

NYC-DEP Information For Bidders and Supply & Service Agreement
(Rev. 11/93)

THE CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION

SUPPLY AND SERVICE
AGREEMENT

THIS AGREEMENT, made and entered in this _____ day of _____ in the year one thousand nine hundred and _____ by and between The City of New York, party of the first part, by the Commissioner of the Department of Environmental Protection of the City of New York, and _____, Contractor, party of the second part located at _____.

WITNESSETH:

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

ARTICLE 1 - THE CONTRACT

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

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. The Advertisement and Information for Bidders, or Proposal for bids.
2. The Bid.
3. The Agreement.
4. The Annexed Resolution of the Board of Estimate, Budget Director's Certificate, or Mayor's Certificate.
5. General Conditions, or General Provisions.
6. The Specifications.
7. The Contract Drawings.
8. All Addenda issued by the Commissioner prior to the receipt of Bids.
9. All provisions required by law to be inserted in this contract, whether actually inserted or not.
10. The Notice of Award.
11. Performance and Payment Bonds.
12. Notice to Proceed with Work.

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ARTICLE 2 - DEFINITIONS

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

1. "ADDENDUM" or "ADDENDA" shall mean the additional contract provisions issued in writing by the Commissioner prior to the receipt of bids.
2. "AGENCY" shall mean a city, county, borough or other office, position, department, division, bureau, board or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.
3. "CITY" shall mean the City of New York, party of the first part.
4. "COMMISSIONER (or AGENCY HEAD)" shall mean the Commissioner of Environmental Protection of the City of New York, or his duly authorized representative designated in writing by the Commissioner.
5. "COMPTROLLER" shall mean the Comptroller of the City of New York.
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.
7. "CONTRACTOR" shall mean the party of the second part hereto, whether corporation, firm or individual, or any combination thereof, and its, their or his successors, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this contract.
8. "CONTRACT DRAWINGS" shall mean only those drawings specifically entitled as such and listed in the specifications or in any addendum, or any detailed drawings furnished by the Commissioner, pertaining or supplemental thereto.
9. "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 hereof, except extra work as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this contract, the Project Manager shall determine which shall prevail.
10. "DEPARTMENT" shall mean the Department of Environmental Protection of the City of New York acting by and through the Commissioner thereof, or his duly authorized representative.
11. "EXTRA WORK" shall mean work other than that required by the contract at the time

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of its execution.

12. "FINAL ACCEPTANCE" shall mean final acceptance of the work by the Commissioner as evidenced by his signature upon his certificate of completion and acceptance filed in the Office of the Comptroller, copy of which shall be sent to the Contractor. Such acceptance shall be deemed to have taken place as the date so stated in such certificate.
13. "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, and any ordinance, rule or regulation having the force of law.
14. "MATERIALMAN" shall mean any person, firm or corporation, 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.
15. "OTHER CONTRACTORS" shall mean any Contractor (other than the party of the second part or his subcontractors) who has a contract with the City for work on or adjacent to the building or sites of the work.
16. "PROJECT" shall mean the public improvement to which this contract relates.
17. "PROJECT MANAGER" shall mean the representative of the Commissioner duly designated by him to be his representative at the site of work.
18. "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.
19. "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 Project Manager.
20. "SPECIFICATIONS" shall mean all of the directions, requirements and standards of performance applying to the work as hereinafter detailed and designated under specifications.
21. "SUBCONTRACTOR" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or his subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site.
22. "TREASURER" shall mean the Finance Administrator of the City of New York.
23. "THE WORK" shall mean everything required to be furnished and done by the Contractor under the contract, and shall include both contract work and extra work.

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24. "PROCUREMENT POLICY BOARD" (PPB)- The Procurement Policy Board is a permanent agency of the City of New York whose functions are to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

25. "CITY CHIEF PROCUREMENT OFFICER (CCPO)"- Position delegated authority by the Mayor to coordinate and oversee the procurement activity of mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction.

26. "AGENCY CHIEF CONTRACTING OFFICER (ACCO)" - Position delegated by authority of the Agency Head to organize and supervise the procurement activity of subordinate agency staff in conjunction with the CCPO.

27. "REQUIREMENT CONTRACT" shall mean that the Commissioner will order (if applicable and so designated), during the term of this Contract, all services and supplies that may be needed, if any, by any or all DEP-Bureaus regardless of the estimated quantities in this Contract. The Commissioner may, with the consent of the Contractor, extend the term of this Contract if so stated in the Specifications.

ARTICLE 3 - CHARACTER OF THE WORK

Unless otherwise expressly provided in the Contract Drawings, Specifications and Addenda, the work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, to the satisfaction of the Commissioner.

3.1 RIGHT TO KNOW

Where applicable, as per the NYS "Right to Know" law and the Federal OSHA Hazard Communication standard 29 CER 1200., Contractors providing services to the NYC Department of Environmental Protection are required to submit appropriate Manufactures Safety Data Sheets (MSDS) when using chemically based substances on DEP premises. Failure to provide the relevant MSDS may cause contract to be deemed informal and thus unacceptable for award or, if work is already in progress, may result in the termination of your contract (with applicable penalties).

If any of your bidders or Contractors have any questions regarding this regulation, they may contact the authority listed below for clarification:

BUREAU OF TOXIC SUBSTANCE ASSESSMENT

New York State Health Department

Tower Building, Empire State Plaza

Albany, New York 12237

(518)473-3793

ARTICLE 4- PERIOD OF PERFORMANCE AND THE PROVISIONS

4.1 The period of performance of this contract shall be as shown in Specifications of this Contract, Schedule A, commencing on the date shown in the Department of

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Environmental Protection's order to commence work letter.

4.2 PROCESS SCHEDULE - To enable the work to be laid out and prosecuted in an orderly and expeditious manner the Contractor, within 10 days after the award of this contract, unless otherwise directed by the Project Manager, shall submit to him a proposed progress schedule as called for in the Specifications of this Contract showing:

- (a) The anticipated time of commencement and completion of each of the various operations to be performed under this contract; and
- (b) The sequence and interrelationship of each of these operations with the others and with those of other related contracts; and
- (c) The estimated time required for fabrication or delivery, or both, or all materials and equipment required for the work.

The proposed schedule shall be revised as directed by the Project Manager, until finally approved by him, and after such approval, shall, subject to the provisions of this Article, be strictly adhered to by the Contractor.

If the Contractor shall fail to adhere to the approved progress schedule, or to the schedule as revised in accordance with this Article, he must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such schedule.

4.3 REQUEST FOR INFORMATION OF APPROVAL - From time to time as the work progresses and in the sequence indicated by the approved progress schedule, the Contractor must submit to the Project Manager a specific request in writing for each item of information or approval required by him. These requests must state the latest date upon which the information or approval is actually required by the Contractor, and must be submitted sufficiently in advance thereof to allow the Project Manager a reasonable time to act upon such submissions or any necessary re-submissions thereof.

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

4.4 NOTICE OF CONDITIONS CAUSING DELAY - Within five days after the commencement of any condition which is causing or may cause delay in completion, including conditions for which the Contractor may be entitled to an extension of time, the Contractor must notify the Project Manager in writing of the effect, if any, of such condition upon the previously approved progress schedule, and must state why and in what respects, if any, the condition is causing or may cause such delay.

Failure strictly to comply with this requirement may, in the discretion of the

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Commissioner, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from such change, extra work, suspension, or other condition. Such failure shall also constitute a waiver, by the Contractor, of any and all claims for damages for delay arising therefrom.

If and when appropriate, the progress schedule shall be revised by the Contractor as and when directed by the Project Manager, and when approved by the Project Manager, the revised schedule must be strictly adhered to by the Contractor.

4.5 COORDINATION WITH OTHER CONTRACTORS - During the progress of the work, other Contractors may be engaged in performing other work in the project area. In that event the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors in such manner as the Project Manager may direct.

If the Project Manager shall determine that the Contractor is failing to coordinate his work with the work of other Contractors as the Project Manager has directed:

A. The Commissioner shall have the right to withhold any payments otherwise due hereunder until the Project Manager's directions are complied with by the Contractor, and

B. The Contractor shall indemnify and hold the City harmless from any and all claims or judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Project Manager's directions promptly; and

C. The Comptroller shall have the right to exercise the powers reserved in Article 5 hereof with respect to any claims which may be made for damages due to this Contractor's failure to comply with the Project Manager's direction promptly.

If the Contractor notifies the Project Manager in writing that another Contractor on this project is failing to coordinate his work with the work of his contract as directed, the Project Manager must promptly issue such directions to the other Contractor with respect thereto as the situation may require. The City shall not, however, be liable for any damages suffered by this Contractor by reason of the other Contractor's failure to promptly comply with the directions so issued by the Project Manager, or by reason of another Contractor's default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any Contractor.

Should the Contractor sustain any damage through any act or omission of any other Contractor having a contract with the City for the performance of work upon the site or of work which may be necessary to be performed for the proper prosecution of the work to be performed hereunder or through any act of omission of a subcontractor of such contract, the Contractor shall have no claim against the city for such damage, but shall have a right to recover such

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damage from the other Contractor under the provision similar to the following provisions which have been or will be inserted in the contracts with such other contractors.

Should any other contractor having or who shall hereafter have a contract with the City for the performance of work upon the site sustain any damage through any act of 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 damage and the indemnify and hold the City harmless from all such claims.

ARTICLE 5 - PAYMENT

The Prompt Payment provisions set forth in Chapter 6, Section 661, of the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under this contract. The provisions require the payment to contractors of interest on payments made after the required payment date except as set forth in subdivisions c(3) and d(2), (3), (4) and (5) of Section 661 of the Rules.

The contractor must submit a proper invoice to receive payment, except where the contract provides that the contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

Determinations of interest will be made in accordance with the provisions of Section 661 of the Procurement Policy Board Rules and General Municipal Law (Section 3-a).

If the contractor is paid interest, the proportionate share of that interest shall be forwarded by the contractor to its subcontractor(s).

The contractor shall pay each subcontractor (including a materials supplier) not later than seven (7) days after receipt of payment out of amounts paid to the contractor by the City for work performed by the subcontractor or supplier under this contract. The contents of this subparagraph substitutes, in pertinent part, for the requirements set forth in Chapter IV, Article 18, Subdivision 1, entitled "Payment To Subcontractors".

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to make payment to each of its lower-tier subcontractors or suppliers for work performed under this contract in the same manner and within the same time period set forth above.

ARTICLE 5a. AWARDED PRICE

For the Contractor's complete performance of the work, the City will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum price or unit prices at which this Contract was awarded, plus the amount required to be paid for any extra work ordered by the Commissioner under Article 17 hereof, less credit for any work

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omitted pursuant to this Agreement.

