**

Supplemental Benefit Rate per Hour: **\$16.05**

Tree Remover / Pruner

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$35.25**

Supplemental Benefit Rate per Hour: **\$16.05**

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$25.25**

Supplemental Benefit Rate per Hour: **\$16.05**

Watering - Plant Maintainer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$20.22**

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

Supplemental Benefit Rate per Hour: **\$16.05**

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.63**

Supplemental Benefit Rate per Hour: **\$40.35**

Marble Finisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.21**

Supplemental Benefit Rate per Hour: **\$37.71**

Marble Polisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$37.99**

Supplemental Benefit Rate per Hour: **\$29.48**

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

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

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 employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$36.44**

Supplemental Benefit Rate per Hour: **\$24.50**

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$25.63**

Supplemental Benefit Rate per Hour: **\$18.82**

Overtime

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

Time and one half the regular rate for Sunday.

Overtime Holidays

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

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

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.28**

Supplemental Benefit Rate per Hour: **\$44.92**

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
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

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

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.70**

Supplemental Benefit Rate per Hour: **\$53.21**

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.

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

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

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

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.85**

Supplemental Benefit Rate per Hour: **\$41.33**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.35 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$41.31**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.33 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$41.33**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.33 per hour.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

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

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$30.87**

Supplemental Note: \$ 35.50 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.50**

Supplemental Benefit Rate per Hour: **\$30.87**

Supplemental Note: \$ 35.50 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - METAL POLISHER

METAL POLISHER

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

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$30.58**

Supplemental Benefit Rate per Hour: **\$7.16**

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$31.53**

Supplemental Benefit Rate per Hour: **\$7.16**

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$34.08**

Supplemental Benefit Rate per Hour: **\$7.16**

Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

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

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.16

Supplemental Benefit Rate per Hour: \$16.04

Assistant Sign Painter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$34.97

Supplemental Benefit Rate per Hour: \$14.92

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Vacation

At least 1 year of employment.....1 week

2 years or more of employment.....2 weeks

8 years or more of employment.....3 weeks

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2018 - 6/30/2019

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

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

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

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.50**

Supplemental Benefit Rate per Hour: **\$38.83**

Painter - Power Tool

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$55.50**

Supplemental Benefit Rate per Hour: **\$38.83**

Overtime Wage Rate: **\$6.00** above the "Painters on Structural Steel" overtime rate.

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$44.89**

Supplemental Benefit Rate per Hour: **\$33.13**

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

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.35**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2018 - 6/30/2019

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

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

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.95**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.35**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

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: 7/1/2018 - 6/30/2019

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

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

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

Paid Holidays

Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2018 - 7/31/2018

Wage Rate per Hour: **\$45.58**

Supplemental Benefit Rate per Hour: **\$25.87**

Effective Period: 8/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.93**

Supplemental Benefit Rate per Hour: **\$26.52**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

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

Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve per cent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

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

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$68.40**

Supplemental Benefit Rate per Hour: **\$33.80**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$54.80**

Supplemental Benefit Rate per Hour: **\$26.96**

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and

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

midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.55

Supplemental Benefit Rate per Hour: \$16.61

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2018 - 6/30/2019

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

Wage Rate per Hour: **\$47.47**

Supplemental Benefit Rate per Hour: **\$24.36**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.

50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK

Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$65.65**

Supplemental Benefit Rate per Hour: **\$25.06**

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER (Exterior Building Renovation)

Journey person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.57**

Supplemental Benefit Rate per Hour: **\$25.80**

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

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

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$33.37**

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.65**

Supplemental Benefit Rate per Hour: **\$49.15**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.72**

Supplemental Benefit Rate per Hour: **\$49.15**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

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

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY (Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.26**

Supplemental Benefit Rate per Hour: **\$25.66**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.19**

Supplemental Benefit Rate per Hour: **\$3.03**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$20.87**

Supplemental Benefit Rate per Hour: **\$2.75**

Shipyard Laborer - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.89**

Supplemental Benefit Rate per Hour: **\$2.79**

Shipyard Laborer - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$15.71**

Supplemental Benefit Rate per Hour: **\$2.55**

Shipyard Dockhand - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.57**

Supplemental Benefit Rate per Hour: **\$2.78**

Shipyard Dockhand - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.96**

Supplemental Benefit Rate per Hour: **\$2.60**

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.

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

Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$48.50**
Supplemental Benefit Rate per Hour: **\$52.89**

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

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

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$57.25**

Supplemental Benefit Rate per Hour: **\$55.79**

Supplemental Note: Overtime supplemental benefit rate: \$110.84

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.51**

Supplemental Benefit Rate per Hour: **\$45.22**

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

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

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public work contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public work contracts not to exceed \$1,500,000.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$57.25**

Supplemental Benefit Rate per Hour: **\$55.79**

Supplemental Note: Overtime supplemental benefit rate: \$110.84

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.51**

Supplemental Benefit Rate per Hour: **\$45.22**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M.

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

Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.50**

Supplemental Benefit Rate per Hour: **\$16.56**

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$34.10**

Supplemental Benefit Rate per Hour: **\$14.80**

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.25**

Supplemental Benefit Rate per Hour: **\$13.36**

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$24.24**

Supplemental Benefit Rate per Hour: **\$12.29**

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

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

Wage Rate per Hour: **\$20.10**

Supplemental Benefit Rate per Hour: **\$11.29**

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$14.71**

Supplemental Benefit Rate per Hour: **\$10.12**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.62**

Supplemental Benefit Rate per Hour: **\$41.65**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.82**

Supplemental Benefit Rate per Hour: **\$25.61**

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.

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

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

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(Local #1974)

TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects. Locate & mark underground telecommunications cables and utilities for street excavation.)

Telecommunication Worker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$43.66

Supplemental Benefit Rate per Hour: \$23.15

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day

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

Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$41.77
Supplemental Benefit Rate per Hour: \$30.87

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.98**

Supplemental Benefit Rate per Hour: **\$35.38**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

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

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.10**

Supplemental Benefit Rate per Hour: **\$49.97**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$62.37**
Supplemental Benefit Rate per Hour: **\$52.39**

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$60.21**
Supplemental Benefit Rate per Hour: **\$50.65**

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$59.11**
Supplemental Benefit Rate per Hour: **\$49.74**

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$58.04**
Supplemental Benefit Rate per Hour: **\$48.81**

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$58.04**
Supplemental Benefit Rate per Hour: **\$48.81**

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$50.87**
Supplemental Benefit Rate per Hour: **\$46.11**

Blasters (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$59.52**

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

Supplemental Benefit Rate per Hour: **\$50.03**

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$56.97**

Supplemental Benefit Rate per Hour: **\$47.89**

All Others (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.63**

Supplemental Benefit Rate per Hour: **\$44.29**

Microtunneling (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.58**

Supplemental Benefit Rate per Hour: **\$38.31**

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #147)

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

WELDER

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

ARTICLE 8 – NYC PUBLIC WORKS

**OFFICE OF THE COMPTROLLER
CITY OF NEW YORK**

**CONSTRUCTION APPRENTICE
PREVAILING WAGE SCHEDULE**

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
BOILERMAKER.....	3
BRICKLAYER.....	4
CARPENTER.....	5
CARPENTER - HIGH RISE CONCRETE FORMS.....	5
CEMENT MASON.....	6
CEMENT AND CONCRETE WORKER.....	7
DERRICKPERSON & RIGGER (STONE).....	7
DOCKBUILDER/PILE DRIVER.....	8
ELECTRICIAN.....	9
ELEVATOR CONSTRUCTOR.....	11
ELEVATOR REPAIR & MAINTENANCE.....	11
ENGINEER.....	12
ENGINEER - OPERATING.....	13
FLOOR COVERER.....	13
GLAZIER.....	14
HAZARDOUS MATERIAL HANDLER.....	15
HEAT & FROST INSULATOR.....	15
HOUSE WRECKER.....	16
IRON WORKER - ORNAMENTAL.....	17
IRON WORKER - STRUCTURAL.....	17
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON).....	18
MARBLE MECHANICS.....	19
MASON TENDER.....	20
METALLIC LATHER.....	21
MILLWRIGHT.....	22
PAINTER.....	22
PAINTER - METAL POLISHER.....	23
PAINTER - STRUCTURAL STEEL.....	24
PAVER AND ROADBUILDER.....	24
PLASTERER.....	25
PLASTERER - TENDER.....	26
PLUMBER.....	27
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER.....	28
ROOFER.....	29
SHEET METAL WORKER.....	29
SIGN ERECTOR.....	30
STEAMFITTER.....	32
STONE MASON - SETTER.....	32
TAPER.....	33
TILE LAYER - SETTER.....	34
TIMBERPERSON.....	35

BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.26

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$33.02

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$34.78

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$36.56

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$38.32

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$40.09

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$41.84

(Local #5)

BRICKLAYER

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

Bricklayer (First 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

(Bricklayer District Council)

CARPENTER

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

Carpenter (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS

(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$17.52

Supplemental Benefit Rate per Hour: \$16.20

Carpenter - High Rise (Second Year)

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

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$23.95**
Supplemental Benefit Rate per Hour: **\$16.33**

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$30.53**
Supplemental Benefit Rate per Hour: **\$16.46**

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$38.15**
Supplemental Benefit Rate per Hour: **\$16.61**

(Carpenters District Council)

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

Cement Mason (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.75

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$23.03

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$24.30

Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: \$16.96
Supplemental Benefit Rate Per Hour: \$11.80

Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: \$22.08
Supplemental Benefit Rate Per Hour: \$16.49

Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: \$27.20
Supplemental Benefit Rate Per Hour: \$17.33

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

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

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

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

Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.54

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$14.50
Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.58

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$15.50
Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.16

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$16.50
Supplemental Benefit Rate per Hour: \$13.64
Overtime Supplemental Rate Per Hour: \$14.73

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$17.50
Supplemental Benefit Rate per Hour: \$14.15
Overtime Supplemental Rate Per Hour: \$15.31

Electrician (Third Term: 0-6 Months)

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

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$18.50**

Supplemental Benefit Rate per Hour: **\$14.66**

Overtime Supplemental Rate Per Hour: **\$15.88**

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$19.50**

Supplemental Benefit Rate per Hour: **\$15.17**

Overtime Supplemental Rate Per Hour: **\$16.45**

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$20.50**

Supplemental Benefit Rate per Hour: **\$15.68**

Overtime Supplemental Rate Per Hour: **\$17.03**

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$22.50**

Supplemental Benefit Rate per Hour: **\$16.70**

Overtime Supplemental Rate Per Hour: **\$18.18**

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$24.50**

Supplemental Benefit Rate per Hour: **\$20.30**

Overtime Supplemental Rate Per Hour: **\$21.84**

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$22.65**

Overtime Supplemental Rate Per Hour: **\$24.47**

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$30.89

Elevator (Constructor) - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$31.38

Elevator (Constructor) - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$32.36

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$33.34

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$30.82

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Benefit Per Hour: \$31.30

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

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$32.26

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$33.23

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$25.38**
Supplemental Benefit Rate per Hour: **\$25.53**

Engineer - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$31.72**
Supplemental Benefit Rate per Hour: **\$25.53**

Engineer - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$34.89**
Supplemental Benefit Rate per Hour: **\$25.53**

Engineer - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$38.06**
Supplemental Benefit Rate per Hour: **\$25.53**

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

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour 40% of Journeyman's Rate

Supplemental Benefit Per Hour: \$21.60

Operating Engineer - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's Rate

Supplemental Benefit Per Hour: \$21.60

Operating Engineer - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyman's Rate

Supplemental Benefit Per Hour: \$21.60

(Local #14)

FLOOR COVERER

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

Floor Coverer (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$31.14

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

Floor Coverer (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$15.66

Glazier (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.76

Glazier (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.02

Glazier (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.07

(Local #1281)

HAZARDOUS MATERIAL HANDLER (Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 78% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Second 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Third 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 83% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 89% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$14.25

(Local #78)

HEAT & FROST INSULATOR (Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

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

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #12)

**HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

House Wrecker - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$21.17

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.32

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$23.97

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.53

Supplemental Benefit Rate per Hour: \$18.79

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

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

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$40.20

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$41.44

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$42.68

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$45.17

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$47.65

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

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

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.27
Supplemental Benefit Rate per Hour: \$51.18

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.87
Supplemental Benefit Rate per Hour: \$51.18

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$27.47
Supplemental Benefit Rate per Hour: \$51.18

(Local #40 and #361)

**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE
LAYER & COMMON)**

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First
1000 hours**

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Second 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Third 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019

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

Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.63

(Local #731)

MARBLE MECHANICS
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

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

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.39**

Supplemental Benefit Rate per Hour: **\$19.90**

Mason Tender - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$22.54**

Supplemental Benefit Rate per Hour: **\$19.90**

Mason Tender - Third Year

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

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$24.29**
Supplemental Benefit Rate per Hour: **\$19.95**

Mason Tender - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$26.95**
Supplemental Benefit Rate per Hour: **\$19.95**

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$26.38**
Supplemental Benefit Rate per Hour: **\$14.96**

Metallic Lather (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$30.38**
Supplemental Benefit Rate per Hour: **\$16.96**

Metallic Lather (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$35.38**
Supplemental Benefit Rate per Hour: **\$18.92**

Metallic Lather (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$37.38**
Supplemental Benefit Rate per Hour: **\$19.92**

(Local #46)

MILLWRIGHT

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

Millwright (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.33**

Supplemental Benefit Rate per Hour: **\$34.28**

Millwright (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$33.48**

Supplemental Benefit Rate per Hour: **\$37.88**

Millwright (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.63**

Supplemental Benefit Rate per Hour: **\$42.13**

Millwright (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.93**

Supplemental Benefit Rate per Hour: **\$48.69**

(Local #740)

PAINTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$14.46**

Painter - Brush & Roller - Second Year

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

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.25**

Supplemental Benefit Rate per Hour: **\$18.63**

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$25.50**

Supplemental Benefit Rate per Hour: **\$21.86**

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$34.00**

Supplemental Benefit Rate per Hour: **\$27.88**

(District Council of Painters)

PAINTER - METAL POLISHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$13.00**

Supplemental Benefit Rate per Hour: **\$5.13**

Metal Polisher (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$13.00**

Supplemental Benefit Rate per Hour: **\$5.13**

Metal Polisher (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$15.75**

Supplemental Benefit Rate per Hour: **\$5.13**

(Local 8A-28)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.36**

Supplemental Benefit Rate per Hour: **\$20.30**

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$30.00**

Supplemental Benefit Rate per Hour: **\$20.30**

(Local #1010)

PLASTERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.43

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.88

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$13.91

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$14.36

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$15.88

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$16.44

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$16.96

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$17.53

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$19.13

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

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.72

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.21

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.81

(Local #530)

PLASTERER - TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$21.39
Supplemental Benefit Rate per Hour: \$19.90

Plasterer Tender - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$22.54
Supplemental Benefit Rate per Hour: \$19.90

Plasterer Tender - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$24.29
Supplemental Benefit Rate per Hour: \$19.95

Plasterer Tender - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.95
Supplemental Benefit Rate per Hour: \$19.95

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

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.28**

Supplemental Benefit Rate per Hour: **\$5.43**

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$19.28**

Supplemental Benefit Rate per Hour: **\$6.43**

Plumber - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.93**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$29.03**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$31.88**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$33.28**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Fifth Year: 2nd Six Months

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

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$45.35**
Supplemental Benefit Rate per Hour: **\$18.10**

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER**
(Exterior Building Renovation)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$25.89**
Supplemental Benefit Rate per Hour: **\$13.64**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$28.97**
Supplemental Benefit Rate per Hour: **\$18.15**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$34.12**
Supplemental Benefit Rate per Hour: **\$20.90**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$41.33**
Supplemental Benefit Rate per Hour: **\$21.60**

(Bricklayer District Council)

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

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 35% of Journeyman's Rate

Supplemental Rate Per Hour: 20% of Journeyman's Rate

Roofer - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Roofer - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Roofer - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyman's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 25% of Journeyman's rate

Supplemental Rate Per Hour: \$6.45

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 35% of Journeyman's rate

Supplemental Rate Per Hour: \$18.07

Sheet Metal Worker (19-30 Months)

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

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$24.76

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$29.17

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$29.17

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$35.85

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$35.85

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$40.30

(Local #28)

SIGN ERECTOR

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

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$15.28

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

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.33

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.38

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.45

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.98

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.53

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.80

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.43

Sign Erector - Fifth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.03

Sign Erector - Sixth Year

Effective Period: 7/1/2018 - 6/30/2019

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

Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.63

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

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

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 100% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER

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

Drywall Taper - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

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

Drywall Taper - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

TILE LAYER - SETTER

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

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

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

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.19

Timberperson - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.19

Timberperson - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.19

Timberperson - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.19

(Local #1536)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

LABOR LAW ARTICLE 9
REAL PROPERTY TAX LAW §421-A
NYC ADMINISTRATIVE CODE §6-130

PREVAILING WAGE FOR BUILDING SERVICE EMPLOYEES ON NYC CONTRACTS PURSUANT TO LABOR LAW ARTICLE 9

Building service employees on public contracts must receive not less than the prevailing rate of wage and supplements for the classification of work performed. In accordance with Labor Law Article 9 the Comptroller of the City of New York has promulgated this schedule of prevailing wages and supplemental benefits for building service employees engaged on New York City public building service contracts in excess of \$1,500.00. Prevailing rates are required to be annexed to and form part of the contract pursuant to §231 (4).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section 234 (1). 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 building service contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on building service contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to building service 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 building service 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 building service contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

PREVAILING WAGE FOR BUILDING SERVICE EMPLOYEES IN BUILDINGS WITH TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW §421-A

Covered Landlords shall ensure that all building service employees performing work in buildings with 50 or more dwelling units for which construction was commenced after December 27, 2007, that receive tax exemption benefits under Real Property Tax Law §421-a(8) (or 30 or more dwelling units in buildings that receive tax exemption benefits under Real Property Tax Law §421-a(16) or (17)), are paid no less than the prevailing wage rates listed in this schedule, unless the New York City Department of

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

Housing Preservation and Development determines that, at initial occupancy, at least 50 percent of the dwelling units are affordable to individuals or families with a gross household income at or below 125 percent of the area median income and that any such units which are located in rental buildings will be subject to restrictions to insure that they will remain affordable for the entire period during which they receive benefits under Real Property Tax Law §421-a.

PREVAILING WAGE FOR BUILDING SERVICE EMPLOYEES IN NEW YORK CITY LEASED OR FINANCIALLY ASSISTED FACILITIES PURSUANT TO NYC ADMINISTRATIVE CODE § 6-130

Covered landlords & covered financial assistance recipients shall ensure that all building service employees performing building service work at the premises to which a lease or financial assistance pertains are paid no less than the prevailing wage listed in this Schedule.

Covered Landlords include:

Businesses (other than not-for-profit organizations) leasing to New York City agencies commercial office space or commercial office facilities of 10,000 square feet or more where the City leases or rents no less than 51% of the total square footage of the building to which the lease applies (no less than 80% in Staten Island or in an area not defined as an exclusion area pursuant to section 421-a of the real property tax law on the date of enactment of the local law).

Covered Financial Assistance Recipients include:

Businesses (other than not-for-profit organizations) with annual gross revenues of five million dollars or more who have received financial assistance from the City of New York (as defined in New York City Administrative Code §6-130) with a total value of one million dollars or more.

Exemptions: Business Improvement Districts and employers with manufacturing operations at the premises to which the financial assistance pertains.

The information is intended to assist you in meeting your prevailing wage obligation. You should consult New York City Administrative Code §6-130 to determine whether you are covered by this prevailing wage law. New York City Administrative Code § 6-130 requires the City to maintain an updated list of covered landlords and financial assistance recipients who are subject to the prevailing wage requirement.

Labor Law § 231 (6) and NYC Administrative Law §6-130 requires contractors to post on the site of the work a current copy of this schedule of wages and supplements.

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 building service employee 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.

Contractors are solely responsible for maintaining original payroll records delineating, among other things, the hours worked by each employee within a given classification.

Some of the rates in this schedule are based on collective bargaining agreements. The

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

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

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

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

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

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

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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE



The City of New York
Office of the Comptroller
Bureau Of Labor Law
1 Centre Street
New York, NY 10007

Scott M. Stringer
Comptroller

If you are a Covered Building Service Employee and you have been paid less than the Prevailing Wage and Benefits, please contact us at 212-669-4443 or download our complaint form from our website at comptroller.nyc.gov/wages.

Si es un empleado de servicios a edificios elegible y recibió menos del sueldo prevalente y beneficios, por favor contáctenos en 212-669-4443 o descarga un formulario de reclamo del sitio del Internet comptroller.nyc.gov/wages.

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

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
BUILDING CLEANER AND MAINTAINER (OFFICE).....	6
BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)	10
BUILDING HVAC SERVICES OPERATOR	12
CLEANER (PARKING GARAGE).....	13
FUEL OIL.....	13
LANDSCAPING AND GROUNDSKEEPING WORKER	15
LOCKSMITH.....	16
MAINTENANCE WORKER, MACHINERY	16
MEDICAL WASTE REMOVAL	17
MOVER - OFFICE FURNITURE AND EQUIPMENT	18
REFUSE REMOVER.....	19
SECURITY GUARD (ARMED).....	19
SECURITY GUARD (UNARMED).....	21
WINDOW CLEANER	22

BUILDING CLEANER AND MAINTAINER (OFFICE)

Office Building Class "A" Handyperson (Over 280,000 square feet gross area)

(Includes all building service employees that, by training and experience, possess a certain amount of mechanical or technical skill and devote more than fifty (50) percent of their working time in a building to work involving such skills.)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$28.25**

Supplemental Benefit Rate per Hour: **\$12.16**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$29.07**

Supplemental Benefit Rate per Hour: **\$12.89**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Office Building Class "A" Foreperson, Starter (Over 280,000 square feet gross area)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$28.14**

Supplemental Benefit Rate per Hour: **\$12.16**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$28.96**

Supplemental Benefit Rate per Hour: **\$12.89**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Office Building Class "A" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 280,000 square feet gross area)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$25.82**

Supplemental Benefit Rate per Hour: **\$12.16**

Supplemental Note: for new hire 0-3 months of employment - \$0.00; for new hire 4-12 months of employment - \$9.07; for new hire 13-24 months of employment - \$11.84

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$26.60**

Supplemental Benefit Rate per Hour: **\$12.89**

Supplemental Note: for new hire 0-3 months of employment - \$0.00; for new hire 4-12 months of employment - \$9.69; for new hire 13-24 months of employment - \$12.56

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

Office Building Class "B" Handyperson (Over 120,000 and less than 280,000 square feet gross area)

(Includes all building service employees that, by training and experience, possess a certain amount of mechanical or technical skill and devote more than fifty (50) percent of their working time in a building to work involving such skills.)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$28.22**

Supplemental Benefit Rate per Hour: **\$12.16**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$29.04**

Supplemental Benefit Rate per Hour: **\$12.89**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Office Building Class "B" Foreperson, Starter (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$28.10**

Supplemental Benefit Rate per Hour: **\$12.16**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$28.93**

Supplemental Benefit Rate per Hour: **\$12.89**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Office Building Class "B" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$25.79**

Supplemental Benefit Rate per Hour: **\$12.16**

Supplemental Note: for new hire 0-3 months of employment - \$0.00; for new hire 4-12 months of employment - \$9.07; for new hire 13-24 months of employment - \$11.84

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$26.57**

Supplemental Benefit Rate per Hour: **\$12.89**

Supplemental Note: for new hire 0-3 months of employment - \$0.00; for new hire 4-12 months of employment - \$9.69; for new hire 13-24 months of employment - \$12.56

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

Office Building Class "C" Handyman (Less than 120,000 square feet gross area)

(Includes all building service employees that, by training and experience, possess a certain amount of mechanical or technical skill and devote more than fifty (50) percent of their working time in a building to work involving such skills.)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$28.17**

Supplemental Benefit Rate per Hour: **\$12.16**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$12.89**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Office Building Class "C" Foreperson, Starter (Less than 120,000 square feet gross area)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$28.06**

Supplemental Benefit Rate per Hour: **\$12.16**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$28.89**

Supplemental Benefit Rate per Hour: **\$12.89**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Office Building Class "C" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Less than 120,000 square feet gross area)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$25.75**

Supplemental Benefit Rate per Hour: **\$12.16**

Supplemental Note: for new hire 0-3 months of employment - \$0.00; for new hire 4-12 months of employment - \$9.07; for new hire 13-24 months of employment - \$11.84

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$26.52**

Supplemental Benefit Rate per Hour: **\$12.89**

Supplemental Note: for new hire 0-3 months of employment - \$0.00; for new hire 4-12 months of employment - \$9.69; for new hire 13-24 months of employment - \$12.56

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE**

For all BUILDING CLEANER AND MAINTAINER (OFFICE) titles:

New Hire: Shall be defined as an employee who has not worked any hours during the previous six-month period.

Vacation Relief Employee: Employees hired to replace vacationing employees only, may be paid 60% of wage and no benefits for up to 5 months.

Months of Employment: Shall be defined as an Employee's total length of service with the Employer or at the Facility, whichever is greater.

The paid holidays, vacation and sick leave listed below must be paid or provided in addition to the hourly supplemental benefit rate.

Overtime Description

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

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.

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

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Vacation

Less than 6 months of work.....no vacation

6 months of work.....three (3) days

1 year of work.....ten (10) days

5 years of work.....fifteen (15) days

15 years of work.....twenty (20) days

21 years of work.....twenty-one (21) days

22 years of work.....twenty-two (22) days

23 years of work.....twenty-three (23) days

24 years of work.....twenty-four (24) days

25 years or more of work.....twenty-five (25) days

Plus two Personal Days per year.

Sick Leave:

10 sick days per year.

Unused sick leave paid in the succeeding January, one full day pay for each unused sick day.

(Local #32 B/J)

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

Residential Building Handyperson

(Includes all building service employees that, by training and experience, possess a certain amount of mechanical or technical skill and devote more than fifty (50) percent of their working time in a building to work involving such skills.)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$26.80**

Supplemental Benefit Rate per Hour: **\$12.09**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Effective Period: 1/1/2019 - 4/20/2019

Wage Rate per Hour: **\$26.80**

Supplemental Benefit Rate per Hour: **\$12.81**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Effective Period: 4/21/2019 - 6/30/2019

Wage Rate per Hour: **\$27.43**

Supplemental Benefit Rate per Hour: **\$12.81**

Supplemental Note: for new hire 0-3 months of employment - \$0.00

Residential Building Cleaner/Porter, Doorman, Elevator Operator

(Includes all building service employees that keep buildings in clean and orderly condition, provide services to assist tenants such as with elevators, mail, keys and opening doors, and screen and announce visitors.)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$24.33**

Supplemental Benefit Rate per Hour: **\$12.09**

Supplemental Note: for new hire 0-3 months of employment - \$0.00; for new hire 4-12 months of employment - \$9.07; for new hire 13-24 months of employment - \$11.84

Effective Period: 1/1/2019 - 4/20/2019

Wage Rate per Hour: **\$24.33**

Supplemental Benefit Rate per Hour: **\$12.81**

Supplemental Note: for new hire 0-3 months of employment - \$0.00; for new hire 4-12 months of employment - \$9.69; for new hire 13-24 months of employment - \$12.56

Effective Period: 4/21/2019 - 6/30/2019

Wage Rate per Hour: **\$24.90**

Supplemental Benefit Rate per Hour: **\$12.81**

Supplemental Note: for new hire 0-3 months of employment - \$0.00; for new hire 4-12 months of employment - \$9.69; for new hire 13-24 months of employment - \$12.56

NEW HIRE - Cleaner/Porter, Doorman, Elevator Operator: 0-21 months may be paid 75% of the hourly wage rate published above, 22-42 months may be paid 85% of the hourly wage rate published above. Upon completion

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE**

of 42 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

For all BUILDING CLEANER AND MAINTAINER (RESIDENTIAL) titles:

New Hire: Shall be defined as an employee who has not worked any hours during the previous six-month period.

Vacation Relief Employee: Employees hired to replace vacationing employees only, may be paid 60% of wage and no benefits for up to 5 months.

Months of Employment: Shall be defined as an Employee's total length of service with the Employer or at the Facility, whichever is greater.

The paid holidays, vacation and sick leave listed below must be paid or provided in addition to the hourly supplemental benefit rate.

Overtime Description

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Overtime

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

Time and one half the regular rate for work on a holiday plus the day's pay.

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

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

Vacation

- 6 months.....three (3) days
 - 1 year.....ten (10) days
 - 5 years.....fifteen (15) days
 - 15 years.....twenty (20) days
 - 21 years.....twenty-one (21) days
 - 22 years.....twenty-two (22) days
 - 23 years.....twenty-three (23) days
 - 24 years.....twenty-four (24) days
 - 25 years.....twenty-five (25) days
- Plus two Personal Days per year.

SICK LEAVE

After 1 year of service.....ten (10) days per year

(Local #32 B/J)

BUILDING HVAC SERVICES OPERATOR

Engineer (Refrigeration)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.33**

Supplemental Benefit Rate per Hour: **\$18.32**

NEW HIRE - Engineer (Refrigeration): for the first year may be paid a starting rate of 85% of the hourly wage rate published above.

Fireperson

Fireperson (Helper): Assist the Engineer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.19**

Supplemental Benefit Rate per Hour: **\$17.90**

Please note that the NYC Comptroller's Office does not publish rates for the Stationary Engineer title.

For all BUILDING HVAC SERVICES OPERATOR titles:

The paid holidays and vacation leave listed below must be paid or provided in addition to the hourly supplemental benefit rate.

Overtime Description

All hours worked on a holiday shall be paid at two and one half times the regular wage rate in lieu of the paid day off.

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

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Plus six (6) floating Holidays

Vacation

6 months three (3) days

1 year ten (10) days

5 years fifteen (15) days

15 years twenty (20) days

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

21 years..... twenty-one (21) days
22 years twenty-two (22) days
23 years twenty-three (23) days
24 years twenty-four (24) days
25 years twenty-five (25) days

(Local #94)

CLEANER (PARKING GARAGE)

Garage Cleaner

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$12.00**

Supplemental Benefit Rate per Hour: **\$2.00**

Overtime

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

Time and one half the regular hourly rate after 40 straight time hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

FUEL OIL

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (5th Year and above)

Effective Period: 7/1/2018 - 12/15/2018

Wage Rate per Hour: **\$34.21**

Supplemental Benefit Rate per Hour: **\$23.07**

Effective Period: 12/16/2018 - 6/30/2019

Wage Rate per Hour: **\$34.96**

Supplemental Benefit Rate per Hour: **\$23.27**

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (4th Year)

Effective Period: 7/1/2018 - 12/15/2018

Wage Rate per Hour: **\$31.60**

Supplemental Benefit Rate per Hour: **\$23.07**

Effective Period: 12/16/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$32.35**
Supplemental Benefit Rate per Hour: **\$23.27**

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (3rd Year)

Effective Period: 7/1/2018 - 12/15/2018
Wage Rate per Hour: **\$29.60**
Supplemental Benefit Rate per Hour: **\$23.07**

Effective Period: 12/16/2018 - 6/30/2019
Wage Rate per Hour: **\$30.35**
Supplemental Benefit Rate per Hour: **\$23.27**

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (2nd Year)

Effective Period: 7/1/2018 - 12/15/2018
Wage Rate per Hour: **\$27.60**
Supplemental Benefit Rate per Hour: **\$23.07**

Effective Period: 12/16/2018 - 6/30/2019
Wage Rate per Hour: **\$28.35**
Supplemental Benefit Rate per Hour: **\$23.27**

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (1st Year)

Effective Period: 7/1/2018 - 12/15/2018
Wage Rate per Hour: **\$25.60**
Supplemental Benefit Rate per Hour: **\$23.07**

Effective Period: 12/16/2018 - 6/30/2019
Wage Rate per Hour: **\$26.35**
Supplemental Benefit Rate per Hour: **\$23.27**

For all FUEL OIL titles:

The paid holidays, vacation and sick leave listed below must be paid or provided in addition to the hourly supplemental benefit rate.