ARTICLE 5b. SUBMISSION OF REQUESTS FOR PAYMENT

If this contract allows for partial payments for lump sum work or unit price payments in accordance with Article 41, the Contractor shall submit a maximum of one request for payment per month (30 day period). Requests for payments in excess of one per month will be returned to the contractor; such invoices will not be subject to the Prompt Payment conditions of Article 39.

5b.1 The City agrees to pay and the Contractor agrees to accept, as full consideration for the complete and satisfactory performance of the services required herein, the amount set forth in his bid.

5b.2 The Contractor shall submit numbered invoices for payment in accordance with the payment schedule established in the Specifications of this Contract. Such invoices shall set forth the services for which payment is requested, and approval thereof of the Department shall be a prerequisite to payment. All payments shall be subject to such provisions for set off as may be set forth in this Agreement and in the Specifications attached hereto.

5b.3 Payments shall be made out of such moneys as may be reserved by the Comptroller of the City of New York for the purpose herein provided.

5b.4 The contract and all payments hereunder shall be subject to audit by the Department of Environmental Protection and post audit by the Comptroller of the City in accordance with the New York City Charter and Administrative Code.

5b.5 The City of New York is exempt from the payment of any Federal, State and City sales or excise taxes. The Contractors attention is directed to Addendum No.1 attached hereto and made a part hereof, which more fully explains this exemption.

**ARTICLE 6- BONDS, INSURANCE, LIQUIDATED DAMAGES, MAINTENANCE
AND GUARANTY**

6.1 PERFORMANCE AND PAYMENT BONDS

A. Prior to or at the time of the execution of the Contract, if required by Schedule A, the successful bidder must deliver to the City of New York, an executed bond equal to the percent stated in the Schedule A at the General Conditions of the contract, as security for the payment of all persons performing labor or furnishing materials in connection with this Contract, prepared on the forms of bonds authorized by the City of New York, and having as surety thereunder, such surety company or companies as are approved by the City of New York and are authorized to do business in the State of New York.

B. In lieu of a Performance and Completion Bond and Labor and Material Bond, a contractor may deposit with the Comptroller money, or obligations of the City of New York which the Comptroller shall approve as of equal value with the amount of the Performance and

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Completion Bond required.

C. Whenever a contractor deposits obligations of the City of New York in lieu of a Performance and Completion Bond and a Labor and Material Bond, it shall be with the understanding that the Comptroller of the City of New York, or his successors, may sell and use the proceeds thereof, for any purpose for which the principal or surety on such bond would be liable under the terms of the Contract. If money is deposited with the Comptroller, the Contractor shall not be entitled to receive interest on such money from the City of New York.

D. Unless otherwise specified in the Schedule A, Performance and Payment Bonds are required only for contracts in excess of \$50,000.00.

6.2 INSURANCE

During performance and up to the date of final acceptance, the Contractor must effect and maintain insurance of the kind and at the limits set forth in the General Conditions, Schedule "A".

6.3 LIQUIDATED DAMAGES

In case the Contractor shall fail to complete the work within the time fixed for such completion in the General Conditions, Schedule "A", or within the time to which such completion may have been extended, the Contractor must pay to the City the sum fixed in the General Conditions, Schedule "A", for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification under Article 6.3, or the Contractor's obligation to indemnify the City, or to any other remedy provided for by contract or by law.

The Comptroller will deduct and retain out of the moneys which may become due hereunder, the amount of such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference upon demand by the Comptroller.

6.4 MAINTENANCE AND GUARANTY

The Contractor must promptly repair, replace, restore or rebuild, as the Commissioner 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 year period subsequent to the date of final acceptance, except where other periods of maintenance and guarantee are provided for.

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As security for the faithful performance by the Contractor of his obligations hereunder, the Comptroller shall retain from the final payment hereunder the sum fixed in the Specifications. If the Contractor has faithfully performed all his obligations hereunder the Commissioner shall so certify to the Comptroller within five (5) days after the expiration of one (1) year from the date of completion and acceptance of the work or within five (5) days after the expiration of the guarantee period fixed in the specifications. The sum shall be repaid to the Contractor without interest within thirty (30) days after certification by the Commissioner to the Comptroller that the Contractor has faithfully performed all his obligations hereunder.

Notice by the Commissioner to the Contractor to repair, replace, rebuild or restore such defective or damaged work shall be timely if given no later than ten (10) days subsequent to the expiration of the one (1) year period or other periods provided for herein.

If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after having receiving such notice the Commissioner shall have the right to have the work done by others in the same manner as is provided for the completion of a defaulted contract, under Article 12 hereof and to deduct the cost thereof from the amount retained hereunder. The balance, if any, shall be returned to the Contractor without interest.

If the amount so retained be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the Comptroller. -

The Project Manager's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

The Contractor shall obtain all manufacturer's warranties and guaranties of all equipment and materials required by this Contract in the name of the City of New York and shall deliver same to the City.

6.5 RETAINED PERCENTAGE - IF SO STATED IN SCHEDULE A

A. As further security for the faithful performance of this contract, the Commissioner shall deduct, and retain, until the substantial completion of the work, a percent, as indicated in the Schedule A, General Conditions, of this contract, the value of work certified for payment in each partial payment voucher. In case of a unit price contract a percent, as indicated in the Schedule A, of the estimated amount to be paid to the Contractor under the Contract.

B. However, in contracts where full performance and payment bonds are not furnished as further security for the faithful performance of this contract, the Commissioner shall deduct, and retain until the substantial completion of the work, ten (10) percent of the value of work certified for payment in each partial payment voucher, or, in case of a unit price contract, ten (10) percent of the estimated amount to be paid to the Contractor under the contract.

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ARTICLE 7 - LIABILITY OF CONTRACTOR

7.1 GENERAL LIABILITY

A. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person and for all damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify the City from liability upon any and all claims for damages including those on account of such injuries or death to any such person or damages to property on account of neglect, fault or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of the Contractor or not.

B. In the event that any claim is made or any action is brought against the City arising out of negligence or careless acts of an employee of the Contractor either within or without the scope of his employment, or arising out of Contractor's negligent performance of this Agreement, or any act included in paragraph A above then the City shall have the right to withhold further payments hereunder for the purpose of setoff in sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

7.2 PROTECTION OF CITY PROPERTY

A. The Contractor assumes the risk of, and shall be responsible for any loss or damage to City property including property and equipment leased by the City, used in the performance of this Agreement, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of the Contractor, its officers, managerial personnel employees, or any person, firm, company, agent or other engaged by the Contractor as expert, consultant, specialist or subcontractor hereunder.

B. In the event that any such City property is lost or damaged except for normal wear and tear, or to the extent that such property is consumed in the performance of this Agreement then the City shall have the right to withhold further payments hereunder for the purpose of setoff in sufficient sums to cover such loss or damage.

C. The Contractor agrees to indemnify the City and hold it harmless from any and all liability or claim for damages due to any such loss or damage to any such City property described in subsection A above.

D. The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

7.3 INFRINGEMENTS

The Contractor shall be liable to the Department and hereby agrees to indemnify and hold

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the Department harmless for any damage or loss or expense sustained by the department from any infringement by the Contractor of any copyright, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement.

ARTICLE 8- PROVISIONS RELATING TO LABOR

8.1 REQUIRED CONTRACT LANGUAGE EO. 50 RIDER - EQUAL EMPLOYMENT OPPORTUNITY

This contract is subject to the requirements of New York City Charter Chapter 13-B, subsection 350 *et seq.* (Chapter 13-B), Executive Order No. 50 (April 25, 1980) (EO. 50) and the Rules (1991) and Regulations (1982) promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the contractor agrees that it:

- (1) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other form of compensation, layoff, termination, and all other terms and conditions of employment;
- (2) will not discriminate in the selection of subcontractors on the basis of the owner's partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status;
- (3) will state in all solicitations of advertisement for employees placed by or behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status or is an equal employment opportunity employer;
- (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 Chapter 13-B and EO. 50 and the Rules and Regulations promulgated thereunder;
- (5) will furnish before the contract is awarded all information and reports including an Employment Report which are required by Chapter 13-B, EO. 50, the Rules and Regulations promulgated thereunder, and orders of the Director of the Division of Labor Services (DLS). Copies of all required reports are available upon request from the contracting agency; and
- (6) will permit DLS to have access to all relevant books, records and accounts by DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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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 the contract and compliance with Chapter 13-B, EO. 50 and Rules and Regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

- (i) disapproval of the contractor;
- (ii) suspension or termination of all or parts of the contract and/or of payments therefor;
- (iii) declaring the contractor in default; or
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of DLS may recommend to the contracting agency head that a board of responsibility constituted pursuant to the Rules and Regulations of the Procurement Policy Board be convened for purposes of declaring a contractor who has repeatedly failed to comply with Chapter 13-B, EO. 50 and the Rules and Regulations promulgated thereunder to be nonresponsible.

The contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000 to which it becomes a party unless exempted by Chapter 13-B, EO. 50 and Rules and Regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such actions with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance.

The contractor further agrees that it will refrain from entering into any contract or contract modifications subject to Chapter 13-B, EO. 50 and Rules and Regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of EO. 50 and Rules and Regulations promulgated thereunder.

8.2 SUPERVISION BY CONTRACTOR

A. The Contractor shall give its personal supervision to the work or have a competent manager, foreman or supervisor, satisfactory to the Commissioner assigned to the work at all times during performance of the contract, with authority to act for the Contractor.

B. In the performance of the contract hereunder, the Contractor shall utilize competent and qualified persons. All such persons are the employees of the Contractor and not of the City and the Contractor shall be responsible for their acts, personal conduct and work.

C. All services shall be performed in a skillful and workmanlike manner. The Commissioner may require and the Contractor agrees to the removal from the work of any of the Contractor's personnel or its subcontractor's personnel deemed incompetent, careless or otherwise objectionable by the Commissioner.

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

8.3 PROHIBITED ACTS

The Contractor shall not employ any labor, or utilize materials or means which employment or utilization during the course of this agreement may to in any way tend to cause or result in strikes, work stoppages, delays, suspensions of work or similar troubles by workmen employed by the Contractor, or by any of the trades working in or above the buildings and premises where work is being performed under this agreement, or by Contractors or their subcontractors pursuant to other agreements or contracts, or on any other building or premises owned or operated by the City of New York, its agencies, departments, boards or authorities. Any violation by the Contractor of these requirements should be considered as proper and sufficient cause for declaring the Contractor to be in default.