Overtime

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

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day

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

New Year's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Vacation

Less than 75 days worked.....no vacation.
75 days worked, but less than 110 days worked in a calendar year.....five (5) days the following year.
110 days or more worked in a calendar year.....ten (10) days the following year.

SICK LEAVE:

1 day sick leave earned for each 40 days worked in the preceding calendar year for a maximum of five (5) days per calendar year.

(Local #553)

LANDSCAPING AND GROUNDSKEEPING WORKER

Landscaper / Groundskeeper

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$18.21

Supplemental Benefit Rate per Hour: \$2.00

Overtime

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

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
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

LOCKSMITH

Locksmith

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$24.79**

Supplemental Benefit Rate per Hour: **\$5.99**

Overtime

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

Time and one half the regular hourly rate after 40 straight time hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

MAINTENANCE WORKER, MACHINERY

Mechanic

Performs routine machinery maintenance and minor repairs.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$30.24**

Supplemental Benefit Rate per Hour: **\$5.99**

Mechanic Helper

Lubricates machinery, cleans and changes parts, assists Mechanics.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$20.39**

Supplemental Benefit Rate per Hour: **\$5.99**

Overtime

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

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
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

MEDICAL WASTE REMOVAL

Driver

Effective Period: 7/1/2018 - 3/31/2019

Wage Rate per Hour: **\$22.12**

Supplemental Benefit Rate per Hour: **\$11.67**

Effective Period: 4/1/2019 - 6/30/2019

Wage Rate per Hour: **\$23.02**

Supplemental Benefit Rate per Hour: **\$12.53**

Helper

Effective Period: 7/1/2018 - 3/31/2019

Wage Rate per Hour: **\$18.37**

Supplemental Benefit Rate per Hour: **\$11.67**

Effective Period: 4/1/2019 - 6/30/2019

Wage Rate per Hour: **\$19.27**

Supplemental Benefit Rate per Hour: **\$12.53**

Tractor Trailer Driver

Effective Period: 7/1/2018 - 3/31/2019

Wage Rate per Hour: **\$24.62**

Supplemental Benefit Rate per Hour: **\$11.67**

Effective Period: 4/1/2019 - 6/30/2019

Wage Rate per Hour: **\$25.52**

Supplemental Benefit Rate per Hour: **\$12.53**

Overtime Description

Time and one half the regular hourly rate after an 8 hour day or after 40 straight time hours in any work week. The seventh day of work in a workweek is paid at double time the regular hourly rate. Time and one half the regular hourly rate for work on a holiday plus days pay for below paid holidays.

For all MEDICAL WASTE REMOVAL titles:

The paid holidays and vacation leave listed below must be paid or provided in addition to the hourly supplemental benefit rate.

Paid Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Vacation

1 year of service but less than five years.....ten (10) days
5 years of service but less than ten years.....fifteen (15) days
10 years of service.....sixteen (16) days
11 years.....seventeen (17) days
12 years.....eighteen (18) days
13 years.....nineteen (19) days
14 years.....twenty (20) days
20 years.....twenty-one (21) days
21 years.....twenty-two (22) days
22 years.....twenty-three (23) days
23 years.....twenty-four (24) days
24 years.....twenty-five (25) days
Plus 2 Personal Days

(Local #813)

MOVER - OFFICE FURNITURE AND EQUIPMENT

Heavy and Tractor Trailer Truck Driver

Tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.33**

Supplemental Benefit Rate per Hour: **\$5.56**

Light Truck Driver

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$19.10**

Supplemental Benefit Rate per Hour: **\$5.56**

Laborer and Freight, Stock, and Material Mover, Hand

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.88**

Supplemental Benefit Rate per Hour: **\$5.56**

Packer and Packager, Hand

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

Packs, wraps and labels office furniture and equipment and loads it onto dollies and into elevators.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$12.87**

Supplemental Benefit Rate per Hour: **\$5.56**

Overtime

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

Time and one half the regular hourly rate after 40 straight time hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

REFUSE REMOVER

Refuse Remover

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$30.77**

Supplemental Benefit Rate per Hour: **\$5.56**

Overtime

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

Time and one half the regular hourly rate after 40 straight time hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

SECURITY GUARD (ARMED)

Security Guard (Armed)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$29.25**

Supplemental Benefit Rate per Hour: **\$5.90**

Supplemental Note: for new employee 0-120 days of employment - \$5.35; for new employee 121 days - 2 years of employment - \$5.46

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$29.50**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE**

Supplemental Benefit Rate per Hour: \$6.14

Supplemental Note: for new employee 0-120 days of employment - \$5.59; for new employee 121 days - 2 years of employment - \$5.70

Overtime Description

If President's Day is not observed, then the employer may substitute another holiday not listed below. If an employer observes a holiday not listed they may substitute said holiday with one on the list.

A guard is eligible for Paid Holidays after one year of continuous employment.

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

For all SECURITY GUARD (ARMED) titles:

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

The paid holidays, vacation and sick leave listed below must be paid or provided in addition to the hourly supplemental benefit rate.

Overtime

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

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Personal Day

Vacation

Months on payroll	Vacation with Pay
6	3 days
12	1 week
24	2 weeks
60	3 weeks
180	4 weeks
300	5 weeks

Sick Leave

0 - 120 days of employment, employees will accumulate one (1) hour for every thirty (30) hours worked

121 days - 36 months of employment, employees will receive five (5) paid sick days

36 months or more of employment, employees will receive six (6) paid sick days

(Local #32B/J)

SECURITY GUARD (UNARMED)

(Security Guards in residential buildings are limited to monitoring and patrolling the interior and exterior of the building premises for the purpose of protecting the safety and property of the building, its residents, visitors and employees.)

Security Guard (Unarmed) 0 - 36 months - (Hired on or after 1/1/2016)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$14.80**

Supplemental Benefit Rate per Hour: **\$5.90**

Supplemental Note: for new employee 0-120 days of employment - \$5.35, for new employee 121 days – 2 years of employment - \$5.46

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$15.50**

Supplemental Benefit Rate per Hour: **\$6.14**

Supplemental Note: for new employee 0-120 days of employment - \$5.59, for new employee 121 days – 2 years of employment - \$5.70

Security Guard (Unarmed)

(Includes Security Guard (Unarmed) 31 months or more - Hired before 1/1/2016 and Security Guard (Unarmed) over 36 months – Hired on or after 1/1/2016.)

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$17.40**

Supplemental Benefit Rate per Hour: **\$5.90**

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$6.14**

Overtime Description

If President's Day is not observed, then the employer may substitute another holiday not listed below. If an employer observes a holiday not listed they may substitute said holiday with one on the list.

A guard is eligible for Paid Holidays after one year of continuous employment.

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

For all SECURITY GUARD (UNARMED) titles:

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

The paid holidays, vacation and sick leave listed below must be paid or provided in addition to the hourly supplemental benefit rate.

Overtime

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Personal Day

Vacation

Months on payroll	Vacation with Pay
6	3 days
12	1 week
24	2 weeks
60	3 weeks
180	4 weeks
300	5 weeks

Sick Leave

- 0 - 120 days of employment, employees will accumulate one (1) hour for every thirty (30) hours worked
- 121 days - 36 months of employment, employees will receive five (5) paid sick days
- 36 months or more of employment, employees will receive six (6) paid sick days

(Local #32B/J)

WINDOW CLEANER

Window Cleaner

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$29.30**

Supplemental Benefit Rate per Hour: **\$12.18**

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$30.07**

Supplemental Benefit Rate per Hour: **\$12.90**

Power Operated Scaffolds, Manual Scaffolds, and Boatswain Chairs

Effective Period: 7/1/2018 - 12/31/2018

Wage Rate per Hour: **\$31.99**

Supplemental Benefit Rate per Hour: **\$12.18**

Effective Period: 1/1/2019 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$32.82**
Supplemental Benefit Rate per Hour: **\$12.90**

Window Cleaner Apprentice (0 - 3 months)

Effective Period: 7/1/2018 - 12/31/2018
Wage Rate per Hour: **\$21.68**
Supplemental Benefit Rate per Hour: None

Effective Period: 1/1/2019 - 6/30/2019
Wage Rate per Hour: **\$22.25**
Supplemental Benefit Rate per Hour: None

Window Cleaner Apprentice (4 - 7 months)

Effective Period: 7/1/2018 - 12/31/2018
Wage Rate per Hour: **\$23.44**
Supplemental Benefit Rate per Hour: **\$12.18**

Effective Period: 1/1/2019 - 6/30/2019
Wage Rate per Hour: **\$24.06**
Supplemental Benefit Rate per Hour: **\$12.90**

Window Cleaner Apprentice (8 - 11 months)

Effective Period: 7/1/2018 - 12/31/2018
Wage Rate per Hour: **\$24.85**
Supplemental Benefit Rate per Hour: **\$12.18**

Effective Period: 1/1/2019 - 6/30/2019
Wage Rate per Hour: **\$25.50**
Supplemental Benefit Rate per Hour: **\$12.90**

Window Cleaner Apprentice (12 - 15 months)

Effective Period: 7/1/2018 - 12/31/2018
Wage Rate per Hour: **\$26.28**
Supplemental Benefit Rate per Hour: **\$12.18**

Effective Period: 1/1/2019 - 6/30/2019
Wage Rate per Hour: **\$26.97**
Supplemental Benefit Rate per Hour: **\$12.90**

Window Cleaner Apprentice (16 - 17 months)

Effective Period: 7/1/2018 - 12/31/2018
Wage Rate per Hour: **\$27.69**
Supplemental Benefit Rate per Hour: **\$12.18**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
BUILDING SERVICE EMPLOYEE PREVAILING WAGE SCHEDULE**

Effective Period: 1/1/2019 - 6/30/2019

Wage Rate per Hour: **\$28.42**

Supplemental Benefit Rate per Hour: **\$12.90**

For all WINDOW CLEANER titles:

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

The paid holidays, vacation and sick leave listed below must be paid or provided in addition to the hourly supplemental benefit rate.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Personal Day

Vacation

- After 7 months but less than 1 year of service.....five (5) days
- 1 year but less than 5 years of service.....ten (10) days
- 5 years of service but less than 15 years of service.....fifteen (15) days
- 15 years of service but less than 21 years of service.....twenty (20) days
- 21 years.....twenty-one (21) days
- 22 years.....twenty-two (22) days
- 23 years.....twenty-three (23) days
- 24 years.....twenty-four (24) days
- 25 years or more of service.....twenty-five (25) days
- Plus 1 day per year for medical visit

SICK LEAVE:

10 days after one year worked. Unused sick days to be paid in cash.

(Local #32 B/J)

NYC ADMINISTRATIVE CODE § 6-109

A City service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees no less than the living wage and must provide its covered employees healthcare benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate.

A City service contractor or subcontractor that provides building services, food services or temporary office services must pay its covered employees no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its covered employees healthcare benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York has promulgated this schedule of wages and supplemental benefits for the above services on New York City contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board. This schedule is required to be annexed to and form part of the contract pursuant to § 6-109.

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 NYC Administrative Code section § 6-109. 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 or living wage rates or practices with respect to procurement on City service contracts. Contractors are advised to review this schedule before bidding on City service contracts. Contractors with questions concerning trade classifications, prevailing or living wage rates or practices with respect to City service contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing or living 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 or living wage rates or practices on City service 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 City service contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

NYC Administrative Code § 6-109 requires contractors and subcontractors to post on the site of the work a current copy of this schedule of wages and supplemental benefits.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
NYC SERVICE CONTRACTORS PREVAILING WAGE AND LIVING WAGE SCHEDULE

must pay the wages and supplements in effect when the City service employee 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.

Contractors are solely responsible for maintaining original payroll records delineating, among other things, the hours worked by each employee within a given classification.

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.

The New York State Minimum Wage Act, Labor Law § 652 et seq., may require a higher wage than the living wage set forth in this schedule. 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.

For more information, please refer to the Comptroller's Prevailing Wage/Living Wage and Minimum Average Hourly Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapters 2 and 3, available at comptroller.nyc.gov/wages.

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

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
BUILDING CLEANER AND MAINTAINER (OFFICE).....	4
BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)	4
CLEANER (PARKING GARAGE).....	4
DAY CARE SERVICES.....	4
FOOD SERVICE EMPLOYEES	4
HEAD START SERVICES	5
HOMECARE SERVICES	6
LANDSCAPING AND GROUNDSKEEPING WORKER	6
SECURITY GUARD (ARMED).....	6
SECURITY GUARD (UNARMED).....	7
SERVICES TO PERSONS WITH CEREBRAL PALSY.....	7
TEMPORARY OFFICE SERVICES.....	7
WINDOW CLEANER	8

BUILDING CLEANER AND MAINTAINER (OFFICE)

For the above building service classification, see the Building Service Employee Schedule: Labor Law Article 9, Real Property Tax Law 421-a, NYC Administrative Code 6-130.

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

For the above building service classification, see the Building Service Employee Schedule: Labor Law Article 9, Real Property Tax Law 421-a, NYC Administrative Code 6-130.

CLEANER (PARKING GARAGE)

For the above building service classification, see the Building Service Employee Schedule: Labor Law Article 9, Real Property Tax Law 421-a, NYC Administrative Code 6-130.

DAY CARE SERVICES

Day Care Services

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$10.00**

Supplemental Benefit Rate per Hour: **\$1.50**

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
NYC SERVICE CONTRACTORS PREVAILING WAGE AND LIVING WAGE SCHEDULE

Cook

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$17.64**

Supplemental Benefit Rate per Hour: **\$2.00**

Cafeteria Attendant

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$14.13**

Supplemental Benefit Rate per Hour: **\$2.00**

Counter Attendant

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$12.60**

Supplemental Benefit Rate per Hour: **\$2.00**

Kitchen Helper / Dishwasher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$12.92**

Supplemental Benefit Rate per Hour: **\$2.00**

Overtime

Time and one half the regular hourly rate after 40 straight time hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

HEAD START SERVICES

Head Start Services

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$10.00**

Supplemental Benefit Rate per Hour: **\$1.50**

(NYC Administrative Code §6-109)

HEMOCARE SERVICES

Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.

For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.

For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$10.00**

Supplemental Benefit Rate per Hour: **\$1.50**

(NYC Administrative Code §6-109)

LANDSCAPING AND GROUNDSKEEPING WORKER

For the above building service classification, see the Building Service Employee Schedule: Labor Law Article 9, Real Property Tax Law 421-a, NYC Administrative Code 6-130.

SECURITY GUARD (ARMED)

For the above building service classification, see the Building Service Employee Schedule: Labor Law Article 9, Real Property Tax Law 421-a, NYC Administrative Code 6-130.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Building Service Employee Schedule: Labor Law Article 9, Real Property Tax Law 421-a, NYC Administrative Code 6-130.

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$10.00**

Supplemental Benefit Rate per Hour: **\$1.50**

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Provides high-level administrative support by conducting research, preparing statistical reports and handling information requests in addition to performing clerical functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings. May also train and supervise lower-level clerical staff.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$36.45**

Supplemental Benefit Rate per Hour: **\$4.44**

Cashier

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$12.49**

Supplemental Benefit Rate per Hour: **\$4.44**

Computer Assistant

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
NYC SERVICE CONTRACTORS PREVAILING WAGE AND LIVING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$22.56**

Supplemental Benefit Rate per Hour: **\$4.44**

Data Entry Operator

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$18.20**

Supplemental Benefit Rate per Hour: **\$4.44**

File Clerk

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.90**

Supplemental Benefit Rate per Hour: **\$4.44**

Receptionist

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.69**

Supplemental Benefit Rate per Hour: **\$4.44**

Secretary

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$20.90**

Supplemental Benefit Rate per Hour: **\$4.44**

Word Processor

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$23.56**

Supplemental Benefit Rate per Hour: **\$4.44**

Overtime

Time and one half the regular hourly rate after 40 straight time hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
NYC SERVICE CONTRACTORS PREVAILING WAGE AND LIVING WAGE SCHEDULE**

For the above building service classification, see the Building Service Employee Schedule: Labor Law Article 9, Real Property Tax Law 421-a, NYC Administrative Code 6-130.

EXHIBIT B:
GENERAL CONDITIONS FOR DEMOLITION SERVICES &
REQUIREMENTS RELATING TO BONDING, DAMAGES,
GUARANTEES & INSURANCE

EXHIBIT B
General Conditions for Demolition Services
& Requirements Relating to Bonding, Damages, Guarantees & Insurance

ARTICLE 1
CONFLICT

In the event any of the provisions of the Contract shall be deemed to be in conflict with these General Conditions or shall create any ambiguity, then these General Conditions shall control.

ARTICLE 2
DEFINED TERMS

Except as otherwise provided herein, all defined terms in the Contract Documents are incorporated into these General Conditions.

ARTICLE 3
TIME OF ESSENCE

Inasmuch as the provisions hereof, and all of the other Contract Documents and Work Orders issued pursuant to this contract, relating to the times, performance and completion of the Work are for the purpose of enabling Owner to administer public safety efficiently and economically and in accordance with a predetermined program, all such time limits are of the essence of this Contract. Work must commence and be completed within the time frames indicated on any Work Order issued pursuant to this Contract.

ARTICLE 4
WORK INCLUDED

The Work shall include the furnishing of all labor, materials, equipment, insurance and services required or necessary for or incidental to the execution of all Work of whatever nature in accordance with the Contract Documents. The Work consists of the demolition and removal of certain buildings and structures, and other related operations, on various Sites located in the Boroughs of Brooklyn, Queens and Staten Island, City and State of New York, as assigned to the Contractor by Owner via Work Orders. It is understood that except as otherwise specifically stated in the Contract Documents or Work Order, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, power, transportation, superintendence and temporary construction of every nature whatsoever necessary to execute and complete the Work to be done under the Contract Documents.

ARTICLE 5
PROGRESS AND ORDER OF THE WORK. SUSPENSION OF WORK

The Owner may designate the first block or the first building or buildings within a block on which the Contractor shall commence Work, and may direct or alter from time to time the sequence of the performance of au the Work. All Work shall be performed in such order and by any such methods as will produce the best Workmanship, economy, safety, and speed. The Owner shall have the right, without giving the Contractor the right to any extra compensation, when in the judgment of the Owner the Work is not proceeding in accordance with the proper rate of progress, to require the Contractor to take such measures or adopt such methods as may be necessary, in the Owner's opinion, to obtain and maintain satisfactory progress. The failure of the Owner to demand that the Contractor adopt such measures shall not relieve the Contractor of his obligation to secure the rate of progress necessary to complete the Work within the time required by the Work Order. Furthermore, if at any time, it shall be impracticable or contrary to the interests of the City, in the judgment of the Owner, to proceed with or

continue the performance of the Work or any part thereof, whether or not for reasons for which either of the parties is responsible, the Owner may order the Contractor to suspend performance until such time as the deemed practicable to proceed.

ARTICLE 6

DETERMINING DATE OF COMPLETION

Final inspection of the Work by Owner shall be made within ten (10) days after receipt of the Contractor's written request therefor. The Work shall be deemed complete as of the date of such inspection, if, upon such inspection, HPD Inspector finds that no further Work remains to be done at the Site. However, if such inspection, in the judgment of Owner, reveals items of Work still to be performed, the Contractor shall promptly perform them and then request a reinspection. If, upon any reinspection, Owner determines that the Work is complete, the date of completion shall be deemed to be the actual date of such reinspection, which shall be made not more than ten (10) days after the date of the request therefor.

ARTICLE 7

CONDITION OF PREMISES

The Contractor shall accept the Site "as is" and shall perform work at the Site, as specified in the Work Order. The Owner assumes no responsibility for the condition of the buildings and structures on the Site, nor for their continuance in the condition existing at the time of the issuance of the Work Order or thereafter. All damage or loss whether by reason of fire, theft, or other casualty or happening, shall accrue to the Contractor from and after the date of the issuance of the Work Order. No such damages or loss shall relieve the Contractor from any obligation under this Contract to complete all Work as herein provided.

ARTICLE 8

RELEASE OF BUILDINGS TO CONTRACTORS

No building shall be demolished until title thereto, or judicial or administrative authority, shall have been vested in the **Owner**, the occupants thereof have vacated the same and the **Owner** shall have advised the Contractor of the buildings and structures on which Work may be commenced. Notwithstanding the failure or refusal of the **Owner** to make available to the Contractor all buildings and structures included in this Contract, the Contractor shall proceed with the work as specified in the Scope of Work as the **Owner** has made it available to them and they shall perform the Work in such order as the **Owner** or the HPD Demolition Inspector or other representative of the **Owner** shall require, at no additional cost or expense to the **Owner**. In case of the failure of the **Owner** to acquire title to any of the Site(s) included in this Contract or have any buildings or structures vacated by the occupant or occupants thereof, or in case of the failure or refusal of the **Owner** to release any of the buildings or structures included in this Contract to the Contractor for demolition, such buildings and structures may be omitted from the Contract and the Total Contract Price shall be adjusted in accordance with the provisions of the Contract relating to Work omitted.

ARTICLE 9

CONTRACTOR'S FIELD OFFICE

The Contractor may establish a temporary field office for its own use at the Site during the period of demolition, at which readily accessible copies of all Contract Documents shall be kept. It shall be located where it shall not interfere with the progress of any part of the Work. If a field office is established, there shall be a responsible and competent representative of the Contractor in charge thereof who is readily accessible and duly authorized to receive orders and directions and put them into effect.

ARTICLE 10

PERMITS

The Contractor shall make the necessary arrangements and at their own expense, secure and pay for and obtain all permits required for his Work, such as demolition, sheds, sidewalk, crosswalks, street, hydrants, removal of abandoned water taps, sealing of house connection drains, electrical, plumbing, gas and sewer permits as necessary and shall comply with all applicable Federal, State and Municipal Laws and Ordinances. Contractor shall also do all things necessary to close out such permits.

On a job where DOB has declared an Immediate Emergency the Contractor shall document to Owner that all required permits have been filed for within ten (10) calendar days of commencement of the Work. Otherwise, the Contractor shall file for permits upon notice to do so by Owner, and shall not commence demolition work until permits have been issued and Owner notifies contractor to proceed.

All wetland adjacent sites will require New York State Department of Environmental Conservation ("DEC") freshwater and/or tidal wetlands permits under Article 24 and Article 25 of the Environmental Conservation Law ("ECL"). The contractor must retain a wetland delineation specialist to perform all necessary wetland delineations on and prepare all required supporting documents, including site survey detailing wetland extents, and erosion control plans.

ARTICLE 11 **TEMPORARY SERVICES**

- 11.1 Temporary Water: During the demolition of the building and structures the Work area shall be kept thoroughly wet down by the Contractor to prevent any dust and dirt from arising. The Contractor shall, at their own cost and expense, provide water lines for this purpose and furnish all connections that may be required. The Contractor shall obtain a hydrant permit from the City Department of Environmental Protection ("DEP"), prior to the commencement of the Work, which shall permit the use of water for the duration of the Contract. No work shall be commenced by the Contractor until the original hydrant permit and paid receipt bill or photocopy of such permit shall have been filed with the **Owner**. Upon completion of the Work, all temporary water or other lines installed by the Contractor shall be removed by the Contractor at their own cost and expense. The Contractor's application for final payments to the **Owner** shall be accompanied by a receipt from the DEP stating that all charges for water have been fully paid by the Contractor.
- 11.2 Temporary Toilet Facilities: Toilet facilities, if required, shall be furnished and maintained in a satisfactory operating condition by the Contractor at their own expense and the temporary toilet fixtures and enclosure shall be kept in a clean and sanitary condition and shall be in compliance with all sanitary regulations of the City and State health authorities.
- 11.3 Temporary Power: The Contractor shall provide all temporary power that may be required at the Site for its own use, including gas or diesel powered portable generators.

ARTICLE 12 **GENERAL REQUIREMENTS**

- 12.1 Except as provided in Article 22.1, all materials forming a permanent part of the buildings and structures to be demolished under this Contract shall become the property of the Contractor and shall be removed from the Site by Contractor at their sole cost and expense. Personal property, equipment, machinery, and trade or other fixtures which are or become the property of the **Owner** by virtue of purchase or condemnation by the **Owner**, shall hereby become the property of the Contractor unless specifically designated otherwise by the Owner, and shall be removed from the Site by Contractor at their sole cost and expense. Otherwise, such personal property, equipment, machinery, and trade or other fixtures shall not become the property of the Contractor and shall not be removed from the Site by them.
- 12.2 Unless otherwise specified in this Contract, all structures of every nature, including buildings, garages and other obstructions within the lot lines included in this Contract, shall be demolished

and removed to the following levels:

- 12.2.1 Structures adjacent to or bordering upon an existing sidewalk, to the existing elevation of the sidewalk curb;
 - 12.2.2 All other structures, to the elevation of the ground immediately adjacent thereto. (The bottom level of any areaway or yard below surrounding grade, however, shall not be considered ground level.);
 - 12.2.3 Where the applicable sidewalk curb or ground level referred to in (a) and (b) above is sloping, or at varying elevations or where the sidewalk adjoining or adjacent to one portion of such structures is at a different elevation from the ground immediately adjacent to other portions thereof, such demolition and removal shall conform to such slopes or varying elevations. The Contractor shall, however, demolish between varying elevations to a slope at such an angle as the Owner may direct.
- 12.3 Except as otherwise specifically provided in this Contract, all disputes and/or questions relating to the elevations or grades above referenced shall be submitted to and determined by the Owner, and the determination shall be final and binding on the Contractor for all purposes.
- 12.4 Masonry walls shall be demolished by the Contractor in small sections. Structural steel, cast iron framing, and heavy timber members, shall be individually removed and carefully lowered. All basement partitions: furnaces, heating apparatus and piping, stairways, and similar materials shall be removed from the Site. Demolition shall proceed in an orderly fashion starting on the roof of the building and working downward one floor at a time, in accordance with the City's Administrative Code. If manual demolition is specified by the Owner, such manner of demolition shall occur down to the first story level of the structure and may then continue by mechanical means. The Contractor shall provide sheet piling, shoring, bracing or any other means as may be necessary to ensure the stability of the walls and prevent collapse.
- 12.5 All obstructions such as fences, underground tanks, clothes poles, flag poles, frame work of any description (except trees) shall be removed by the Contractor at their own cost and expense regardless of whether a building exists on the lot where such obstructions are found.
- 12.6 All abandoned vehicles on the Site are to be removed by the Contractor unless otherwise instructed by Owner.
- 12.7 No buildings or structures shall be removed from the Site as a whole or substantially as a whole, but rather be completely demolished while within the Site.
- 12.8 All existing floors on earth or fill, except wood construction, shall be broken into pieces of less than one-half cubic yard by the Contractor, to the satisfaction of the Owner, but such pieces need not be removed. All wood construction shall be removed from the Site.

ARTICLE 13

PROTECTION OF ADJACENT STRUCTURES AND PROPERTY

- 13.1 The work shall be carried on in a manner that shall ensure that adjacent property is not damaged by falling debris or any other cause attributable to the Contractor's Work, and so as to not interfere with the use of adjacent buildings and structures or the free and safe passage to and from such buildings.
- 13.2 Before starting demolition of a building adjacent to another building(s) which is (are) to remain standing, the Contractor shall perform an inspection to determine the physical condition of the building(s) that are to remain standing. Upon request, a representative of the Owner will accompany the Contractor.

- 13.3 The Contractor shall take every precaution to guard against any movement, settlement or collapse of adjacent buildings, and shall provide and place at their own expense, any bracing or shoring necessary or in connection therewith, and shall be solely and entirely responsible for the safety and support of such buildings and shall be solely liable for any such movement, settlement or collapse and any damage or injury caused thereby or resulting therefrom.
If at any time the safety of any adjacent building or structure shall appear to be endangered, the Contractor shall cease operations, notify the Owner and utilize all proper means to support such building or structure and shall not resume operations until permission has been secured in writing from the Owner. If the Owner considers additional bracing or shoring necessary to safeguard and prevent any such movement, settlement or collapse, then the Contractor shall promptly provide and place any such bracing or shoring. If the Contractor fails to promptly perform such work, such bracing and shoring may be placed by the Owner at the expense of the Contractor. In the event that additional bracing or shoring could not have been anticipated at the time the Contractor's bid was submitted, a change order authorizing the additional work and additional payment to the Contractor will be issued, in accordance with the Contract.
- 13.4 The Contractor shall take every precaution to guard against the movement, settlement, or collapse of any sidewalks or street passages adjoining the Site. The Contractor shall be liable for any such movement, settlement or collapse and shall promptly repair such damage when ordered by the Owner.
- 13.5 The Contractor shall repair, at their own expense, any damage to property of the **Owner** or any damage to property of any other person or persons on or off the Site by reason of the Contractor's work.
- 13.6 Where a building to be demolished is adjacent to another building which is to remain standing, the adjacent wall shall remain in its entirety, except as may be otherwise specified herein. The Contractor shall, at their own expense, perform the following Work in a competent and work person-like manner, where applicable to the building or buildings affected:
- 13.6.1 Bend over all anchors at beam ends in the standing party wall and brick up all open beam holes. Where, in the opinion of the Owner, conditions make it necessary, the Contractor shall add all required anchoring (ties) to party walls to ensure the integrity and safety thereof.
- 13.6.2 Remove all unnecessary chimney breasts and other projections and brick up all openings flush on the exposed side of the standing adjacent wall. Point and patch all masonry which is in poor condition, if required by HPD Demolition Inspector and/or Professional of Record.
- 13.6.3 Masonry and brick walls shall be weatherproofed by direct application of 2 coats of cementitious product (e.g. ThoroSeal®, or equal) in accordance with the manufacturer's directions.
- 13.6.4 Where walls which intersect the standing party wall are to be removed (such as front and rear walls), the walls to be removed are to be neatly cut at the face of the juncture with the standing party wall and the cut thus made is to be fully and neatly parged.
- 13.6.5 Any roofing, cornice, scupper and/or gutter, leader head and leader, or other existing arrangements for protection of a building against the elements, which is to be cut or disturbed by the removal of the adjacent building, is to be properly repaired and rendered serviceable for the purpose for which it was intended.
- 13.6.6 Existing party wall fire escape balconies shall not be demolished, removed or disturbed when such demolition, removal or disturbance will destroy the full effectiveness of such party wall balconies as a means of egress, unless and until the Contractor provides the structure with a legal fire escape or other means of egress meeting the requirements of the City agencies having jurisdiction thereof.
- 13.6.7 Lath and plaster or other wall finish on the exposed side of remaining wall shall be removed to provide a proper nailing surface on the exposed edge of the studs and shall be performed in such manner that brick fill or other insulation (if present) is protected and preserved. A minimum thickness of 1/2" exterior grade plywood shall be attached to the face of the studs.

The nailing to the studs shall comply with the applicable provisions of the City's Administrative Code. Noncorrosive or galvanized metal molding (z-bar) shall be provided to each horizontal joint to act as a flashing. The wall shall be weatherproofed by installation of a moisture barrier and rolled roof material or similar as accepted by the Department of Buildings. Other methods of providing adequate protection of the exposed party stud walls may be employed if approved by the Borough Superintendent of the City's Department of Buildings.

ARTICLE 14 **TEMPORARY SITE PROTECTION**

As directed by Owner or Owner's Engineer and/or Professional of Record, the Contractor shall provide continuous protection of the site from commencement of the demolition until cleaning and grading has occurred and the site is completely leveled. Contractor shall ensure that the Site shall be enclosed along the lot lines and building lines using, as directed, any of the following forms of protection:

- (a) Sidewalk Shed: As required, a steel sidewalk shed shall be erected in compliance with the requirements of the provisions of the Administrative Code of the City of New York.
- (b) Tight board Fence: As required, must be uniformly erected to 8 feet high using 3" x 10" (nominal) lumber or plywood, with viewing panels as required by DOB. Materials must be tightly erected with no visible gaps. Secondhand material may be utilized by the Contractor if in good condition and approved by Owner prior to usage.
- (c) Barricade: As required, must be uniformly erected to 4 feet high using plywood or beams, or substitute materials acceptable to Owner. Materials must be tightly erected with no visible gaps. Secondhand material may be utilized by the Contractor if in good condition and approved by Owner prior to usage.
- (d) Construction Netting: This form of protection is only permitted, if approved by Owner, after complete demolition of building and only debris remains on the site. Contractor shall provide and install fire-retardant, non-corrosive knitted polyethylene vertical debris netting, hole openings one quarter inch (1/4"), weighing twenty-three pounds per hundred square feet (23lbs/100 sq ft), horizontal breaking strength two hundred fifty pounds (250 lbs). Netting must be secured to posts which are driven below the surface or must be secured in an equivalent manner.