8.4 NOTICE OF LABOR DISPUTES

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice to the Department, including all relevant information with respect thereto.

8.5 MINIMUM WAGE AND WORKING CONDITIONS

A. Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 d of the Labor Laws of the State of New York, all persons employed by the Contractor and any subcontractor in the manufacture or furnishing of work, labor or services, used in the performance of this contract will be paid not less than the federal minimum wage.

B. No part of the work, labor or services will be performed or rendered by the Contractor in any plants, factories, buildings or surrounding or working under 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 paragraph.

C. For any break or violation of any of the provisions of paragraphs A and B above, the Contractor shall be liable to the City for liquidated damages, which may be withheld from any amounts due herein or may be recovered in suits brought by the Corporation Counsel in the name of the City, in addition to damages for any other breach of this contract, a sum equal to the amount of any underpayment of wages due to any employee engaged shall have the right to cancel this contract for violation of this clause and enter into other contracts for the completion of this contract, charging any addition cost to the Contractor. All sums withheld or recovered as deductions, rebates, refunds, or underpayments of wages in violation of the provisions of this clause, shall be held in a special deposit account and shall be paid without interest, on order of the City Commissioner of Labor, 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

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made within one year from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

8.6 HOURS AND WAGES

Pursuant to the provisions of Section 220 of the New York State Labor Law:

A. No laborer, workman 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 the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight hours in any day or more than five days in any one week except in such emergency, and unless specific dispensation shall have been granted by the industrial commissioner. Whenever such a dispensation is granted, all work in excess of eight (8) hours per day and five (5) days per week shall be considered overtime work, and the laborers, workmen and mechanics performing such work shall be paid a premium wage commensurate with the premium wages prevailing in the area in which the work is performed.

B. The wages to be paid and the supplements to be provided, for a legal day's work, to laborers, workmen or mechanics employed by the Contractor shall not be less than the prevailing wages and supplement required to be paid to such employees, as ascertained and prescribed by the Comptroller in the Specifications attached hereto.

8.7 MINIMUM WAGES

In accordance with the provisions of Section 343.9.0 of the New York City Administrative Code, as amended:

A. Except for employees whose wage is required to be fixed pursuant to Section 220 of the Labor Law, 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.

B. For any breach or violation of the paragraphs on working condition and minimum wages above, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any contracts with the City of such party responsible, or may be recovered in suits brought by the Corporation Counsel in the name of the City, in addition to damage for any other breach of this Contract, a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel this Contract 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 underpayments of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Commissioner

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of Labor, 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 one year from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

C. In the event of any breach or violation of any of the provisions of this Article 7, and in addition to any other provisions above, pertaining to said breach or violation, no contracts shall be awarded to the Contractor or subcontractor, as the case may be, or to any firm, corporation, partnership or association in which the Contractor or subcontractor has a controlling interest until three years have elapsed from the date of such breach.

D. The Contractor and his 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 his Subcontractors engaged in the performance of this Contract are employed, notices furnished by the City, in relation to prevailing wages and supplements, minimum wages and other stipulations contained in Section 343.9.0 of the Administrative Code of the City of New York, and the Contractor and his 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.

E. The Contractor and his subcontractors shall keep such employment records as are required in the Rules and Regulations of the Board of Estimate of the City of New York adopted pursuant to the provisions of Section 343.9.0 of the Administrative Code.

F. In all orders or contracts by the Contractor to the subcontractor for: (a) manufacturing or furnishing any of the supplies, material or equipment required under the Contract; (b) furnishing any of the work, labor or services required under the Contract, the Contractor shall insert a notice to the subcontractor to the effect that such supplies, materials, equipment or work, labor or services are for the City of New York and that the subcontractor is subject to the provisions of Section 343.9.0. of the New York City Administrative Code.

G. At the time the Contractor makes application for each partial payment and for final payment, the Contractor shall submit to the Commissioner a written certification of compliance with the prevailing wage, minimum wage and other provisions and stipulation required by Section 220 of the New York State Labor Law and Section 343.9.0 of the Administrative Code of the City of New York and the Rules and Regulations of the Board of Estimate adopted pursuant thereto and any and all supplements and amendments to such rules and regulations. Compliance with the provisions of this paragraph shall be a condition precedent to payment shall be made to the Contractor unless and until each such certification shall have been submitted to and received by the Commissioner.

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H. This Contract is executed by the Contractor with the express warranty and representation that the Contractor is not disqualified under the provisions of Section 343.9.0 of the Administrative Code for the award of the Contract.

I. Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this Contract, and ground for cancellation thereof by the City.

NOTE: Sections 8.8 through 8.11 apply to contracts for building service work.

8.8 PREVAILING WAGE AND SUPPLEMENTS (sec. 231 - Labor Law)

A. The wage which the Contractor shall pay for a legal day's work and supplements to be provided to building service employees, as defined in Section 230 of the Labor Law, employed upon the whole or part of the building service work contemplated by this contract, shall not be less than the prevailing rate of wages and any supplements required to be paid to the various classes of employees on such work, ascertained and determined by the Comptroller as set forth in a schedule which is set forth in Section B of Specifications of this Contract of the Proposal for Bid.

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

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

(1) such apprentice has been individually registered in an apprenticeship program which is duly registered with the New York State Industrial Commissioner in conformity with Article 23 of the Labor Law;

(2) such apprentice's registration occurred prior to his/her employment as an apprentice on such craft or trade service work; and

(3) written proof of such individual registration is submitted to the Agency prior to such apprentice's employment as an apprentice. The proof submitted shall include evidence of the appropriate ratios and apprentice's wage rates. In no event shall the ratio of apprentice to journeyman employed on such service work be greater than the lesser of the following rate:

(a) the ratio permitted in the apprenticeship program approved by the industrial commissioner, or

(b) the ratio prevailing in the locality where the service work will be performed.

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8.9. OVERTIME (Sec. 232 - Labor Law)

All building service employees, who work more than eight hours in any one day or more than forty hours in any workweek, shall be paid wages for such overtime by the Contractor, at a rate not less than one-and-one-half times his prevailing basic hourly rate.

8.10 RECORD KEEPING (Sec 233 - Labor Law)

A. The Contractor shall keep original payrolls or transcripts thereof subscribed and confirmed by it as true, under penalties of perjury showing the hours and days worked by each employee, the craft, trade or occupation at which he/she was employed, and the wages paid.

B. Where the wages paid include sums which are not paid directly to the employee weekly and which are expended for supplements, the records shall include the hourly payment on behalf of such employees, the supplement for which such payment has been made, and the name and address of the person to whom such payment has been made. In all cases, the Contractor shall keep a true and inscribed copy of the agreement under which such payments are made, a record of all net payments made thereunder, and a list of all persons for whom such payments are made.

C. The records required herein shall be kept on the site of the work during all of the time that work hereunder is being performed. Upon a formal order of the City, the Contractor shall produce within five (5) days on the site of work, such records subscribed and affirmed by it as true under the penalties of perjury.

8.11 CERTIFICATION OF WAGE AMOUNTS (Sec. 237 - Labor Law)

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

ARTICLE 9 - BOOKS AND RECORDS

9.1 MAINTENANCE

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

9.2 RETENTION OF RECORDS

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement, whichever is later. City, State and Federal auditors and any other persons duly authorized by the Department

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shall have full access to and the right to examine any of said materials during said period.

9.3 NO REMOVAL OF RECORDS FROM PREMISES

Where performance of this Agreement involves use by the Contractor of Department papers, files, data or records at Departmental facilities or offices, the Contractor shall not remove any such papers, files, data or records therefrom without the prior approval of the Department's designated official.

9.4 AUDIT BY THE DEPARTMENT OF THE COMPTROLLER OF THE CITY OF NEW YORK

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the Department and by the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred upon said Department and said Comptroller by the New York City Charter and Administrative Code of the City of New York, as well as all orders and regulations promulgated pursuant thereto.

The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by said Department and said Comptroller so that they may evaluate the reasonableness of the charges and shall make its records available to the Department and the Comptroller as they consider necessary.

All books, vouchers, records, reports, canceled checks and any and all similar material may be subject to periodic inspection, review and audit by the State of New York, Federal Government and other persons duly authorized by the City.

The Contractor shall not be entitled to final payment under the Agreement until all requirements have been satisfactorily met.

ARTICLE 10 - REPRESENTATIONS AND WARRANTIES

10.1 PROCUREMENT OF AGREEMENT

A. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof.

B. For a breach of violation of such representations or warranties, Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all moneys paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums, due under this Agreement. This remedy, effected, shall not constitute the sole remedy afforded The City the falsity or breach, nor shall it constitute a waiver of the City's right

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to claim damages or refuse payment or to make any other action provided for by law or pursuant to this Agreement.

10.2 CONFLICT OF INTEREST

The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, nor any person whose salary is payable, in whole or part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

10.3 FAIR PRACTICES

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

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

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

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

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

ARTICLE 11. EXTENSION OF TIME FOR PERFORMANCE

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Upon written application by the contractor, the Agency Chief Contracting Officer may grant an extension of time for performance of the contract. Said application must state, at a minimum, in detail, each cause for delay, the date(s) the cause of the alleged delay occurred, and the total number of delay in days attributable to such cause.

The ruling of the Agency Chief Contracting Officer shall be final and binding as to the allowance of an extension and the number of days allowed.

ARTICLE 12 - COVENANTS OF THE CONTRACTOR

12.1 EMPLOYEES

All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this Agreement are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent or for taxes of any nature including but not limited to unemployment insurance, worker's compensation, disability benefits and social security, or, except as specifically stated in this Agreement to any person, firm or corporation.

12.2 INDEPENDENT CONTRACTOR STATUS

The Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department of the City of New York, and that in accordance with such status as independent contractor, the Contractor agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City of New York, or of any department, agency or unit thereof, by reason thereof and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer of or employee of the City of New York including, but not limited to, Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

12.3 CONFIDENTIALITY

All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Agreement are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without the prior written approval of the Department.

The provisions of this Section shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.

12.4 COMPLIANCE WITH LAW

Contractor shall render all services under this Agreement in accordance with the applicable provision of Federal, State and local laws, rules and regulations as are in effect at the

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time such services are rendered.

12.5 EMPLOYMENT PRACTICES

Contractor and its subcontractors shall comply with the Civil Right Act of 1964 and any amendment thereto, and the rules and regulations thereunder, and Executive Order No. 50, as attached hereto.

12.6 INVESTIGATION CLAUSE

1.1 The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

1.2 If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or,

1.2(a) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

1.3 The Commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

1.3(a) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 1.5 below without the City incurring any penalty or damages for delay or otherwise.