ARTICLE 15 **PERMANENT FENCES**

If permanent chain link or tightboard fencing of the Site after demolition is specified in the Scope of Work, the Contractor shall furnish and erect such permanent fencing enclosing the Site approximately along the lot lines of the Site. The fence shall be erected within 10 business days of completion of all other work on the site (i.e., cleaning and grading, party wall treatment, etc.). An extension of 10 days to erect the fence may be granted by Owner in response to a written request from the Contractor. The following materials shall be utilized for erecting permanent fences:

- (a) Permanent Chain Link Fence shall be 11 gauge 2" diamond mesh size, hot dipped galvanized with 1.2 ounces of zinc coating per square foot. Selvage shall be barbed at top and bottom. The fabric shall be one single width for the full height of the fence. Line posts shall be 2.375 inches outside diameter with a wall thickness of .076 and the weight per foot 1.87 lbs. hot dipped galvanized after fabrication, and shall be spaced not more than ten (10) feet apart. End, corner and gate posts shall be 2.875 inches outside diameter with a wall thickness of .110 inches and the weight per foot of 3.25 lbs. hot dipped galvanized after fabrication. Top rails shall be 1.625 inches outside diameter with a wall thickness of .072 and the weight per foot of 1.22 lbs., hot dipped galvanized after fabrication. Top rails shall not exceed 21 feet long, connected to each other via a sleeve with a wall thickness of .125 inches and shall be coupled with outside sleeve coupling to allow for expansion and contraction, and shall pass through holes provided in fittings on all tops of line posts. A tension wire of No.9 gauge coil spring galvanized wire shall be stretched along the bottom of the fence and securely fastened to all posts and to fabric at intervals of not more than 2 feet. The chain link fabric of the fence shall be fastened

securely to the top rail at intervals of not more than 14 inches. These ties shall be of high tensile strength galvanized wire No.9 gauge, or clamps, tension strips or galvanized bands as approved by HPD. Posts shall be set in concrete not less than 2 feet 6 inches deep. The footings shall be 12 inches in diameter at grade and not less than 14 inches in diameter at bottom of footings for all the line posts and for end posts. The bottom of footings for posts shall extend 6 inches below the bottom of the posts. The excavated postholes are to be completely filled with concrete. Upon completion of the permanent fence, the posts are to be plumb and in proper alignment and the fabric shall be stretched uniformly and be tight as possible, but not so tight so as to pull the materials out of shape.

- (b) Permanent Tightboard Fence shall be constructed 8 feet high of all pressure treated exterior grade wood, with viewing panels as required by DOB. Posts shall be 4" x 4" lumber, set in concrete or quick setting 30 inches deep at minimum, 4 feet on center. Top and bottom rails shall be 2" x 4" lumber, fastened to the posts with 3 inch exterior (deck) screws. 3/4" pressure treated exterior grade plywood shall be fastened to the rails with 2 inch exterior (deck) screws. Fence shall be painted two coats, both sides, with dark (forest) green exterior paint.
- (c) Permanent fencing to DEC specifications will be required of all wetland adjacent properties. Fencing specifications will be determined on a site by site basis.

ARTICLE 16 **UTILITY LINES**

- 16.1 The Contractor shall completely seal all storm or sanitary sewers leading from the structures which are to be demolished. All connections to sewers leading from buildings shall be sealed and capped at a point outside of the project lines and in full accordance with regulations of and to the satisfaction of the **Owner**.
- 16.2 The Contractor shall remove all live water taps actually servicing the building(s) to be demolished to the satisfaction of DEP. The individual water taps shall be shut off prior to commencement of the Work and evidence of same shall be furnished to the Owner in the form of proper releases from DEP.
- 16.3 The Contractor shall carefully back fill and tamp all street openings made for the removal of water taps and bulk heading house drains, or for any other purpose. The Contractor shall maintain all street openings in a safe condition in strict accordance with all local laws and regulations until final acceptance.
- 16.4 All Work arising from or in connection with the performance of the provisions of 16.1, 16.2, and 16.3 shall be performed at such times and in such sequence as the Owner may direct.
- 16.5 Unless otherwise specified in the Scope of Work, Owner shall effect the disconnection of all other utilities: steam; gas; electric; telephone; cable television; and any other wires. The Contractor is responsible to ensure all such disconnections have been performed prior to commencing work on a work site.
- 16.6 The Contractor shall, until Final Acceptance of the Work, maintain and preserve all utilities traversing the Site.

ARTICLE 17 **MAINTAINING TRAFFIC**

The Contractor shall not close or obstruct streets, sidewalks, alleys or passageways unless it shall have first obtained all necessary municipal or other local permits therefor. No materials whatsoever shall be placed or stored in streets, alleys or passageways. The Contractor shall conduct its operations so as to interfere as little as possible with the use ordinarily made of any roads, streets, driveways, sidewalks, and facilities. The

Contractor shall provide, erect and maintain, at their own expense, all lights, barriers and sidewalk sheds as required by traffic regulations or local laws, or by the Owner.

ARTICLE 18
RODENT EXTERMINATION

The building(s) or structure(s) included in the Project shall be treated for the extermination of rodents and the exterminator shall file a certification to that effect with the City Health Department, except in the case of demolition work performed pursuant to a DOB Declaration of Emergency, for which such treatment and filing is waived.

ARTICLE 19
SIGNS

Upon the erection of the temporary site protection (i.e.: shed, Tightboard fence, barricade, etc.) a sign shall be immediately affixed thereto in accordance with DOB requirements. In addition, a "No Trespassing, Authorized Personnel Only" sign shall also be affixed to the temporary site protection. If the sidewalk has been closed off to pedestrian traffic by the Contractor, a directional sign (i.e.: Sidewalk Closed, etc.) shall also be affixed to the temporary site protection. If any required sign is not affixed or in the opinion of Owner is not satisfactory in any manner, Work shall immediately be ordered to stop.

ARTICLE 20
CLEAN UP

Upon completion of each day's work, the Contractor shall broom clean the sidewalk and/or the street not enclosed by the temporary site protection (i.e.: construction fences or barricades). In addition, upon completion of work the Contractor shall remove all tools and materials, plant, apparatus, temporary toilets and rubbish and debris of every sort, and shall leave the premises clean, neat and orderly, to the satisfaction of Owner.

ARTICLE 21
BACKFILL AND DEBRIS

- 21.1 Unless otherwise set forth in the Scope of Work or directed by the Owner, Contractor shall fill all basements, cellars, rear yards and areaways of the buildings demolished, as well as any areaways, vaults, exterior cellar stairs, coal holes and other openings beyond the building line, with acceptable debris or other acceptable material to grade level. Where such locations are within the sidewalk area, Contractor shall compact the fill to approximately four (4) inches below sidewalk grade, and shall finish off such locations with concrete to sidewalk level. All curbs and platforms within sidewalk areas, which form part of such openings as described above, and all other protruding structures or raised areas, shall be removed to sidewalk level. Clean masonry debris resulting from the demolition of a building may, if acceptable to the Owner, be utilized by the Contractor as fill material. Where the quantity of acceptable debris is insufficient to fill such openings, the Contractor shall supply and place additional acceptable material for this purpose, at their own expense.
- 21.2 All excess debris resulting from the Work performed under this Contract shall be removed from the Site at once and shall not be stored or permitted to accumulate on the Site. In the event the Contractor fails to remove excess debris within forty-eight (48) hours after it has been ordered to do so, the Owner, upon written notice to the Contractor and without being required to declare the Contractor in default, shall have the right to cause the same to be done in such manner as he may determine without the necessity of public bidding, and the cost of such shall be borne by the Contractor and deducted from any monies which may be due and owing to them. If there is not a sufficient amount of monies owing to the Contractor, then they shall be liable for any deficiency.

ARTICLE 22
SALVAGE

- 22.1 "Salvage" shall be defined, for the purposes of these General Conditions, as any material or equipment resulting from the demolition of a building having intrinsic value to the Contractor. The Contractor shall remove any Salvage from the Site in accordance with the terms and conditions of any law, rule or regulation governing same. Notwithstanding anything to the contrary contained herein, the Contractor shall, if so directed by the Owner, surrender any Salvage or other material or equipment deemed an artifact.
- 22.2 If Salvage operators are employed by the Contractor, it is expressly understood: that salvage operators are not sub-contractors; that salvage operators shall not be on the site during actual demolition; that salvage operators shall not enter the site without the express permission and under the continuous supervision of the Contractor; that the Contractor shall be fully responsible for all activities of salvage operators; and that salvage operators shall not perform any demolition activities.

Article 23
MISCELLANEOUS

- 23.1 Hand/manual demolition will be required at all sites with limited or no street access, or with narrow and/or limited lot area. Final determination of what demolition type will be required/allowed will be made by the Owner Demolition Inspector and/or Professional of Record. Bulldozers, pay loaders, or other similar equipment may be used for the removal of debris and the grading of lots, and may be used for the demolition on only those sites with street access. In the event that the use of mechanical means is deemed necessary or desirable by the Owner, the Contractor shall be so advised and if appropriate, price adjustments will be made.
- 23.2 If mechanical means are to be utilized in accordance with Article 23.1 of these General Conditions, the Contractor shall obtain approval of a drawing of the site indicating the method and plan for demolition ("Means and Methods") prior to commencement of the work. When such filing is not required due to the issuance by DOB of an Immediate Emergency Declaration, the Contractor shall seek approval of such Means and Methods from the Owner, Owner's Engineer and/or Professional of Record, .
- 23.3 Owner shall designate as ready for demolition, by one or more written Notices to Proceed to the Contractor during the term of this Contract, one or more of the buildings described in the Scope of Work Although buildings may be designated by address or by block and lot number, the block and lot number shall govern. Before commencement of the demolition of any building, the Contractor shall independently verify its block and lot designations.
- 23.4 Immediately upon receipt of a "Notice to Proceed," the Contractor shall file proper application for all necessary permits to demolish each building referenced therein according to the method for demolition of such building set forth in the Scope of Work. The Contractor shall commence and complete the Scope of Work for such building(s) in accordance with timetables set forth in "Notice to Proceed." After commencement of demolition of any structure, the Contractor shall proceed continuously until demolition of such structure is completed in accordance with this Contract; provided, however, that if the Contractor is required by this Contract to demolish buildings located on adjoining lots simultaneously, the Contractor shall be required to proceed continuously with the Work on such lots considered as a single Site, and may suspend Work on a particular building for such reasonable time as is necessary to facilitate completion of demolition on all of said lots considered as a single site.
- 23.5 If the Contractor fails to proceed continuously to completion of Work on a Site and fails to resume

Work thereon within forty-eight (48) hours after written notice from Owner to the Contractor, then Owner, without being required to declare the Contractor in default, may cause same to be done in such manner as Owner may determine without the necessity of public bidding, and the cost of such Work shall be borne by the Contractor and deducted from any monies which may be or may become due to the Contractor from Owner for any reason whatsoever, including, but not limited to payments otherwise due Owner. If there is not a sufficient amount of such monies at the time of completion of such Work, the Contractor shall be liable for the deficiency and shall pay same to Owner upon demand. Owner, in its sole discretion, may decline to invoke the provisions of this Article if any "Notice to Proceed" has been issued with respect to a large number of buildings over a short period of time and the conditions of the "Notice to Proceed" are modified.

- 23.6 Payment for any Work performed pursuant to this Contract on a "Time and Materials" basis shall be calculated and paid consistent with Article 26 of the Contract.

Article 24

PROVISION REFERENCED IN INFORMATION FOR BIDDERS AND CONTRACT

Pursuant to the several sections of the Information for Bidders and this Prime Contract, the Contractor shall observe the requirements and provisions applicable to this Contract which are indicated in following section:

PART I. REQUIRED INFORMATION

<p align="center"><u>BID BOND</u></p> <p>The Contractor shall obtain a bid bond in the amount indicated to the right.</p>	<p>5% bond or deposit for (a) federally funded contracts where the contract price is \$100,000 or more.</p>
<p align="center"><u>PERFORMANCE AND PAYMENT BONDS</u></p> <p>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</p>	<p>100% payment and performance bonds for federally funded contracts where the contract price is \$100,000 or more.</p>
<p align="center"><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></p> <p>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</p>	<p>60 consecutive calendar days from the issuance of permit(s) or as adjusted by Owner based on site conditions.</p>
<p align="center"><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></p> <p>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Owner, has abandoned the Work, the Contractor shall pay to the Owner the amount indicated to the right.</p>	<p>\$200.00 for each consecutive calendar day over substantial completion time</p>
<p align="center"><u>CONTRACT ARTICLE 17 SUB-CONTRACTOR</u></p> <p>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</p>	<p>Not to exceed _____% of the Contract price</p>
<p align="center"><u>CONTRACT ARTICLE 21. RETAINAGE</u></p> <p>The Owner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<p>5% of the value of the Work</p>

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

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

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

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

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<input checked="" type="checkbox"/> Commercial General Liability Art. 22.1.1	<p>The minimum limits shall be \$1,000,000 per occurrence and \$3,000,000 per project aggregate applicable to this Contract unless the Work requires a permit from the Department of Buildings and greater limits of Commercial General Liability Insurance are required pursuant to 1 RCNY section 101-08.</p> <p>Named Insured:</p> <ol style="list-style-type: none"> 1. Project Rebuild, Inc. with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37 <p>Additional Insured:</p> <ol style="list-style-type: none"> 2. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37
<input checked="" type="checkbox"/> Workers’ Compensation Art. 22.1.2 <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2 <input checked="" type="checkbox"/> Employers’ Liability Art. 22.1.2 <input type="checkbox"/> Jones Act Art. 22.1.3 <input type="checkbox"/> U.S. Longshoremen’s and Harbor Workers Compensation Act Art. 22.1.3	<p>Workers’ Compensation, Employers’ Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers’ Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers’ Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The Owner will not accept an ACORD form as proof of Workers’ Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen’s and Harbor Workers’ Compensation Act: Statutory per U.S. law.</p>
<input checked="" type="checkbox"/> Commercial Auto Liability Art. 22.1.5	<p>\$1,000,000 per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p>
<input type="checkbox"/> Contractors Pollution Liability Art. 22.1.6	<p>\$ _____ per occurrence</p> <p>\$ _____ aggregate</p>

	<p>Named Insured: 1. Project Rebuild, Inc.</p> <p>Additional Insured: 1. City of New York, including its officials and employees 2. _____</p>
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Named Insured: 1. Project Rebuild, Inc.</p> <p>Additional Insured: 1. City of New York, including its officials and employees 2. _____ 3. _____</p>
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Named Insured: 1. Project Rebuild, Inc.</p> <p>Additional Insured: 1. City of New York, including its officials and employees 2. _____</p>
<input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)	<p>\$ _____ each occurrence</p> <p>Named Insured: 1. Project Rebuild, Inc.</p> <p>Additional Insured: 1. City of New York, including its officials and employees 2. _____</p>

CERTIFICATES OF INSURANCE

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.

EXHIBIT C:
VENDOR PAYMENT ENROLLMENT FORM



Mayor's Office of Contract Services

Search

System LoginPASSPortHHS Accelerator

Select

- About / Go to PASSPort
- PASSPort Training
- PASSPort User Materials
- PASSPort FAQ
- Contact PASSPort

PASSPort Frequently Asked Questions (FAQ)

Expand All

Collapse All

Click a topic, or press the enter key on a topic, to reveal its answer.

What is PASSPort?

The Procurement and Sourcing Solutions Portal (PASSPort) is the City's new, user-friendly, online procurement portal, where vendors and Agencies exchange information to create and manage vendor accounts, submit disclosure information, and complete performance evaluations.

What is the timeline for the implementation of PASSPort?

Release 1 went live August 1, 2017. Future releases are expected as soon as early 2019. To learn more about upcoming releases, please refer to the PASSPort About/ Go to PASSPort page.