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1.4 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; moneys lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

1.5 The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

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

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 1.4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 1.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

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1.6 The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(a) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(b) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives moneys, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(c) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

1.7 In addition to and notwithstanding any other provision of this agreement the Commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three(3) days written notice in the event Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Contractor, or affecting the performance of this contract.

12.7 ASSIGNMENT

A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of the Contractor's right title, interest, obligations or duties herein, or the Contractor's power to execute such Agreement, or assign, by power of attorney or otherwise, any of its rights to receive moneys due or to become due under this Agreement, unless the prior written consent of the Department shall be obtained. Any such assignment, transfer, conveyance, sublease or other disposition without such consent should be void.

B. In the event that the Contractor assigns, transfers, conveys, sublets or otherwise disposes of this Agreement as specified in subdivision A, above, without the prior written consent of the Department, the Department shall revoke and annul this Agreement and the Department shall be relieved and discharged from any and all liability and obligations growing out of such Agreement to the Contractor, its assignees, transferees or subleases shall forfeit and lose all moneys theretofore earned under this Agreement, except so much thereof as may be required to pay the Contractor's employees. The provisions of this section 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.

C. This Agreement may be assigned by the City to any corporation, agency or instrumentality having authority to accept such assignment.

12.8 SUBCONTRACTING

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A. The Contractor agrees not to enter into any sub contracts for the performance of the obligations, in whole or in part, under this Agreement without the prior written approval of the Department. Two copies of each such proposed subcontract shall be submitted to the Department with the Contractor's written request for approval.

B. All such subcontracts shall contain provisions specifying:

1. that the work performed by the subcontractor must be in accordance with the terms of the Agreement between the Department and the Contractor,
2. that nothing contained in such contract shall impair the rights of the Department,
3. that nothing contained therein, or under the Agreement between the Department and the Contractor shall create any contractual relationship between the subcontractor and the Department, and
4. that the subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Agreement between the Department and the Contractor.

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

D. The aforesaid approval is required in all cases other than individual employer employee contracts.

E. The Contractor shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

12.9 PUBLICITY

A. The prior written approval of the Department is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Agreement make any statement to the press or issue any material for publication through the media of communication bearing on the work performed or data collected under this Agreement.

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

12.10 PARTICIPATION IN AN INTERNATIONAL BOYCOTT

A. The Contractor agrees that neither the Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of

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the provisions of the Export Administration Act of 1969, as amended, of the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially owned affiliated company thereof, or participation in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations promulgated thereunder, the Comptroller may, at his option, render forfeit and void this contract.

C. The Contractor shall comply in all respects, with the provisions of Section 343-10.0 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

12.11 INVENTIONS, PATENTS AND COPYRIGHTS

A. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, it shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

B. No report, document or other data produced in whole or in part with contract funds shall be copyrighted by the Contractor nor shall any notice of copyright be registered by the Contractor in connection with any report, document or other data developed for the Agreement.

C. If any copyrightable material is developed under, or in the course of performing this Agreement, any Federal Agency providing federal financial participation for the Agreement shall have a royalty free, non exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.

D. In no event shall Subsections A, B, and C of this Section be deemed to apply to any report, document or other data, or any invention of the Contractor which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Agreement.

12.12 ANTI TRUST

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

12.13 POLITICAL ACTIVITY

A. There shall be no partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with

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

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

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

12.14 CLEAN AIR PROVISIONS

A. If the amount of this Agreement is in excess of \$100,000 the Contractor shall comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857B, et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251, et. seq.).

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

C. In accordance with the provisions of Section 1403.3.2.25, Noise abatement contract compliance, of Specifications of this Contract of Chapter 57 of the Administrative Code of the City of New York.

1. Devices and activities which will be operated, conducted, constructed or manufactured pursuant to this Contract and which are subject to the provisions of the New York City Noise Control Code shall be operated, conducted, constructed or manufactured without causing a violation of the code.

2. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise omitted or produced by such devices and activities in accordance with regulations issued by the Administrator of the Environmental Protection Administration. Regulations promulgated pursuant to Section 1403.3.2.25 after the bid openings for this Contract shall not alter its terms, conditions and specifications.

ARTICLE 13- TERMINATION

13.1(a) At any time during the period of this period of this Agreement the Department upon ten (10) days written notice to the Contractor may cancel the Agreement and terminate the service. In such event the Contractor shall be paid whatever sum has become due to him for

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services performed prior to the effective date of the cancellation without further liability to the City.

13.1(b) The Contractor shall be entitled to apply to the Department to have this Agreement terminated by said Department by reason of any failure in the performance of this Agreement (including any failure by the Contractor to make progress in the prosecution of work hereunder which endangers such performance), if such failure arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or any other cause beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the Department which agrees to exercise reasonable judgment therein. If such a determination is made and the Agreement terminated by the Department pursuant to such application by the Contractor, such termination shall be deemed to be without cause.

13.1(c) All payments pursuant to this section 13.1 shall be accepted by the Contractor in full satisfaction of all claims against the City arising out of termination.

13.2 The Contractor may be declared in default by this Agency and the Department may terminate the Agreement in whole or in part by written notice to the Contractor for, but not limited to, the following:

- A. The Contractor becomes insolvent; or
- B. The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New York; or
- C. A voluntary or involuntary petition in bankruptcy be filed by or against the Contractor; or
- D. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or
- E. The Contractor sublets, assigns, transfers, conveys or otherwise disposes of this Agreement other than as herein specified; or
- F. The Contractor fails or refuses to proceed with the work when and as directed by the Administrator; or
- G. The Contractor is or has been unnecessarily or unreasonably or willfully delaying
 - (i) the performance and completion of the work, or
 - (ii) the award of necessary subcontracts, or
 - (iii) the placement of necessary material and equipment order; or

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H. The Contractor, without just cause, reduces his working force to a number which, if maintained, would jeopardize the timely performance of the contract, and fails or refuses to increase such working force when ordered to do so by the Commissioner; or

I. The work cannot be completed or is not completed within the time herein provided therefor or within the time to which such completion may have been extended unless, however, the delay is caused by circumstances under the Commissioner's control; or

J. The Contractor abandons the work; or

K. The Contractor is or has been willfully or in bad faith violating any of the provisions of this contract.

13.3 In the event the Commissioner terminates this Agreement in whole or in part as provided in section 13.2 above, the City may procure, upon such terms and in such manner deemed appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services provided that, the Contractor shall continue the performance of this Agreement to the extent not terminated thereby.

13.4 Before the Commissioner shall exercise his right to declare the Contractor in default by reason of the conditions set forth in Section 13.2 A, F, G, H, I, and K, he shall give the Contractor an opportunity to be heard, on two (2) days a written notice, at which hearing the Contractor may have a stenographer present provided, however, that a copy of such stenographic notes, if any, shall be furnished to the Commissioner.

13.5 Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of Contractor's default, and the City may withhold payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the City from the Contractor is determined.

13.6 The provisions of the Agreement regarding confidentiality of information shall remain in full force and effect following any termination.

13.7 The rights and remedies of the City provided in this article shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Agreement.

ARTICLE 14 - LEGAL FORUM

14.1 CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

This Agreement shall be deemed to be executed in the City of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York.

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

A. If the City initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made by the Contractor either in person, whenever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Agreement, or to such other address as the Contractor may provide to the City in writing and

B. With respect to any action between the City and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have;

- (a) to move to dismiss on grounds of forum non conveniens,
- (b) to remove to Federal Court and
- (c) to move for a change of venue to a New York State Court outside New York County.

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

D. If the Contractor commences any action against the City in a Court located other than in the City and State of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.

If any provision(s) of this Article is (are) held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

14.2 GENERAL RELEASE

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the City from any and all claims of and liability to the Contractor arising out of the performance of this Agreement.

14.3 CLAIMS AND ACTIONS THEREON

A. No action at law or proceeding in equity against the City or Department shall lie or be maintained upon any claim based upon this Agreement or arising out of this Agreement

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or in any way connected with this agreement unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.

B. No action at law or proceeding in equity shall lie or be maintain against the Department or the City upon any claim based upon this Agreement or arising out of this Agreement unless such action shall be commenced within six (6) months after the date of final payment hereunder, or within six (6) months of termination or conclusion this Agreement, or within six (6) months of accrual of the cause action, whichever is earliest.

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

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

14.4 NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

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

14.5 NO ESTOPPEL

Neither the City nor any department, officer, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this contract by the City, the Commissioner, the Project Manager, or any other officer, agent or employee of the City, either before or after the final completion and acceptance of the work and payment therefor.

(1) From showing the true and correct classification, amount, quality or character of the work actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular or that the work or any part thereof does not in fact conform to the requirements of this contract; and

(2) From demanding and recovering from the Contractor any overpayments made to him, or such damages as it may sustain by reason of his failure to perform each and every part of this contract in strict accordance with its terms, or both.

14.6 WAIVER

Waiver by the Department of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of the Contract unless and until the same shall be agreed to in writing

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by the Department or City as required and attached to the original Contract.

14.7 NOTICES

The Contractor and the Department hereby designate the business addresses specified in the Proposal for Bid as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail shall be conclusive and deemed to be sufficient service thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by law.

14.8 ALL LEGAL PROVISIONS DEEMED INCLUDED

It is the intend and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement 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 agreement shall forthwith upon the application of either party by amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

14.9 SEVERABILITY

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

14.10 MODIFICATIONS

This Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

14.11 PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement and in no way affects this Agreement.

14.12 INSPECTION AT SITE

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

ARTICLE 15 - CONTRACTOR EVALUATION PROVISION

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

ARTICLE 16 - TAX EXEMPTION

Attention is specifically called to the New York State Tax Law, Sections 1115 (a) (15) and 1116 (a) (1), which exempts from New York State Sales Tax and Compensation Use Tax, and Administrative Code of the City of New York Sections 11-2006 and 11-2007 which exempts from the New York City Sales tax, the purchase of materials required by this contract, except materials consumed by the Contractor in the performance thereof. Therefore, the Contractor, when bidding, should not include amount to cover such New York State or New York City taxes in the sale price.

The City of New York (City) is exempt from payment of Federal, State, local taxes and Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the City pursuant to the provisions of this contract. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment of other property leased by or to the Contractor or a subcontractor, or to supply and materials which, even though they are consumed, are not incorporated into the completed work (consumable supplies), and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes, including Sales and Compensating Use Taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

The Contractor agrees to sell and the City agrees to purchase all materials required, other than consumable supplies, necessary or proper for or incidental to the construction of the work covered by this Contract.

1. The sum paid under this Agreement for such materials shall be and is deemed to be in full payment and consideration for the sale of such materials under this Agreement. The Contractor agrees to construct the work and to perform all work, labor and services, and the sum so paid pursuant to this agreement for such work, labor and services, shall be and is deemed to be in full consideration for the performance by the Contractor of all his duties and obligations under this Agreement in connection with said work and labor.

The purchase by the Contractor of the supplies and materials sold hereunder shall be a purchase or procurement for resale and therefore not subject to the New York State or New York City sales or compensating use taxes or any such taxes of cities or counties. The sale of such materials by the Contractor to the City, which is a political subdivision of the State of New

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York, is exempt from the aforesaid sales or compensating use taxes. With respect to such materials, the Contractor, at the request of the City, shall furnish to the City such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered assuring to the City title to such supplies and materials, free of liens or encumbrances, and the Contractor shall mark or otherwise identify all such materials as the property of the City.

Title to all materials to be sold by the Contractor to the City pursuant to the provisions of the Contract shall immediately vest in and become to sole property of the City upon delivery of such supplies and materials to the site and prior to its becoming a part of the permanent structure. Notwithstanding such transfer of title, the Contractor shall have the full and continuing responsibility to install such materials and supplies, protect them, maintain them in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional materials in place of any that may be lost, stolen or rendered unusable, without cost to the City, until such time as the work covered by the Contract is fully accepted by the City. Such transfer of title shall in no way affect any of the Contractor's obligations hereunder. In the event that, after title has passed to the City, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the Contractor.

The purchase by subcontractors of materials to be sold hereunder shall also be a purchase or procurement for resale to the Contractor (either directly or through other subcontractors) and therefore not subject to the aforesaid sale, or compensating use taxes, provided that the subcontract agreements provide for the resale of such materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent construction and that such subcontract agreements are in a form similar to this Contract with respect to the separation of the sale of materials from the work and labor, services, consumable supplies and any other matters to be provided and further that the subcontract agreements provide separate prices for (1) materials and (2) all other services and matters.

2. The subcontract agreements in connection with this Contract shall provide for the resale of such supplies and materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent construction, and shall provide separate prices for (1) materials and (2) all other services and matters.

Such subcontract agreements shall be in a form similar to this contract with respect to the separation of the sale of materials from the work and labor and other things to be provided. Such separation shall actually be followed in practice, including the separation of payments for supplies and materials from the payments for other work and labor and other things to be provided.

The Contractor and his subcontractors and materialmen shall obtain any and all necessary Contractor Exempt Purchase Certificates or resale certificates from the appropriate governmental agency or agencies, and furnish a Contractor Exempt Purchase Certificate or resale certificate to all persons, firms or corporations from which they purchase supplies and materials for the

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ARTICLE 17 - CONTRACT CHANGES

(1) All changes to existing contracts shall be approved by the ACCO and shall be reflected in a change order, which, once authorized, shall become a part of the original contract. A copy of the change order shall be sent to the contractor within ten days after authorization of the change. Contractors who deviate from the requirements of the original contract without a duly authorized change order do so at their own risk.

(2) The ACCO may include in any solicitation a provision for determining the cost of expected changes, so that these costs can be competitively determined before award.

(3) Changes may include any one or more of the following:

- (i) specification changes to account for design errors or omissions;
- (ii) changes in contract amount due to authorized additional or omitted work. Any such changes require appropriate price and cost analysis to determine reasonableness. In addition, except for non-construction requirements contracts, all changes that cumulatively exceed the greater of ten percent of the original contract amount or \$100,000 shall be approved by the CCPO (for non-construction contracts) or the Director of the Office of Construction (for construction contracts);
- (iii) extensions of a contract term for good and sufficient cause for a cumulative period not to exceed one year from the date of expiration of the current contract. Requirements contracts shall be subject to this limitation;
- (iv) changes in delivery location;
- (v) changes in shipment method; and
- (vi) any other change not inconsistent with this section.

(4) Changes Not Permissible for Material Alterations of Scope. Changes are permitted only for work necessary to complete the work included in the original scope of the contract, and for non-material changes to the scope of the contract. Changes are not permitted for material alterations in the scope of the work or for the insertion of a renewal clause to the contract. Material alterations to the scope of the work may be made only by a new procurement.

(5) Adjustments of Price or Time for Performance. The contractor may be entitled to a price adjustment for extra work performed or to be performed pursuant to a written change order. If any part of the contract work is necessarily delayed by a change order, the contractor may be entitled to an extension of time for performance. Adjustments to price shall be validated for reasonableness by using appropriate price and cost analysis.

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performance of the work covered by this Contract.

ARTICLE 17- CONTRACT CHANGES

Changes may be made to this contract only as duly authorized by the Agency Chief Contracting Officer or his/her designee. Contractors deviating from the requirements of an original contract without a duly approved change order document, or written contract modification or amendment, do so at their own risk. All such changes, modifications and amendments will become a part of the original contract. Any work so ordered must be performed by the contractor.

Contract changes will be made only for work necessary to complete the work included in the original scope of the contract, and for non-material changes to the scope of the contract. Changes are not permitted for any material alteration in the scope of work. Contract changes may include any contract revision deemed necessary by the Contracting Officer.

The Contractor shall be entitled to a price adjustment for extra work performed pursuant to a written change order. If any part of the contract is necessarily delayed by a change order, the Contractor will be entitled to an extension of time for performance. Adjustments to price shall be computed in one or more of the following ways: (i) by agreement of a fixed price; (ii) by unit prices specified in the contract; (iii) by time and material record; and/or (iv) in any other manner approved by the City Chief Procurement Officer.

Where the cost of the change order has been negotiated in the absence of established cost history, the costs are subject to verification by post audit. If the post audit reveals that the Contractor's costs for the change order work were inaccurately stated during negotiations, the agency shall recoup the amount by which the costs were inaccurately stated by proportionately reducing the price of the change order. This remedy is not exclusive and in addition to all other rights and remedies of the City.

Except in the case of requirements contracts, any contract increases amendment which either amends a unit price, cancels required units, or adds a new type of unit item to the contract must be approved in writing by the Agency Chief Contracting Officer.

17.1 PRICING

A. The Contractor shall whenever requested by the Commissioner during the contract, including but not limited to the time of bidding, submit cost or pricing data and formally certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a specified date. The Contractor shall be required to keep its submission of cost and pricing data current until the contract has been completed.

B. The price of any change order, or contract modification subject to the conditions of paragraph A, shall be adjusted to exclude any significant sums by which the City finds that such price was based on cost or price data furnished by the supplier which was inaccurate, incomplete, or not current as of the date agreed upon between the parties.

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C. Time for Certification. The Contractor must certify that the cost or pricing data submitted are accurate, complete, and current as of a mutually determined date.

D. Refusal to Submit Data. When any contractor refuses to submit the required data to support a price, the Contracting Officer shall not allow the price.

E. Certification of Current Cost or Pricing Data. Form of Certificate. In those cases when cost or pricing data is required, certification shall be made using a certificate substantially similar to the one contained in Chapter 4 of the PPB rules and such certification shall be retained in the agency contract file.

F. If the City finds that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

- (a) The Contractor was a sole source supplier or otherwise in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete and current cost or pricing data had been submitted;
- (b) The City should have known that the cost or pricing data in issue were defective even though the contractor took no affirmative action to bring the character of the data to the attention of the City;
- (c) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

17.2 METHODS OF PAYMENT FOR EXTRA WORK

Extra work for which there are applicable contract unit prices will be paid for at such unit prices. Where there are no applicable contract unit prices, subject to audit by the Department of Environmental Protection and subject to post audit by the Comptroller, the price to be paid for extra work ordered pursuant to Article 17, and performed by the Contractor with his own forces, shall be the actual and reasonable cost of:

- (1) Necessary materials (including transportation to the site); plus
- (2) Necessary direct labor; plus
- (3) All insurance required by reason of the performance of the extra work; plus
- (4) Payments required to be made to labor organizations under existing labor agreements; plus
- (5) Sales and personal property taxes, if any, required to be paid on materials incorporated in such extra work; plus
- (6) Maintenance, operation and rental of, or reasonable rental value of Contractor owned, necessary plant and equipment other than small tools (including gas, oil, coal, electric current, etc.), plus
- (7) Necessary installation and dismantling of such plant and equipment (including transportation to and from the site), if any items, plus
- (8) Ten (10) percent of the total of Items 1 through 7 as compensation for all other items of cost or expense including administration, overhead, general superintendence, and small tools; plus

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(9) Ten (10) percent of the total of Items 1 through 8 as compensation for profit except that no percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

Where there are no applicable unit prices for extra work ordered pursuant to Article 17 and performed in whole or in part by other than the Contractor's own forces, the Contractor shall be paid, subject to audit by the Department, and subject to a post audit by the Comptroller, only the actual and reasonable cost of such subcontracted work computed as outlined above, plus an additional allowance of five (5) percent to cover the Contractor's profit, superintendence, administration, insurance and other overhead.

Where a change is ordered, involving both extra work and omitted or reduced contract work, the contract price shall be adjusted, subject to audit by the Department, and subject to a post audit by the Comptroller in an amount based on the difference between the value of such extra work and of the work omitted or reduced. The cost of such extra work and of such omitted or reduced work shall be computed in accordance with Items 1 through 7 of this Article. If the cost of such extra work exceeds the cost of the work omitted or reduced, the contract price shall be increased by the difference, plus ten (10) percent thereof, as compensation for all other items of cost or expense including administration, overhead, superintendence and small tools, plus an additional ten (10) percent on the total thereof as compensation for profit. If the cost of work omitted or reduced exceeds the cost of such extra work, then the contract price shall be reduced by such differences.

Where the Contractor and the Commissioner can agree upon another method of payment for extra work, or for extra work ordered in connection with omitted or reduced work, such method, subject to audit and revision by the Comptroller, may, at the option of the Commissioner be substituted for the cost plus a percentage method provided. However, that if the work is performed by a subcontractor, the Contractor shall not be entitled to receive more than an additional allowance of ten (10) percent over and above the actual and reasonable cost of such subcontractor's work.

17.3 DISPUTED WORK, DETERMINATION OR ORDER

If the Contractor is of the opinion,

1. that any work ordered to be done as contract work by the Commissioner, or the Project Manager, is extra work and not contract work; or
2. that any determination or order of the Commissioner, or Project Manager violates the terms and provisions of this contract, he must promptly, and before proceeding with such work or complying with such determination or order, or simultaneously therewith notify the Commissioner in writing of the reasons for his opinion with respect thereto, and request a final determination thereon. Such determination shall be rendered within a reasonable time.