How will PASSPort change procurement?

PASSPort will replace paper-based processes, including VENDEX questionnaires, making it easier to submit and keep disclosure documents up-to-date, relieving administrative burden for anyone who manages NYC contracts. PASSPort features a

fast-loading and easy-to-use interface which will become the primary platform for you to do business with the City of New York. You will be able to easily share required information with City Agencies and have access to manage your data online at any time.

How will PASSPort change the VENDEX process?

Disclosure documents (currently paper-based VENDEX forms) should now be submitted online in PASSPort. The Mayor's Office of Contract Services (MOCS) and City Agencies will notify you when it is time to set up accounts and complete your enrollment. At this time, you will submit your disclosures, including vendor and principal questionnaires (replacing the current, paper-based VENDEX forms), to enroll in PASSPort. Once fully enrolled in PASSPort, you will be able to manage your disclosures online at any time.

Will the City accept paper VENDEX packages?

No. You can submit your disclosure information online in PASSPort either for current, or in advance of, future contracting opportunities.

How can I access PASSPort?

To login to PASSPort, each user needs their own NYC.ID. If you do not have a NYC.ID, you can create one by clicking on the "PASSPort Login" button on this website's homepage, then clicking "Login." Below the fields for username and password, click the "Create Account" link. Follow the instructions to create and activate the NYC.ID. Once you have activated the NYC.ID, you will be able to log in to PASSPort and submit a request for a PASSPort vendor account. After the vendor account request is approved, you will be able to submit your disclosure information to the City by completing your vendor enrollment package (vendor and principal questionnaires) in PASSPort.

How do I reset my password?

On the PASSPort login page click "Login", which will navigate you to the NYC.ID login page. From this page, click "Forgot Password" and then follow the prompts to reset your password.

How do I know of tasks I have to complete in PASSPort?

You will receive an email notification from PASSPort if you have a task to complete, i.e. "Account request has been accepted/rejected" or "Performance evaluations have been completed for review by you", etc. You can then log in to PASSPort to view the tasks in the "Open workflow task" and complete follow-up actions as required.

Who from my organization is the 'Vendor admin' for PASSPort?

Each organization is different. For your organization, please identify an individual who will be assigned the "Vendor admin" role for your organization's PASSPort account. The "Vendor admin" will be the person to first log in to PASSPort on behalf of the organization, and create and own the management of your PASSPort account. In addition to the Vendor admin, additional roles (Contributor and Signatory) will be able to access and contribute to the PASSPort account. The Vendor admin adds these users as contacts in PASSPort and assigns the roles.

How many principals and/or officers from my organization need to complete principal questionnaires?

Your organization must complete at least three principal questionnaires in PASSPort. If your organization is a sole proprietorship, or a partnership, or has less than three principals and/or officers, please reach out to the MOCS Help Desk via the "PASSPort Contact Form" page on the PASSPort website to start the exemption process.

How do I sign documents in PASSPort?

PASSPort allows vendors to sign their enrollment packages electronically. Only one signature is required to submit your organization's disclosure information. You must have a "Signatory" role assigned to you to submit an e-signature on behalf of your organization.

Now that PASSPort is live, do vendors still need to use the PIP and CROL?

Vendors are required to use the Payee Information Portal (PIP) and City Record Online (CROL) systems. CROL is a fully searchable database of notices published in the City Record newspaper which includes but is not limited to: public hearings and meetings, public auctions and sales, solicitations and awards and official rules proposed and adopted by city Agencies. PIP enrollment is required for contract payments. While M/WBE self-identification and commodity enrollment have transitioned to PASSPort, all new vendors must enroll in both PASSPort and PIP. FMS and PIP information has been migrated into PASSPort, and will continue to synchronize regularly.

How do I enroll in commodities in PASSPort?

PASSPort uses the same commodity codes [which allow you to indicate what goods/services you can provide to the City] that are in PIP. Vendors will no longer enroll in commodities in PIP. Once your account has been created and approved, you will be able to enroll in commodities in PASSPort. In PASSPort, you will now be required to provide documentation that proves your

organizations ability to provide the goods/service, such as a license or certification. When enrolling in commodities, you should select commodities that best reflect your organization's current capacity to deliver goods and/or services.

What support is available to vendors for the implementation of PASSPort?

You should contact the MOCS Help Desk with all PASSPort related questions. You can do this by submitting the web form on the "PASSPort Contact Form" page of the PASSPort website. The Help Desk will be able to answer questions regarding PASSPort training and vendor enrollment and can guide you to additional support resources such as user manuals, quick reference guides and videos.

How can I receive training on PASSPort?

In-person and webinar training is available for vendors. Registration is required, please visit the "PASSPort Training" page to register for the date you want to attend. In addition training materials are available on the "PASSPort Resources" page, which include course guides, step-by-step user manuals, quick reference guides and videos.

EXHIBIT D:
SCOPE OF WORK & SPECIAL SPECIFICATIONS

EXHIBIT D
SCOPE OF WORK

The list below provides the overall scope of work that is required, and identifies potential scope of work items that may be included in work orders depending upon the nature of the structure(s) to be demolished and location of the site. The detailed scope of work information for each individual site will be identified in each individual work order.

Demolition of 1-to 4- Family Homes as follows:

1. Prepare and submit Demolition Permit application to any authority-having-jurisdiction, including the New York City Department of Buildings (NYC DOB).
2. Secure any required permit from any authority-having-jurisdiction, including freshwater and/or tidal wetland permits from New York State Department of Environmental Conservation (NYS DEC) under Article 24 and Article 25 of the Environmental Conservation Law (ECL) for work on sites in or adjacent to wetlands.
3. Delineate wetlands boundaries as required by NYS DEC for sites in or adjacent to wetlands.
4. Provide NYS DEC-approved stormwater runoff protection plan and methods for sites in or adjacent to wetlands, including site protection and sediment control measures.
5. Provide environmental testing and complete abatement including but not limited to asbestos, air monitoring and removal of above ground or underground storage tanks as required by NYC DOB and/or NYS DEC prior to commencement of demolition work.
6. Provide demolition plans.
7. Protect and maintain existing trees with trunk caliper exceeding eight (8) inches within the property lines. Protect and maintain existing grass lawn areas within the property lines. Nothing else is to remain on the site unless specifically noted in the Work Order.
8. Protect existing adjacent (outside of property lines) public ways, streets, utility infrastructure, structures, fences, driveways, sidewalks and boardwalks as required. Provide approved temporary sidewalk sheds, temporary fences and other temporary facilities as required. Restore existing adjacent items damaged by demolition work to condition existing prior to commencement of demolition work or replace concrete sidewalks, as needed.
9. Contact and coordinate with all applicable utility providers the disconnection and capping of all existing utility services within the property lines. Remove all existing utility infrastructure, above-ground and below-grade, within the property lines and backfill voids with approved compacted fill material.
10. Exterminate rodents using approved methods prior to commencement of demolition work.
11. Completely demolish all existing structures below grade including but not limited to foundations, piling, pile caps, piers, pads, tie backs, and anchors, basement walls and floors, drywells and sumps. Perform demolition operations by hand, in lieu of by machinery, where required to avoid damage to existing adjacent properties.

12. Completely demolish all existing structures above ground including but not limited to paving and appurtenances above-ground within the property lines. Perform demolition operations by hand, in lieu of by machinery, where required to avoid damage to existing adjacent properties, including existing superstructure as per existing conditions such as masonry, wood, concrete, steel, etc.
13. Promptly remove all demolished materials, equipment and debris from the site and legally-dispose of off-site.
14. Backfill voids with approved compacted fill material after demolition is completed.
15. Provide approved topsoil material as required and grade as required to provide positive natural drainage within the property lines. Provide grass lawn seeding, sodding and/or other plant materials within property lines as required by NYC DOB or NYS DEC. Provide fertilizer and watering as required until grass is established. Prune existing trees to remain.
16. Provide approved permanent fencing as required by NYC DOB or NYS DEC six (6) inches inside property lines as required to fully secure the site from unauthorized access. Provide approved swing or slide gate(s) as required to permit access by lawn-mowing equipment. Provide approved combination locks on gate(s) and furnish combination(s) to Owner.
17. Provide any other item, service or work necessary to allow Owner to accept completed Work in accordance with the Contract.
18. Additional Specifications/Items*:

*Additional items may be noted prior to, during or following site visit before due date. If after initial issuance, those items will be issued in an Amendment and sent to all bidders.

In summary, Contractor is responsible for all plans, permits, approvals, mitigation, removal and sign-offs required by Federal, State and City agencies necessary to restore the site to an empty lot.

SCOPE OF SERVICES FOR DEMOLITION

1.0 GENERAL

1.1 GENERAL CONDITIONS

- 1.1.1 This Contract will commence upon written Notice to Proceed and shall be for the period of two (2) years, with one (1) option to renew, at the sole discretion of Project Rebuild, Inc., hereinafter referred to as "Owner," for a period of up to one (1) year.
- 1.1.2 Contractor shall comply with all Federal, State, City and other applicable laws, and shall secure all required permits, certificates and licenses.

1.2 WORK ORDERS AND RESPONSE TIME

- 1.2.1 Notification of Work will be made to Contractor in the form of a work order. Work orders will be issued throughout the contractual period when and as required. Contractor shall refer to each individual work order for the response time, the location of the job site, and the general scope of Work. In the event of a verbally issued, emergency work order, Contractor shall proceed as directed by the Owner.
- 1.2.2 Owner reserves the right during the term of this Contract to determine the number of work orders to be issued. This Contract does not obligate Owner to

issue a required number of work orders.

1.2.3 Owner reserves the right during the term of this Contract to determine the nature of services to be included in work orders. They may constitute any part, all or none, of the services that are the substance of this Contract.

1.2.4 Within two (2) business days after notification by Owner that performance and payment security will be required for a particular Work Order, the Contractor shall provide documentation that such security has been requested from its bonding provider in the amount and type specified by Owner. Within ten (10) business days after such notification by Owner, the Contractor shall provide the required performance and payment security.

1.2.5 ADJUSTMENT TO WORK ORDER

1.2.5.1 Site adjustments to work orders (additions/reductions to the work order scope) must be approved in writing by Owner prior to the start of such Work.

1.2.5.2 Site adjustments to work orders for additional work shall be compensated by Owner wherever applicable.

1.2.5.3 Site adjustments to work orders for a reduction in work shall be credited to Owner as per Contractor's bid price schedule wherever applicable.

1.3 PAYMENT REQUEST

1.3.1 The following information shall be included in the invoice for each payment request:

a. Nature of Work completed.

b. Affidavit and date of Work completed.

c. Original invoice (triplicate) showing the amount invoiced against and copy of work order Confirmation of Award.

d. Copies of documentation of the actual cost of performance and payment security paid by the Contractor, if applicable.

e. Certified Payroll documentation and Prevailing Wage Affidavit.

f. Certified Payroll documentation for any subcontractors utilized.

1.3.2 Each payment request shall include a grand total for all Work completed under the respective work order. Owner will inspect the Work performed, review the costs and approve or disapprove requests for payment in accordance with this Contract.

1.4 FEES & CHARGES

The following fees and charges will apply in addition to the bid amount for the following items set forth in the Bid Schedule:

- 1.4.1 **Mobilization Compensation Charge:** If, after Contractor has mobilized labor and materials to respond to a particular work order at a particular Site, such work order is cancelled for any reason by Owner, Contractor shall be entitled to submit a detailed bill of its costs for a service charge not to exceed five thousand dollars (\$5,000). Evaluation of such bill, and reimbursement therefor, shall be at the sole discretion of Owner.
- 1.4.2 In the event Owner shall require performance and payment security on a Work Order, Owner shall reimburse the reasonable and customary cost thereof actually paid by the Contractor and attested to by submitted documentation acceptable to Owner.
- 1.4.3 In the event an applicable rule or law shall require insurance coverage with higher limits or broader coverage than otherwise required by the contract for a particular work order (e.g.: due to the proximity of a structure exceeding a specified height threshold), Owner shall reimburse the reasonable and customary cost thereof actually paid by the Contractor and attested to by submitted documentation acceptable to Owner.

2.0 SPECIAL TERMS AND CONDITIONS

2.1 WORKMANSHIP AND MATERIALS

- 2.1.1 Where materials or workmanship are required by this Scope of Services or by a Work Order Scope to meet or exceed the specifically named code or standard, it is Contractor's responsibility to provide materials and workmanship that meet or exceed the specifically named code or standard. Owner reserves the right to reject items incorporated into a Work Order that fail to meet the specified requirements contained in this Scope of Services.
- 2.1.2 The Work must be completed in accordance with the accepted practices and standards of the trade, and with regard to the materials and equipment used in accordance with the manufacturer's recommendations.

2.2 APPLICABLE STANDARDS

All Work shall be conducted in accordance with the applicable provision(s) of Federal, State, City and Agency Laws, Regulations and Standards, including but not necessarily limited to:

- 2.2.1 Occupational Safety and Health Administration ("OSHA");
- 2.2.2 DOHMH regulations promulgated under Section 173.14 of the NYC Health Code;
- 2.2.3 Department of Environmental Protection of the City of New York ("DEP") Regulations;
- 2.2.4 Department of Buildings of the City of New York ("DOB") and HPD Codes and Specifications;
- 2.2.5 Department of Labor of the State of New York ("DOL") Regulations;
- 2.2.6 Department of Environmental Conservation of the State of New York ("DEC") Regulations regarding industrial waste collector registration Title 6, Part 364 of the New York Codes, Rules, and Regulations (6NYCRR364);
- 2.2.7 National Fire Protection Association ("NFPA");
- 2.2.8 United States Department of Labor Standard Safety and Health Regulations for Construction, as set forth in the Federal Register, Vol. 36, number 75, Part II as issued in Washington D.C.;

- 2.2.9 American National Standards Institute ("ANSI"); and
- 2.2.10 All other Federal, State and local laws, regulations, codes, and standards, as applicable, and as may be revised or added during the term of this Contract. In the event of such changes, Contractor must comply within the timeframes established by the laws, regulations or codes. In such cases, Contractor may request a change order in accordance with change order provisions of this Contract.
- 2.2.11 Should Federal, State, and local laws or regulations require additional training, certifications, or licensing during the term of this Contract, Contractor must comply with such requirements within the deadlines of such laws or regulations.

2.3 QUALIFICATIONS

- 2.3.1 Contractor must be licensed by the New York City Business Integrity Commission for the disposal of "C & D Waste" or shall engage subcontractors so licensed to dispose of such waste.
- 2.3.2 Contractor must have a minimum of three (3) years' experience in building demolition at worksites within New York City limit.
- 2.3.3 Prior to the award of this Contract, Contractor must demonstrate that it has sufficient administrative staff, infrastructure and expertise, and Adequate Personnel to perform three (3) simultaneous demolition jobs at different locations.
- 2.3.4 Owner reserves the right, before award of this Contract, to verify the above to its satisfaction. Failure to meet the above requirements may result in a determination of non-responsibility.

2.4 RESPONSE TIME

NOTE: TIME OF THE ESSENCE. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance

- 2.4.1 Upon notification to proceed with this Contract, Owner will provide Contractor with a list of Owner personnel responsible for coordinating demolition projects and those persons authorized to approve any changes to this Scope of Services or a work order scope.
- 2.4.2 In the case of a non-emergency demolition, contractor shall visit the subject location to verify the work order scope within twenty-four (24) hours of receipt of the work order.
- 2.4.3 Work shall commence and be completed as per Owner's established duration period on the work order or as directed by the Owner.
- 2.4.4 In the event that Contractor identifies discrepancies or ambiguities between the actual Work versus the scope on the work order, Contractor must immediately notify the
Owner to have a joint inspection at the site in order to clarify the discrepancies.
- 2.4.5 Should Contractor fail to adhere to the Response Times, liquidated damages will be assessed in accordance with the Contract.

EXHIBIT E:
PAYMENT & PERFORMANCE BONDS

EXHIBIT E

PAYMENT BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS, That we,

hereinafter referred to as the "Principal" and

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to PROJECT REBUILD, INC., hereinafter referred to as "PRI" or to its successors and assigns, in the penal sum of:

\$ _____.