If the Commissioner determines that the work in question is contract work and not extra

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work, or that the determination or order complained of is proper, he will so notify the Contractor to proceed, and the Contractor must promptly comply. However, in order to reserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within five (5) days after receiving notice of the Commissioner's determination and direction, notify the Commissioner in writing that the work is being performed or that the determination and direction is being complied with under protest.

If the Contractor fails to so appeal to the Commissioner for a determination or, having so appealed, should the Contractor thus fail to notify the Commissioner in writing of his protest, the Contractor shall be deemed to have waived any claim for extra compensation or damage therefor. Oral appeals or oral protests, no matter to whom made, shall not be deemed even substantial compliance with the provisions of this Article.

If the Contractor shall also claim to be sustaining damages by reason of any act or omission of the City or its agents, he shall within five (5) days after the sustaining of such damage, notify the Commissioner in writing and within thirty (30) days thereafter, or within such additional time in excess of thirty (30) days as may be granted by the Commissioner upon written request therefor, submit to the Commissioner verified detailed statements of the damages sustained together with documentary evidence of such damages. On failure of the Contractor to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist.

In addition to the statements required under Article 17.3 hereof, or under this Article, the contractor and his subcontractor shall, upon notice from the Commissioner or the Comptroller, or either of them, produce for examination at the Contractor's or subcontractor's office, by the representatives of the Commissioner, all his books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, canceled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this contract, and submit himself and persons in his employment, for examination under oath by any person designated by the Commissioner to investigate claims made against the City under this contract. At such examination a duly authorized representative of the Contractor may be present.

Unless such statements shall be made and filed within the time aforesaid and such records submitted for examination and the Contractor and his employees submit themselves for examinations as aforesaid, the City shall be released from all claims arising under, relating to or by reason of this contract, except for the sum certified by the Commissioner to be due under the provisions of this contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the City to recover any sum in excess of the sums certified by the Commissioner to be due under or by reason of this contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this section.

In addition to the foregoing, after the commencement of any action by the Contractor arising under or by reason of this contract, the City shall also have the right by its attorney,

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upon written notice from said attorney, to require the Contractor to produce for examination under oath by said attorney the above described books and documents of the Contractor and to submit himself and persons in his employ for examination under oath by said attorney.

Unless the Contractor submits said records, himself and his employees for examination by the said attorney as aforesaid, the action of the Contractor shall be dismissed.

In connection with the examination provided for herein, the Commissioner, upon demand, therefor will also produce for inspection by the Contractor such records as the Department may have with respect to such disputed work or work performed under protest pursuant to order of the Commissioner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

17.4 PERFORMANCE OF EXTRA OR DISPUTED WORK

While the Contractor or his subcontractor is performing extra work ordered by the Commissioner under Article 17 hereof (unless payment therefor is to be made by a lump sum or at unit prices previously agreed upon) or is performing disputed work or complying with a determination or order under protest in accordance with Article 17.2 hereof, in each such case the Contractor shall furnish the Project Manager daily with three (3) copies of written statements signed by the Contractor's representatives at the site showing:

- (1) The name and number of each workman employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
- (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.

A copy of such statement will be countersigned by the Project Manager, noting thereon any items not agreed to or questioned, and be returned to the Contractor within two (2) days after submission.

The Contractor, and his subcontractors, when required by the Commissioner, or the Comptroller, or either of them, must also produce for inspection, at the office of the Contractor or subcontractor, any and all of his books, vouchers, records, daily job diaries and reports, and canceled checks, 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 must permit the Commissioner and the Comptroller to make such extracts therefrom or copies thereof as they or either of them may desire.

In connection with such examination provided for herein, the Commissioner, upon demand, therefor, will also produce for inspection by the Contractor such records as the Department may have with respect to such extra or disputed work or work performed under protest pursuant to order of the Commissioner except those records and reports which may have

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been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

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 18 - APPROVALS

This Contract shall not become effective or binding unless:

- A. the Comptroller shall have endorsed his certificate that there remains unexpended and unapplied a balance of appropriation of funds applicable hereto sufficient to pay the estimated expense of executing this Contract; and
- B. approved by the Mayor pursuant to the provisions of Executive Order No.42, dated October 9, 1975 in the event the Executive Order requires such approval; and
- C. certified by the Mayor (Mayor's Fiscal Committee created pursuant to Executive Order No.43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plans; and
- D. the requirement of this Article shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Contract to be effective and for the expenditure of City funds.

ARTICLE 19. RESOLUTION OF DISPUTES

1. All disputes between the City and the supplier of the kind delineated in this section that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of this section and Section 5-11 of the Rules of the Procurement Policy Board ("PPB Rules"). The procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes. -

(a) This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

(b) For construction and construction-related services this section shall apply only to disputes about the scope of work delineated by the contract, the interpretation of contract documents, the amount to be paid for extra work or disputed work performed in connection with the contract, the conformity of the supplier's work to the

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contract, and the acceptability and quality of the supplier's work; such disputes arise when the Engineer makes a determination with which the supplier disagrees.

2. All determinations required by this section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this section shall be deemed a non-determination without prejudice that will allow application to the next level.

3. During such time as any dispute is being presented, heard, and considered pursuant to this section, the contract terms shall remain in full force and effect and the supplier shall continue to perform work in accordance with the contract and as directed by the Agency Chief Contracting Officer ("ACCO") or Engineer. Failure of the supplier to continue the work as directed shall constitute a waiver by the supplier of any and all claims being presented pursuant to this section and a material breach of contract.

4. **Presentation of Dispute to Agency Head.**

(a) **Notice of Dispute and Agency Response.** The supplier shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within 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 supplier relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the supplier in the dispute was arrived at. Within thirty (30) days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the Engineer, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the supplier to produce any requested material whose relevancy the supplier has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the supplier of its claim.

(b) **Agency Head Inquiry.** The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the supplier and the ACCO and, in the case of construction or construction-related services, the Engineer, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other supplier with a contract related to the work of this contract and that supplier shall be bound by the decision of the Agency Head. Any supplier thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the supplier initiating the dispute.

(c) **Agency Head Determination.** Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the supplier and ACCO and, in the case of construction or construction-related services, the Engineer, together with a statement concerning how the decision may be appealed.

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

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

(a) **Time, Form, and Content of Notice.** Within thirty (30) days of receipt of a decision by the Agency Head, the supplier shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the supplier contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head, and (iii) a copy of all materials submitted by the supplier to the agency, including the Notice of Dispute. The supplier may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

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

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

(d) **Opportunity of Comptroller to Compromise or Adjust Claim.** The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in 5(c) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the supplier and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The supplier may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the contract between the parties.

6) **Contract Dispute Resolution Board.** There shall be a Contract Dispute Resolution Board composed of:

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

(b) the City Chief Procurement Officer ("CCPO") or his/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated, and

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(C) a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

(7) **Petition to CDRB.** In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this section, the supplier, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

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

(b) **Agency Response.** Within thirty (30) days of receipt of the Petition by the Corporation Counsel, the agency shall respond to the statement of the supplier and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the agency response shall be submitted to the CDRB at OATH's offices and one to the supplier. Extensions of time for submittal of the agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.

(c) **Further Proceedings.** The Board shall permit the supplier to present its case by submission of memoranda, briefs, and oral argument. The Board shall also permit the agency to present its case in response to the supplier by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the agency's case. Neither the supplier nor the agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

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

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(e) **Notification of CDRB Decision.** The CDRB shall send a copy of its decision to the supplier, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and, in the case of construction or construction-related services, the Engineer. A decision in favor of the supplier shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) days after the date the parties are formally notified of the CDRB's decision.

(f) **Finality of CDRB Decision.** The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with Section 5-11 of the PPB Rules.

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

ARTICLE 20 - OMITTED WORK

If any contract work in a lump sum contract, or if any part of a lump sum item in a unit price contract is omitted by the Commissioner, the contract price subject to audit by the Comptroller, shall be reduced by an amount equal to the estimated cost of such omitted work, computed in accordance with Items 1 through 9 of Article 17.1, unless the Contractor and Commissioner can agree upon another method of fixing the value of such omitted work. If any contract work in a unit price contract, whether the whole of a lump sum item or units of any other item, is so omitted by the Commissioner, no payment will be made therefor.

ARTICLE 21 - MINORITY OWNED AND WOMEN OWNED BUSINESS ENTITY PROGRAM

1. **Contracts Subject to M/WBE Rules.** If this contract has been awarded pursuant to Chapter 3 of the Department of Business Services rules (M/WBE rules) the administration and enforcement of M/WBE participation in this contract shall be subject to such rules.

2. **Definitions.** Terms used in this contract with reference to M/WBE requirements are controlled by the definitions set out in the M/WBE rules. For the convenience of the contractor, three of the applicable terms are set out below.

A. **Contractor Utilization Plan.** The statement which must be submitted by a bidder, proposer or contractor to a contracting agency setting forth its plan to utilize certified MBEs and/or WBEs in the performance of a City contract, as described in Sections 3-08 and 3-10 of the M/WBE rules.

B. **Joint Venture.** An association of limited scope and duration, between two or more persons who have entered a written agreement to act as a contractor or subcontractor and perform and provide services required by a contract, in which each such person contributes property, capital, effort, skill and/or knowledge, and in which each such person is entitled to share in the profits of the venture in reasonable proportion to the economic value of its contribution.

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C. **Qualified Joint Venture.** A joint venture between one or more certified MBEs or WBEs and another person, in which the percentage of profit to which the certified firm or firms is entitled for participation in the contract, as set forth in the written joint venture agreement, is at least 25% of the total profit.

3. **General M/WBE Contract Provisions.**

A. A contractor shall not make any change in the participation of certified MBEs and/or WBEs set forth in its contractor utilization plan except with the approval of the agency as set forth in section four below. Application to the contracting agency for permission to make any change or substitution in a contractor utilization plan shall be made in writing and shall provide an explanation for such request. The contractor shall certify that a copy of such request has been provided to any certified MBE or WBE identified in the approved contractor utilization plan for which it is requesting permission to award less work than was indicated in such plan. The contracting agency shall make its determination with respect to such request within the time period established for such purpose in Schedule __ of the Contract, provided that if the contracting agency has failed to make a determination within such time and the parties have not agreed to extend the time allowed for such purpose, the contractor's request shall be deemed to have been denied. If a contractor's request has been denied, the contractor may seek further consideration by following the procedure for dispute resolution set forth in the rules of the Procurement Policy Board.

B. The contractor shall submit compliance reports in a form required by the agency at the following points during performance of the contract.

<u>25%</u>
<u>50%</u>
<u>75%</u>
<u>95%</u>

C. If this contract was awarded subject to a requirement that the contractor identify after the date of award the certified firms that will participate in the contract, no credit shall be given to the contractor for the participation of an MBE or WBE that is not certified before the date that such firms must be identified, as specified in the contract.

4. **Post Award Modification of Contractor Utilization Plans.**

A. Post award modifications shall not be granted absent clear and convincing evidence that the contractor has made all reasonable efforts to obtain participation of certified MBEs and WBEs to meet the utilization requirements set forth in its contractor utilization plan.

B. A request for a post award modification shall not be granted or denied without the approval of the City Chief Procurement Officer.

C. A contractor may request the contracting agency to grant a post award modification of the utilization requirements established in its contractor utilization plan, upon

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the following grounds:

(i) The contractor could not, after having made all reasonable efforts and submitting documentation of such efforts to the agency, identify sufficient certified MBEs and/or WBEs to meet the requirement; or

(ii) The contractor has demonstrated that the prices offered by all certified MBEs and/or WBEs were exploitative in that they significantly exceed prices offered by non M/WBE's of comparable size thereby indicating that the certified firms are attempting to earn a profit that exceeds the level typical in the particular industry. The contractor shall identify in writing the certified firms from which it solicited bids or proposals. In determining whether the price offered by a certified firm is exploitative, the agency shall consider the nature of the product or service offered by the certified firm; the geographic location of the site where the work is to be performed and the site where the certified firm is located; prices of similar products or services in the market are; whether the price offered by the certified firm reflects the certified firm's cost of doing business; and evidence that discrimination affects M/WBEs costs of doing business in the market involved.

D. In reviewing a request for a post award modification, the contracting agency shall consider whether it is possible for the contractor to achieve the utilization requirement established for the contract by substituting portions of the scope of work that shall be used for such purpose.

E. If, after having considered the contractor's efforts to achieve the requirement, and any other efforts that could be used to achieve the requirement in accordance with the original contractor utilization plan or a revised contractor utilization plan, the agency finds merit in the request for a post award modification, and the City Chief Procurement Officer has approved such determination, the agency shall reduce the requirement established for the contract to the extent necessary in light of the information upon which the determination to grant a modification is based.

F. The contracting agency shall make a determination with respect to a request for a post award modification within the time set forth for such purpose in Schedule __ of this contract, provided that if the agency has not made a determination within such time and the parties have not agreed to extend the time for making such determination, the contracting agency shall be deemed to have denied the request.

G. In determining whether a contractor has made all reasonable efforts to obtain participation of certified MBEs and WBEs, documentation showing that the contractor has made the following efforts, as applicable, shall be considered, along with any other relevant factors:

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

(ii) The contractor provided notice of specific opportunities to participate in

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the contract, in a timely manner, to minority and women's business organizations;

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

(iv) The contractor made efforts to identify portions of the work that could be substituted for portions originally designated for certified MBE and or WBE participation in the contractor utilization plan, and for which the contractor claims an inability to retain certified MBEs and/or WBEs;

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

(vi) The contractor made efforts to negotiate with certified MBEs and WBEs to perform specific subcontracts, or act as suppliers or service providers; documentation of these efforts shall include at a minimum:

a. the names, addresses and telephone numbers of MBEs and WBES that were contacted;

b. a description of the information provided to such firms regarding the plans and specifications for portions of the work to be performed;

c. an explanation why no agreement was reached with any such firm, including the reason why any firm was rejected, whether based on availability, bid price, qualifications, or another reason;

d. description of efforts made to provide technical assistance to certified firms to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.

5. Complaints.

Any person who believes that a violation of the M/WBE rules, or any provision of the contract that implements the M/WBE rules, has occurred may submit a complaint in writing to the Division of Economic and Financial Opportunity of the Department of Business Services (DEFO), and to the contracting agency. Such complaint shall be filed and dated.

6. Enforcement; Contract Administration.

A. Whenever the contracting agency has reasonable cause to believe that the contractor, or a subcontractor or supplier involved in the contract, is not in compliance with these rules, or any provision of the contract implementing these rules, the agency shall send a written notice to DEFO, the contractor, and any such other person describing the alleged

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noncompliance, and offering an opportunity to be heard.

B. In the event that the contractor has been found to be in noncompliance with any provision of the contract implementing the M/WBE rules, the contracting agency shall determine whether any of the following actions should be taken:

- (1) Enter an agreement with the contractor allowing the contractor to cure the violation;
- (2) Revoke the contractor's prequalification to bid or make proposals for future contracts for cause;
- (3) Petition the Office of Administrative Trials and Hearings to suspend or debar the contractor;
- (4) Make a finding that the contractor is in default;
- (5) Terminate the contract for cause;
- (6) Declare the contractor to be in breach of contract;
- (7) Withhold payment or reimbursement for work done in violation of the M/WBE rules and this contract;
- (8) Determine not to renew the contract;
- (9) Assess actual and consequential damages;
- (10) Assess liquidated damages or reduction of fees; liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by the M/WBE rules, or in meeting the purposes of the contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the contract;
- (11) Exercise rights under the contract to procure goods, services or construction from another contractor and charge the cost of such contract to the contractor that has been found to be in noncompliance.

C. The making of any statement in any instrument submitted to a contracting agency pursuant to the M/WBE rules which contains false or misleading statement or omission shall be cause for a determination of noncompliance with the M/WBE rules, and shall be grounds for application of any applicable criminal and/or civil penalties for submitting a false instrument or making a false statement under oath. The making of such a statement by a certified MBE or WBE shall, in addition, be grounds for revocation of its certification.

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D. A contractor's record in implementing its contractor utilization plan shall be a factor in the evaluation of its performance prepared pursuant to Chapter 6 of the Rules of the Procurement Policy Board. Whenever a contracting agency determines that a contractor's compliance with a contractor utilization plan has not been satisfactory, the agency shall file an Advice of Caution form for inclusion in the VENDEX Caution Data Base pursuant to Section 6-01 of the Rules of the Procurement Policy Board. A Copy of such form shall be forwarded to DEFO.

ARTICLE 22 - ENTIRE AGREEMENT

This written agreement 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 agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 23 - STATEMENT OF WORK

The Contractor shall furnish all labor and materials and perform all work in strict accordance with the specifications and addenda thereto, numbered _____

ARTICLE 24 - COMPENSATION TO BE PAID TO CONTRACTOR

The City will pay, and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the sum of:

This sum being based on the Contractor's bid for this Contract Dollars (\$.....) the said sum being the Amount at which the Contract therefor was awarded to the Contractor at a public letting thereof.

This written agreement 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 agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

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IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York and the Contractor, have executed this agreement in quinduplicate, three parts of which are to remain with the Commissioner, one other to be filed with the Comptroller of the City, and the fifth to be delivered to the Contractor.

THE CITY OF NEW YORK

By _____

Commissioner

(Name of Contractor)

By _____
(Member of Firm or Officer of Corporation)

(Print Name and Title of Officer)

(Where Contractor is a Corporation, add):

Attest:

Secretary _____

(Seal)

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ACKNOWLEDGMENT

On this _____ day of _____, 19____, personally
came _____ who being by me duly sworn, did depose and
say the s/he is the _____ of _____, and that s/he is
authorized to execute the foregoing document on behalf of said corporation, partnership, or firm.

Signature

Subscribed and sworn to me
this _____ day of _____, 19____.

Notary Public

ACKNOWLEDGMENT BY COMMISSIONER

State, City and County of New York, Ss:

On this _____ day of _____, 19__.

before me personally came _____

to me known and known to me to be the _____ Commissioner of the Department
Environmental Protection of the City of New York, the person described as such in and who as
such executed the foregoing instrument and he acknowledged to me that he executed the same
as Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

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APPROPRIATION

COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by, within the contract, amounting to:

_____ Dollars.

(\$ _____)

is chargeable to the fund of the Department of Environmental Protection Code: _____

I hereby certify that the specifications contained herein comply with the terms and conditions of the _____ BUDGET.

Commissioner of NYC-DEP

COMPTROLLER'S CERTIFICATE

The City of New York _____, 19....

In pursuance of the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this contract sufficient to pay the estimated expense of executing the same, viz.: \$ _____

Comptroller

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PERFORMANCE BOND (PG.1)

KNOW ALL MEN BY THESE PRESENTS, That we,

hereinafter referred to as the "Principal", and

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

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

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

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

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PERFORMANCE BOND (Pg.2)

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

The Surety (Sureties), for value received, hereby stipulates and agrees, if requested to do so by the City, to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the Principal fails or neglects to so fully perform and complete such Work. The Surety (Sureties) further agrees to commence such Work of completion within twenty (20) days after written notice thereof from the City and to complete such Work within such time as the City may fix.

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 of 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 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.

No

Text

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NYC-DEP Information For Bidders and Supply & Service Agreement
(Rev. 11/93)

PERFORMANCE BOND (Pg.3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____ 19..

(SEAL)

 Principal (L.S.)

By: _____

(SEAL)

 Surety

By: _____

(SEAL)

 Surety

By: _____

(SEAL)

 Surety

By: _____

Bond Premium Rate: _____

Bond Premium Cost: _____

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

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

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NYC-DEP Information For Bidders and Supply & Service Agreement
(Rev. 11/93)

PERFORMANCE BOND (Pg.4)

ACKNOWLEDGMENT

On this ____ day of ____, 19 __, personally
came _____ who being by me duly sworn, did depose and
say the s/he is the _____ of _____, and that s/he is
authorized to execute the foregoing document on behalf of said corporation, partnership, or firm.

Signature

Subscribed and sworn to me
this ____ day of ____, 19 __.

Notary Public

Each executed bond should be accompanied by:

- (a) appropriate acknowledgment 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

No

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NYC-DEP Information For Bidders and Supply & Service Agreement
(Rev. 11/93)

PAYMENT BOND (Pg.1)

KNOW ALL MEN BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal" and _____

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

_____ Dollars.

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

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

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

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NYC-DEP Information For Bidders and Supply & Service Agreement
(Rev. 11/93)

PAYMENT BOND (Pg.2)

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

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents, servants or employees of the Principal or 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 tents, 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:

(a) 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 the City itself.

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

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City 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.

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

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two (2) years after the complete performance of said Contract and final settlement thereof.

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

No

Text

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NYC-DEP Information For Bidders and Supply & Service Agreement
(Rev. 11/93)

PAYMENT BOND (Pg. 3)

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 _____ 19__.