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for:

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

PAYMENT BOND

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

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

b) Materials and supplies (whether incorporated in the permanent (construction or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any Subcontractors at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be null and void; otherwise to remain in full force and effect. This bond is subject to the following additional conditions, limitations and agreements:

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

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

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

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

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

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

And the Surety (Sureties) for value received, for itself and its successors and assigns, hereby stipulates and

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

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

(SEAL) _____ (L.S.)
Principal

By: _____

(SEAL) _____ (L.S.)
Principal

By: _____

(SEAL) _____ (L.S.)
Principal

By: _____

(SEAL) _____ (L.S.)
Principal

By: _____

(SEAL) _____ (L.S.)
Principal

By: _____

BOND PREMIUM RATE: _____

BOND PREMIUM COST: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners. If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There should be executed an appropriate member of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, _____

before me personally came _____ to me known, who, affirms or being by me duly sworn did depose and say that he/she resides at

that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL - IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____

before me personally appeared _____

to me known, and known to me to be one of the members of the firm of:

_____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____

before me personally appeared _____
to me known, and known to me to be the person described in and who executed the foregoing instrument
and acknowledged that he/she executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by:

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

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATIONS OF SURETIES

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____

hereinafter referred to as the "Principal,"

and, _____

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

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

WHEREAS, The Principal is about to enter, or has entered, into a Contract in writing with PRI for

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless PRI from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay PRI for all outlay and expense which PRI may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be

recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from PRI that PRI has determined that the Principal is in default of the Contract, to (1) pay PRI the cost to complete the contract as determined by PRI in excess of the balance of the Contract held by PRI, plus any damages or costs to which PRI is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to PRI. The Surety (Sureties) further agrees, at its option, either to notify PRI that it elects to pay PRI the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from PRI and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between PRI and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from PRI of the cost of completion. The Surety and PRI reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay PRI the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if PRI makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay PRI the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor

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

(SEAL) _____(L.S.)
By: Principal _____

(SEAL) _____(L.S.)
By: Principal _____

(SEAL) _____(L.S.)
By: Principal _____

(SEAL) _____(L.S.)
By: Principal _____

(SEAL) _____(L.S.)
By: Principal _____

(SEAL) _____(L.S.)
By: Principal _____

Bond Premium Rate _____.

Bond Premium Cost _____.

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally

came _____ to me known, who, being by me duly sworn did
depose and say that he/she resides at _____

that he/she is the _____ of _____ the
corporation described in and which executed the foregoing instrument; and that he signed his name to the
foregoing instrument by order of the directors of said corporation as the duly authorized and binding act
thereof.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL - IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally

came _____ to me known, who, being by me duly sworn did
depose and say that he/she resides at _____

that he/she is _____ partner of _____
a limited / general partnership existing under the laws of the State of _____
the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name
to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 2018 before me personally came _____

_____ to me known, who, being by me duly sworn did

depose and say that he/she resides at _____

_____ and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

**EXHIBIT F:
FEDERAL REQUIREMENTS**

UNIFORM FEDERAL CONTRACT PROVISIONS FOR FEDERALLY FUNDED
PROCUREMENTS

&

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT PROVISIONS
FOR UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANTS

EXHIBIT F

CDBG-DR Rider

(Version 02.16.2018)

INSTRUCTIONS TO NYC AGENCIES AND OFFICES

This CDBG Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended. For all procurement contracts and subrecipient agreements funded by the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program, *except those funded by the regular CDBG (“CDBG”) Program*, this CDBG-DR Rider must be included as an attachment, expressly made a part of, and incorporated by reference. A different rider with terms specific to the regular CDBG Program should be attached to CDBG funded procurement contracts and subrecipient agreements.

If this rider is attached to a subrecipient agreement, the agency or office must ensure that the subrecipient agreement includes the information specific to the subaward required in 2 CFR § 200.331.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds for Hurricane Sandy disaster recovery are available on the HUD Web site at <https://www.hudexchange.info/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices>.

Contents

ARTICLE 1. DEFINITIONS 3

ARTICLE 2. HOUSING AND COMMUNITY DEVELOPMENT ACT AND NATIONAL ENVIRONMENTAL POLICY ACT 4

ARTICLE 3. LABOR REQUIREMENTS 4

ARTICLE 4. ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION FOR SUBRECIPIENTS 6

ARTICLE 5. FEDERAL NON-DISCRIMINATION LAWS 13

ARTICLE 6. ENVIRONMENTAL PROTECTION; ENERGY EFFICIENCY; HISTORIC PRESERVATION; FLOOD PROTECTION; LEAD-BASED PAINT 14

ARTICLE 7. UNIFORM RELOCATION ASSISTANCE..... 15

ARTICLE 8. UNIFORM ADMINISTRATIVE REQUIREMENTS (INCLUDING PROCUREMENT STANDARDS), COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS..... 15

ARTICLE 9. UNEARNED PAYMENTS; INCOME; DOCUMENTATION OF COSTS; ACCOUNTING SYSTEM; FIDELITY BONDS; DISBURSEMENT RESTRICTIONS 15

ARTICLE 10. RECORDS AND AUDITS 17

ARTICLE 11. SUBCONTRACTORS 17

ARTICLE 12. CONFLICTS; EXHIBITS 18

ARTICLE 13. REVERSION OF ASSETS 18

ARTICLE 14. SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS
18

ARTICLE 15. INTANGIBLE PROPERTY 19

ARTICLE 16. HATCH ACT; LOBBYING; CONFLICTS OF INTEREST 20

ARTICLE 17. SUSPENSION AND TERMINATION..... 21

ARTICLE 18. PERFORMANCE REQUIREMENTS AND REMEDIES 21

ARTICLE 1. DEFINITIONS

As used in this CDBG-DR Rider:

(a) “Act” means Title 1 of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

(b) “Agency” means the entity, or entities, executing this Agreement on behalf of the City of New York.

(c) “Agreement” means either the “contract” (as defined by 2 CFR § 200.22) between the City and the Contractor or the agreement between the City and “Subrecipient” as defined by 2 CFR § 200.93 as the context requires.

(d) “City” means the City of New York.

(e) “Construction” means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(f) “Contractor” and/or “Subrecipient” means the entity or entities executing this Agreement, other than the Agency.

(g) “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

(h) “Grant” means Community Development Block Grant Program funds provided to the City of New York by the Federal Department of Housing and Urban Development or a pass-through entity.

(i) “Hometown Plan” means a voluntary areawide plan that was developed by representatives of affected groups (usually labor unions, minority organizations, and contractors), and subsequently approved by the Office of Federal Contract Compliance (OFCC), for purposes of implementing the equal employment opportunity requirements pursuant to Executive Order 11246, as amended.

(j) “HUD” means the Secretary of Housing and Urban Development or a person authorized to act on his or her behalf.

(k) “Program” means the New York City Community Development Block Grant Program approved by HUD as the same may from time to time be amended.

(l) "Real property" means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and moveable equipment.

(m) “Subcontractor” means any person, firm or corporation, other than employees of the Contractor or the Subrecipient, or another Subcontractor who is engaged by the Contractor or the Subrecipient to furnish (i) services, (ii) labor or (iii) services and/or labor and materials at the site of the work performed under this Agreement.

ARTICLE 2. HOUSING AND COMMUNITY DEVELOPMENT ACT AND NATIONAL ENVIRONMENTAL POLICY ACT

[Applicable to Contractors and Subrecipients]

This Agreement is subject to Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (The Act) and all rules, regulations and requirements now issued or hereafter issued pursuant to the Act; the Agreement may be suspended and/or terminated without liability to the City if the Grant to the City pursuant to the Act is suspended or terminated, and unless and until the City or Agency receives Community Development funds in an amount that is deemed sufficient to enable it to fund this Agreement, the City or Agency is under no obligation to make any payments to the Contractor or Subrecipient. In this regard, the Agency is under no obligation to make any payments to the Contractor or Subrecipient, and shall not make any such payment, and the Contractor or Subrecipient shall not commence performance, until:

- (a) the Agency has received from the City's Office of Management and Budget instructions to proceed, evidencing compliance with the National Environmental Policy Act, as amended, and with regulations of the U.S. Department of Housing and Urban Development, related thereto, found at 24 CFR Part 58, and
- (b) the Contractor or Subrecipient has been notified of such instructions by the Agency. Furthermore, the Contractor or Subrecipient and the City mutually agree that the Contractor or Subrecipient shall not advance any funds, from any source without limitation, to pay for costs intended to be paid for under this Agreement prior to the receipt and notification described in this paragraph (a), and the City shall not reimburse the Contractor or Subrecipient for any costs incurred in violation of this provision.

ARTICLE 3. LABOR REQUIREMENTS

[Applicable to Contractors and Subrecipients; must be included in all subcontracts]

- (a) **Section 3.** This Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968 (P.L. 90-448) and implementing regulations at 24 CFR Part 135, as may be amended during the term of this Agreement. Pursuant to 24 CFR § 135.38, the Contractor or Subrecipient agrees to the following:
 1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.

3. The Contractor or Subrecipient agrees to send to each labor organization or representative of workers with which the Contractor or Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's or Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Contractor or Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor or Subrecipient will not subcontract with any Subcontractor where the Contractor or Subrecipient has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The Contractor or Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor or Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's or Subrecipient's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
8. The Contractor or Subrecipient agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the Agency detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

- (b) ***The Davis-Bacon Act (40 U.S.C. §§ 3141 et seq.)***. In Construction contracts involving an excess of \$2000, unless exclusively in connection with the rehabilitation of residential property containing fewer than 8 units, the Contractor shall pay and the Subrecipient shall cause its contractors to pay all laborers and mechanics at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7, which enforce statutory labor standards provisions. **This provision supersedes section D(1)(a) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**
- (c) ***Overtime***. In Construction contracts involving an excess of \$2000, and subject to the exception in 24 CFR section 570.603 (regarding the rehabilitation of residential property containing less than 8 units), Contractor shall comply and the Subrecipient shall cause its contractor to comply with sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 et seq.), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages. **This provision supersedes section D(1)(b) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**

ARTICLE 4. ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION FOR SUBRECIPIENTS

[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section D(1)(c)-(d), (2) and (3).]

If this Agreement involves Construction work, design for Construction, or Construction services, all such work or services performed by the Subrecipient and its Subcontractors shall be subject to the following requirements:

- (a) ***Impermissible Salary Deductions***. In Construction contracts of any amount, the Subrecipient shall cause its Subcontractor to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but “permissible” salary deductions.
- (b) ***Federal Labor Standards***. In Construction contracts of any amount, the Subrecipient shall cause its Subcontractors to comply with the more detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

- (c) ***Equal Employment Opportunity.*** In Construction contracts or subcontracts in excess of \$10,000, the Subrecipient shall cause its Subcontractors to comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR § 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR § 60-4.3)

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades

which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation

employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 § CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(B) **Equal Opportunity Clause.** Subrecipient shall include the following provisions, which are required by 41 CFR § 60-1.4(b), in all federally assisted contracts and subcontracts.

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any

subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 5. FEDERAL NON-DISCRIMINATION LAWS

[Applicable to Contractors and Subrecipients]

This Agreement is subject to:

- (a) Section 109 of the Act, which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The Contractor or Subrecipient agrees to comply with provisions of 24 CFR Parts 6, 8, and 146.
- (b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284; 42 U.S.C. §§ 3602-3620), as amended, which prohibits discrimination in the sale or rental of housing and in the provision of brokerage services based on race, color, religion, sex, national origin, disability, or familial status, and which requires affirmative action in the furtherance of Fair Housing objectives.
- (c) Executive Order 11063, as amended by Executive Order 12259, pursuant to regulations issued at 24 CFR Part 107, which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires equal opportunity in housing constructed, operated or provided with federal funds.
- (d) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 42 U.S.C. §§ 2000d *et seq.*) and implementing regulations in 24 CFR Part 1, which states that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity made possible by, or resulting from, this Agreement.
- (e) 24 CFR § 5.109, “Equal participation of faith-based organizations in HUD programs and activities.”
- (f) Consistent with 24 CFR § 570.614, the Contractor or Subrecipient warrants that all services, programs, and/or Construction (including design and alteration) under this Agreement shall be performed in accordance with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities including, but not limited to, the following: Section 504 of the Rehabilitation Act, the Architectural Barriers Act of 1968 (42 U.S.C. § 4151-4157), the Uniform Federal Accessibility

Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6), and the Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218, and 225).

The non-discrimination provisions in this Article shall be incorporated in and made a part of all subcontracts executed in connection with this Agreement.

- (g) Subrecipients shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).

ARTICLE 6. ENVIRONMENTAL PROTECTION; ENERGY EFFICIENCY; HISTORIC PRESERVATION; FLOOD PROTECTION; LEAD-BASED PAINT

[Paragraphs (a) – (e) applicable to Contractors and Subrecipients; paragraph (f) applicable to Subrecipients]

- (a) For agreements, subcontracts, and subgrants of amounts in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401, Federal Water Pollution control Act (33 U.S.C. §§ 1251, et seq.) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA).
- (b) The Subrecipient and Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163). Further, the Contractor or Subrecipient shall comply with the construction standards concerning energy efficiency set forth in section VI(A)(1)(a)(5) of HUD Docket No. FR-5696-N-01.
- (c) This Agreement is subject to laws and authorities listed in 24 CFR § 58.5, including the Historic Preservation Act of 1966 (Section 1 of Pub. L. No. 89-665, as amended by Pub. L. No. 96-515; 54 U.S.C. §§ 100101 and 300101 *et seq.*), the Archeological and Historic Preservation Act of 1974 (P.L. 93-291; 16 U.S.C. §§ 469-469c), Executive Order 11593 and regulations at 36 CFR Part 800. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- (d) This Agreement is subject to the Lead-Based Paint Poison Prevention provisions found in 24 CFR § 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. §§ 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This provision is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

- (e) Pursuant to the provisions in 24 CFR § 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106), and the regulations in 44 CFR Parts 59-79 apply to this Agreement.
- (f) Subrecipients shall implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements set forth in Section VI(B)(31) of HUD Docket No. FR-56960-N-01.

ARTICLE 7. UNIFORM RELOCATION ASSISTANCE

[Applicable to Contractors and Subrecipients]

This Agreement is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655) and regulations at 49 CFR Part 24 and 24 CFR section 570.606.

ARTICLE 8. UNIFORM ADMINISTRATIVE REQUIREMENTS (INCLUDING PROCUREMENT STANDARDS), COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

[Subdivision (a) is applicable to Contractors and Subrecipients; subdivision (b) is applicable to Subrecipients only; subdivision (c) is applicable to Contractors only]

- (a) Pursuant to 2 CFR § 2400.101 and 24 CFR § 85.1, Subrecipients and Contractors are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 (commonly referred to the “Super Circular”), as applicable.
- (b) For the procurement of all subcontracts and goods contracts, Subrecipients are required to follow the procurement standards in 2 CFR §§ 200.318-200.326, except as allowed by 2 CFR § 200.110.
- (c) Contractors are subject to the Uniform Federal Contract Provisions Rider, attached to this Agreement.

ARTICLE 9. UNEARNED PAYMENTS; INCOME; DOCUMENTATION OF COSTS; ACCOUNTING SYSTEM; FIDELITY BONDS; DISBURSEMENT RESTRICTIONS

[Paragraphs (a), (b), (d), and (e) are applicable to Contractors and Subrecipients; paragraph (c) is applicable to Subrecipients only]

- (a) Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time, or if the

Grant to the City under the Act is suspended or terminated. Unearned payments received by the Contractor or Subrecipient will be returned to the City.

The Contractor or Subrecipient agrees that if any income is generated from the Community Development Block Grant Program funded activities, Contractor or Subrecipient shall return such income to the City's Community Development Block Grant Program unless expressly authorized by the City. Such funds are subject to all applicable requirements governing the use of Community Development Block Grant funds, including 24 CFR § 570.503(b)(3), which provides that, at the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs). Alternative program requirements concerning the definition of "program income" are set forth in Section VI(A)(17)(a)-(b) of Docket No. FR-56960-N-01, as amended by Section II(5) of Docket No. FR-5710-N-01.

- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and readily accessible.
- (c) The Subrecipient shall submit to the Agency a detailed description of its accounting, reporting and internal control systems, including but not limited to the procedures for cash receipts, cash disbursements, payrolls, personnel policies, fixed petty cash controls and other systems which are necessary under the circumstances. The Agency shall evaluate and document all systems and only upon acceptance and approval of the accounting, reporting and internal control systems by the Agency, shall funds be disbursed to the Subrecipient, other provisions of the Agreement notwithstanding.
- (d) If required by the Federal awarding agency or elsewhere in this Agreement, the Agency must receive a statement from the Contractor's or Subrecipient's chief fiscal officer or its insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount equal to cash advances from the City. If the bond is cancelled or coverage is substantially reduced, the Contractor or Subrecipient shall promptly notify the Agency of this fact in every case not later than 48 hours. In such event, the Agency shall not disburse any more funds to the Contractor or Subrecipient until it has received assurance that adequate coverage has subsequently been obtained.
- (e) No money under this Agreement shall be disbursed by the Agency to any Contractor or Subrecipient except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Contractor or Subrecipient is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable, and provided that the Agency has completed HUD requirements, including but not limited to environmental certifications pursuant to 24 CFR Part 58.

ARTICLE 10. RECORDS AND AUDITS

[Applicable to Contractors and Subrecipients]

- (a) (i) The Subrecipient shall maintain records in accordance with requirements prescribed by or in 2 CFR § 200.333, HUD and/or the City with respect to all matters covered by this Agreement and retained for at least three years after the City makes final payments and all other pending matters concerning this Agreement are closed, subject to the exceptions in 2 CFR § 200.333. (ii) The Contractor shall maintain records in accordance with the requirements elsewhere in this Agreement.
- (b) At such times on such forms as HUD and/or the City may require, there shall be furnished to HUD and/or the City such statements, records, reports, data and information, as HUD and/or the City may request pertaining to matters covered by this Agreement. At a minimum, such forms will include the following:
 - (i) Quarterly Data Collection Report forms for the purpose of including specific Program description, accomplishment, expenditure and beneficiary information in the City's Quarterly Performance Reports.
 - (ii) Annual Property Register forms for the purpose of tracking the use of CDBG purchased equipment.
- (c) At any time during normal business hours and as often as the City, the Agency, HUD, Inspector General, U.S. General Accounting Office, and/or the Comptroller General of the United States may deem necessary, the Contractor or Subrecipient shall make available for examination to the City, HUD, Inspector General, U.S. General Accounting Office and/or representatives of the Comptroller General all of its books, accounts, records, reports, files, and other papers or property with respect to all matters covered by this Agreement and shall permit the City, HUD and/or representatives of the Comptroller General and the U.S. General Accounting Office to audit, examine, make excerpts of, and make transcriptions from such books, accounts, records, reports, files, and other papers or property and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment and other data relating to all matters covered by this Agreement.

ARTICLE 11. SUBCONTRACTORS

[Applicable to Contractors and Subrecipients]

- (a) The provisions of this Agreement shall apply to Subcontractors and their officers, agents and employees in all respects as if they were employees of the Contractor or Subrecipient. The Contractor or Subrecipient shall not be discharged from its obligations and liabilities, but shall be liable for all acts and negligence of Subcontractors, and their officers, agents and employees, as if they were employees of the Contractor or Subrecipient.
- (b) Employees of the Subcontractor shall be subject to the same provisions as employees of the Contractor or Subrecipient.

- (c) The services furnished by Subcontractors shall be subject to the provisions hereof as if furnished directly by the Contractor or Subrecipient, and the Contractor or Subrecipient shall remain responsible therefor.

ARTICLE 12. CONFLICTS; EXHIBITS

[Applicable to Contractors and Subrecipients]

- (a) If any provision in this CDBG Rider directly conflicts with any other provision in the Agreement, the provision in CDBG Rider shall be controlling.
- (b) Federal Exhibits 1 and 2 are attached to, and made a part of this CDBG Rider.

ARTICLE 13. REVERSION OF ASSETS

[Applicable to Subrecipients]

- (a) At the Agreement's expiration, the Subrecipient shall transfer to the City all CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
- (b) Any real property under the Subrecipient's control that was acquired or improved in whole or in part with Community Development funds in excess of \$25,000 must be used to either (i) meet the national objectives in Section 570.208 for a period of five years after acquisition if the property or completion of the improvements, as applicable, or (ii) disposed in a manner which results in the Program being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property.
- (c) Title to all Equipment in excess of \$5,000 purchased pursuant to this Agreement with CDBG funds or furnished by the City shall vest in the City and the same shall be conspicuously labeled as such.

ARTICLE 14. SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS

[Applicable to Subrecipients. Contractors must follow section C(11) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.]

Subrecipient shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
- (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 15. INTANGIBLE PROPERTY

[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section C(12).]

- (a) Pursuant to 2 CFR § 200.315(d), the federal Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Agreement or subcontract; and (b) any rights of copyright to which a Subrecipient purchases ownership with grant support.
- (b) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Agreement (“Copyrightable Materials”), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Subrecipient hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Subrecipient shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Subrecipient for no purpose other than in the performance of this Agreement without the prior written permission of the City. The City may grant the Subrecipient a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.
- (c) The Subrecipient acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Subrecipient shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

- (d) The Subrecipient represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Subrecipient has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.
- (e) The Subrecipient shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Agreement and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- (f) If the Subrecipient publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

ARTICLE 16. HATCH ACT; LOBBYING; CONFLICTS OF INTEREST

[Applicable to Subrecipients.]

- (a) Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- (b) Lobbying: The Subrecipient certifies, to the best of its knowledge and belief, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: <https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>) in accordance with its instructions; and
 - 3. It will require that the language of this Article 16(b) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (c) Conflict of Interest: The Subrecipient agrees to abide by the provisions of 2 CFR §§ 200.112 and 200.318(c) and 24 CFR § 570.611.

ARTICLE 17. SUSPENSION AND TERMINATION

[Applicable to Subrecipients.]

- (a) The City may take enforcement action against a Subrecipient for non-compliance, as described in 2 CFR §§ 200.338 and 200.339(a)(1) & (2), including suspension or termination.
- (b) The City may terminate for convenience pursuant to 2 CFR § 200.339(a)(3).

ARTICLE 18. PERFORMANCE REQUIREMENTS AND REMEDIES

[Applicable to Contractors]

The Disaster Relief Appropriations Act, 2013 (Public L. 113-2) of January 29, 2013, requires contracts to contain “performance requirements and penalties.” Accordingly, Contractor shall be subject to any performance requirements and remedial provisions and/or liquidated damages set forth in this Agreement. Contractor acknowledges that negative performance evaluations may impair its ability to win future contracts with the City as follows: Under City Procurement Policy Board (PPB) Rules section 4-01, Contractor is subject to performance evaluations at least once annually. The City shall enter such performance evaluations into the VENDEX system. To the extent allowed by the PPB Rules, such performance evaluations shall be considered by the City in:

- (1) making a determination of the Contractor’s responsibility or non-responsibility in future City procurements, under PPB Rule section 2-08(g)(1)(ii) and
- (2) deciding to renew or not to renew the Agreement, under PPB Rule section 4-04(c)(10).

FED. EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL HUD COMMUNITY DEVELOPMENT FUNDED CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth above.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

Trade	Goal (Percent)		
Electricians	9.0	to	10.2
Carpenters	27.6	to	32.0
Steamfitters	12.2	to	13.5
Metal Lathers	24.6	to	25.6
Painters	28.6	to	26.0
Operating Engineers	25.6	to	26.0
Plumbers	12.0	to	14.5
Iron Workers (structural)	25.9	to	32.0
Elevator Constructors	5.5	to	6.5
Bricklayers	13.4	to	15.5
Asbestos Workers	22.8	to	28.0
Roofers	6.3	to	7.5
Iron Workers (ornamental)	22.4	to	23.0
Cement Masons	23.0	to	27.0
Glazers	16.0	to	20.0
Plasterers	15.8	to	18.0
Teamsters	22.0	to	22.5
Boilermakers	13.0	to	15.5
All Other	16.4	to	17.5

Goals and Timetables for Women

From April 1, 1980 until the present	6.9
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These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals

established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Agreement, the "covered area" is the City of New York.

EXHIBIT 2

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT F

UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS (Version 02.16.2018)

[Instructions to Agencies: This Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts (“Rider”) must be attached to all federally funded procurement contracts (of any dollar amount) that are subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This Rider does not apply to subrecipient or subaward agreements. Procurement contracts funded by the U.S. Department of Housing and Urban Development CDBG Program or CDBG-DR Program must also include the CDBG or CDBG-DR Rider, as applicable.]

A. *Definitions.* As used in this Rider:

- (1) “Awarding Entity” means the entity awarding the Contract. The Awarding Entity may be the City or a contractor at any tier.
- (2) “City” means the City of New York.
- (3) “Commissioner” means the head of the City agency entering into this Contract.
- (4) “Construction” means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.
- (5) “Contract” refers to the contract or the agreement between the Awarding Entity and the Contractor.
- (6) “Contractor” means the entity performing the services pursuant to a Contract.
- (7) “Federal Agency” means the U.S. agency or agencies funding this Contract in whole or in part.
- (8) “Government” means the U.S. government.
- (9) “Rider” means this Uniform Federal Contract Provisions Rider.

B. *Termination and Remedies for Breach of Contract.* The following provisions concerning remedies for breach of contract and termination apply to Contracts between the City and the City’s Contractor.

- (1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the City may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the City may avail itself of any or all of the following remedies.

After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the City may (i) withhold payment for unsatisfactory services, (ii) suspend or terminate the Contract in whole or in part; and/or (iii) have the services under this Contract completed by such means and in such manner, by contract procured with or without competition, or otherwise, as the City may deem advisable in accordance with all applicable Contract provisions and law. After completion of the services under this Contract, the City shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the City, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the City may be charged against and deducted out of monies earned by the Contractor.

(2) **Termination.** The City shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:

a. **Termination for Cause.** The City shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the City to be necessary, the City shall effect termination according to the following procedure:

i. *Notice to Cure.* The City shall give written notice of the conditions of default signed by the Commissioner, setting forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.

ii. *Opportunity to be Heard.* If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days’ notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

- iii. *Notice of Termination.* After an opportunity to be heard, the Commissioner may terminate the Contract, in whole or in part, upon finding the Contractor in default. The Commissioner shall give the Contractor written notice of such termination (“Notice of Termination”), specifying the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

- iv. *Grounds for Default.* The City shall have the right to declare the Contractor in default:
 - 1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

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

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

 - 4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;

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

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

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

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

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

v. *Basis of Settlement.* The City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the City in its Notice of Termination. The City shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

b. **Termination for Convenience.** The City shall have the right to terminate the Contract for convenience, by providing written notice (“Notice of Termination”) according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination,

which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. The basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

c. Termination due to Force Majeure

- i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor (“Force Majeure Event”). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.
- ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Contract. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.
- iii. If the City terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

d. Termination due to Reductions in Federal Funding

- i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the City shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the funding and/or level of services of this Contract caused by such action by the Federal government, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours,

and corresponding reductions in the budget of this Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.

- ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the City shall not be bound to utilize any of the Contractor's suggestions and that the City shall have sole discretion as to how to effectuate the reductions.
- iii. If the City reduces funding pursuant to this paragraph (c), the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

C. Standard Provisions. The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:

- (1) *Reporting.* Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, City or any other State or Federal governmental agency with jurisdiction.
- (2) *Non-Discrimination.* Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.
- (3) *Environmental Protection.* If the Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution control Act (33 U.S.C. §§ 1251-1387) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.
- (4) *Energy Efficiency.* The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

- (5) *Debarment*. The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.
- (6) *Lobbying*. The Contractor certifies, to the best of its knowledge and belief, that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: <https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>) in accordance with its instructions; and
 - (c) It will require that the language of this Section (C)(6) be included in the award documents for all subcontracts at all tiers.
 - (d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (7) *Solid Waste Disposal Act*. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (8) *Documentation of Costs.* All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.
- (9) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract for three years after final payment under the Contract is made and all other pending matters are closed.
- (10) *Records Access.* The Contractor shall grant access to the City, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- (11) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms.* Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- (12) *Intangible Property.*
- a. Pursuant to 2 CFR § 200.315(d), the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work

developed under the Contract or subcontract; and (b) any rights of copyright to which a Contractor purchases ownership with grant support.

- b. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Contract (“Copyrightable Materials”), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Contract without the prior written permission of the City. The City may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.
- c. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.
- d. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.
- e. The Contractor shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall

promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

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

D. Special Provisions for Construction Contracts. If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and (C):

(1) *Federal Labor Standards.* The Contractor will comply with the following:

- a. The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): If required by the federal program legislation, in Construction contracts involving an excess of \$2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.
- b. If required by the federal program legislation and subject to any other federal program limitations, Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of \$2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.
- c. The Copeland “Anti-Kickback” Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid

unconditionally and not less often than once a week, and prohibiting all but “permissible” salary deductions.

- d. If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

(2) *Equal Employment Opportunity*. Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of \$10,000. The Contractor shall include the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction .

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000.

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this Contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the

acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for

women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(3) **Equal Opportunity Clause** (for contracts for Construction Work) required by 41 CFR § 60-1.4(b).

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that

such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]

(1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (A), (B), and (C), unless the Contract specifically states that this provision is superseded:

a. Definitions. The following definitions apply to this section (D).

- i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).
- ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.
- iii. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- iv. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- v. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of

the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

- vi. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- b. *Allocation of Principal Rights.* The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- c. *Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.*
- i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the City and the Federal Agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.
 - ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the City

and the Federal Agency within two years of disclosure to the City and the Federal Agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.

- iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- iv. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may be granted at the discretion of the Federal Agency.

d. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal Agency, upon written request, title to any subject invention --

- i. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the Federal Agency may only request title within 60 calendar days after learning of the failure of the Contractor to disclose or elect within the specified times.
- ii. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal Agency, the Contractor shall continue to retain title in that country.
- iii. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or

opposition proceeding on, a patent on a subject invention.

- e. Minimum Rights to Contractor and Protection of the Contractor Right to File
 - i. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal Agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.
 - ii. The Contractor's domestic license may be revoked or modified by the funding Federal Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
 - iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty calendar days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

- f. Contractor Action to Protect the Government's Interest
- i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.
 - ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
 - iii. The Contractor will notify the Federal Agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty calendar days before the expiration of the response period required by the relevant patent office.
 - iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."

g. Subcontracts

- i. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts,

regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- ii. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.
- h. *Reporting on Utilization of Subject Inventions.* The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
- i. *Preference for United States Industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- j. *March-in Rights.* The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible

applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal Agency has the right to grant such a license itself if the Federal Agency determines that:

- i. Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
 - ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;
 - iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or
 - iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- k. *Special Provisions for Contracts with Nonprofit Organizations.*
If the Contractor is a nonprofit organization, it agrees that:
- i. Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
 - ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;
 - iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a preference to a Small Business Firm when licensing a subject invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and decisions regarding Small Business Firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv).

1. *Communication.* The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the City upon request.

FEDERAL EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

<u>Trade</u>	<u>Goal</u> <u>(percent)</u>
Electricians	9.0 to 10.2
Carpenters	27.6 to 32.0
Steamfitters	12.2 to 13.5
Metal Lathers	24.6 to 25.6
Painters	28.6 to 26.0
Operating Engineers	25.6 to 26.0
Plumbers	12.0 to 14.5
Iron Workers (structural)	25.9 to 32.0
Elevator Constructors	5.5 to 6.5
Bricklayers	13.4 to 15.5
Asbestos Workers	22.8 to 28.0
Roofers	6.3 to 7.5
Iron Workers (ornamental)	22.4 to 23.0
Cement Masons	23.0 to 27.0
Glazers	16.0 to 20.0
Plasterers	15.8 to 18.0
Teamsters	22.0 to 22.5
Boilermakers	13.0 to 15.5
All Other	16.4 to 17.5

Goals and Timetables for Women

From April 1, 1980 until the present 6.9

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such

geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Contract, the "covered area" is the City of New York.

FEDERAL EXHIBIT 2

[Insert Exhibit 2 for applicable federal grant program]