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

(SEAL) _____
Surety
By: _____

(SEAL) _____
Surety
By: _____

(SEAL) _____
Surety
By: _____

(SEAL) _____
Surety
By: _____

BOND PREMIUM RATE: _____
BOND PREMIUM COST: _____

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

No

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NYC-DEP Information For Bidders and Supply & Service Agreement
(Rev. 11/93)

PAYMENT BOND (Pg.4)

ACKNOWLEDGMENT

On this ____ day of ____, 19 __, personally
came _____ who being by me duly sworn, did depose and say the s/he is the
_____ of _____, and that s/he is authorized to execute the foregoing
document on behalf of said corporation, partnership, or firm.

Signature

Subscribed and sworn to me
this ____ day of ____, 19 ____.

Notary Public

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

No

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Bureau of Labor Law

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 629
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-4437
FAX NUMBER: (212) 669-8747

ALAN G. HEVESI
COMPTROLLER

RECEIVED DEP ACCO
2001 AUG 28 P 2:55

August 22, 2001

TO ALL CITY AGENCIES

ATTACHED IS ADDENDUM NO. 01-01 TO THE 220
PREVAILING WAGE SCHEDULE, WHICH COVERS
THE TITLES GLAZIER, PAINTER, PLASTERER
(SKIMCOATING), PLUMBER PUMP AND TANK,
SHEET METAL WORKER, AND TILE LAYER FROM
THE PERIOD OF JULY 1, 2001, THROUGH JUNE 30, 2002
PLEASE NOTIFY ALL CONTRACTORS.
OF THESE CHANGES.

VERY TRULY YOURS,

A handwritten signature in cursive script, reading "Ira H. Margulis/vH".

IRA H. MARGULIS, CHIEF
BUREAU OF LABOR LAW

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK

220 SCHEDULE OF PREVAILING RATES AND SUPPLEMENTAL BENEFITS

ADDENDUM NO. 01.01 GLAZIER, PAINTER, PLASTERER
(SKIMCOATING), PLUMBER PUMP AND TANK, SHEET METAL
WORKER , TILE LAYER.

EFFECTIVE PERIOD JULY 1, 2001 THROUGH JUNE 30, 2002

CLASSIFICATION: GLAZIER (Repair & Maintenance for the
Installation of Glass) - All repair and
maintenance work on a particular
building, whenever performed, where the
total cumulative contract value is under
\$100,000). 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, Retro fit
apartment house (non commercial buildings), Glass tinting.

WAGE RATE PER HOUR: \$18.05
Effective May 1, 2002: \$19.05

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$10.89
Effective May 1, 2002: \$11.49

OVERTIME: (2, 5, 8, 12 in addition to a days pay at the
regular straight time rate) see overtime legend

PAID HOLIDAY: (2, 6, 8, 9, 10, 16, 17, 20) see holiday
legends

(Local #1281)

EFFECTIVE PERIOD JULY 1, 2001 THROUGH JUNE 30, 2002

CLASSIFICATION: PAINTERS

	<u>Wage Rate per Hour</u>	<u>Supplemental Benefit Rate per Hour</u>
Brush & Roller	\$29.25	\$14.50
Effective May 1, 2002	\$30.25	\$15.47
Spray & Scaffold	\$32.25	\$14.50
Effective May 1, 2002	\$33.25	\$15.47
Decorative	\$32.25	\$14.50
Effective May 1, 2002	\$33.25	\$15.47
Sandblast	\$32.25	\$14.50
Effective May 1, 2002	\$32.25	\$15.47

Supplemental benefits are to be paid at the appropriate straight time and overtime (either time and one half or double time) rate.

OVERTIME: (1, 5, 7, 12 when any of the following holidays are worked – 2,5,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Evening shift - 4:30 P.M. to 12 Midnight (regular rate of pay); any work performed before 7 A.M. shall be at time and one half the regular base rate of pay.

THE WORK OF SKIMCOATING OR APPLYING ANY OTHER SIMILAR PREPARATION ON NEW PARTITIONS, WALLS OR CEILINGS IN NEWLY CONSTRUCTED OR RENOVATED STRUCTURES IS ASSIGNED TO THE PLASTERER.

THE WORK OF SKIMCOATING OR APPLYING ANY OTHER SIMILAR PREPARATION ON PREVIOUSLY PAINTED OR OTHERWISE FINISHED PARTITION WALLS OR CEILINGS IS ASSIGNED TO THE PAINTER.

WHEN SUCH SKIMCOATING IS REQUIRED TO CORRECT SURFACE IMPERFECTIONS IN PREPARATION FOR PAINTING AND/OR WALL COVERING IT IS THE WORK OF THE PAINTER.

(District Council #9)

EFFECTIVE PERIOD JULY 1, 2001 THROUGH JUNE 30, 2002

CLASSIFICATION: PLASTERER (Skimcoating)

WAGE RATE PER HOUR: \$27.50
Effective February 6, 2002 \$28.50

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$14.38
Effective February 6, 2002 \$14.55

**OVERTIME: (3, 6, 8, 9, 13 when any of the following holidays are worked
 – 2,3,5,7,8,9,10,11,13,16,20) see overtime and holiday legends**

**PAID HOLIDAYS:(19, 22 if a half day is worked on either day)-
 see holiday legend**

**SHIFT RATES: Eight hours pay for seven hours of work at the straight
 time wage rate the lunch period shall be paid.**

**THE WORK OF SKIMCOATING OR APPLYING ANY OTHER SIMILAR
 PREPARATION ON NEW PARTITIONS, WALLS OR CEILINGS IN NEWLY
 CONSTRUCTED OR RENOVATED STRUCTURES IS ASSIGNED TO THE
 PLASTERER.**

**THE WORK OF SKIMCOATING OR APPLYING ANY OTHER SIMILAR
 PREPARATION ON PREVIOUSLY PAINTED OR OTHERWISE FINISHED
 PARTITION WALLS OR CEILINGS IS ASSIGNED TO THE PAINTER.**

**WHEN SUCH SKIMCOATING IS REQUIRED TO CORRECT SURFACE
 IMPERFECTIONS IN PREPARATION FOR PAINTING AND/OR WALL
 COVERING IT IS THE WORK OF THE PAINTER.**

Local #530)

EFFECTIVE PERIOD JULY 1, 2001 THROUGH JUNE 30, 2002

CLASSIFICATION: PLUMBER: PUMP & TANK (INSTALLATION & MAINTENANCE)

WAGE RATE PER HOUR: \$37.02*
SUPPLEMENTAL BENEFIT RATE PER HOUR: \$18.88*

Note: Supplemental benefits are to be paid at the rate of \$28.32 per hour for all overtime hours.

***plus \$ 1.15 per hour to be allocated between hourly wages and supplemental benefits.**

Effective January 1, 2002, an additional \$ 1.15 per hour to be allocated between hourly wages and supplemental benefits.

OVERTIME: (2, 5, 7, 12 when any of the following holidays are worked – 2,6,8,9,10,11,15,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: all work outside the regular workday (8am to 3:30 p.m.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

CLASSIFICATION: PLUMBER PUMP & TANK HELPER

WAGE RATE PER HOUR:
"EACH GRADE IS BASED ON A SIX MONTH INTERVALS OF EMPLOYMENT"

1st grade and 2nd grade Pump & Tank Plumber Helper \$6.11

3rd grade Pump & Tank Plumber Helper 30% of Journeypersons hourly wage rate

4th grade	"	35%	"
5th grade	"	40%	"
6th grade	"	45%	"
7th grade	"	50%	"

CONTINUED ON FOLLOWING PAGE

EFFECTIVE PERIOD JULY 1, 2001 THROUGH JUNE 30, 2002

PLUMBER: PUMP & TANK HELPER CONT'D

8th grade Pump & Tank Plumber Helper 55% of Journeypersons hourly wage rate

9th grade	"	65%	"
-----------------------------	----------	------------	----------

10th grade	"	75%	"
------------------------------	----------	------------	----------

SUPPLEMENTAL BENEFIT RATE PER HOUR:

1st grade Pump & Tank Plumber Helper \$.61

2nd grade Pump & Tank Plumber Helper \$2.61

3rd grade 50% of Journeypersons hourly supplemental benefit rate

4th grade	"	"
-----------------------------	----------	----------

5th grade	"	"
-----------------------------	----------	----------

6th grade	"	"
-----------------------------	----------	----------

7th grade	"	"
-----------------------------	----------	----------

8th grade	"	"
-----------------------------	----------	----------

9th grade	"	"
-----------------------------	----------	----------

10th grade	"	"
------------------------------	----------	----------

OVERTIME:

Paid at time and one half after a seven hour day

RATIO OF HELPERS TO JOURNEYPerson PLUMBERS SHALL BE:

1 Helper to 3 Journeyperson Plumbers.

2 Helpers to 6 Journeyperson Plumbers.

3 Helpers to 9 Journeyperson Plumbers.

(Plumbers Local #1)

EFFECTIVE PERIOD JULY 1, 2001 THROUGH JUNE 30, 2002

CLASSIFICATION: SHEET METAL WORKER

WAGE RATE PER HOUR: \$35.17

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$23.70 for straight time
hours worked.
\$47.40 overtime hours
worked.**

**EFFECTIVE FEBRUARY 1, 2002 - \$1.35 TO BE ALLOCATED BETWEEN
WAGE AND SUPPLEMENTAL BENEFIT**

**OVERTIME: (3, 6, 8, 9, 13 when any of the following holidays are worked
2,3,6,8,9,10,11,12,15,16, 17, 20) see overtime and holiday legends**

PAID HOLIDAYS: (1) see holiday legend

**SHIFT RATES: Work that can only be performed outside regular working
hours (seven hours of work between 7:30am and 3:30pm) - First shift (work
between 3:30pm and 11:30 P.M.) - 10% differential above the established
hourly rate. Second Shift (work between 11:30pm and 7:30 am) - 15%
differential above the established hourly rate.**

(Local #28)

CLASSIFICATION: TILE LAYER (SETTER)

WAGE RATE PER HOUR:	\$32.42
Effective November 5, 2001	\$32.92
Effective May 6, 2002	\$33.52

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$16.91	
Effective November 5, 2001	\$17.41
Effective May 6, 2002	\$18.06

**OVERTIME: (1, 5, 8, 13 when any of the following holidays are
worked – 2,5,7,8,9,10,11,15,16,17,20) see overtime and holiday legends**

PAID HOLIDAYS: (1) see holiday legend

EFFECTIVE PERIOD JULY 1, 2001 THROUGH JUNE 30, 2002



Bureau of Labor Law

OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 629
NEW YORK, N.Y. 10007-2341

WILLIAM C. THOMPSON, JR.
COMPTROLLER

March 19, 2002

TO ALL CITY AGENCIES

ATTACHED IS ADDENDUM NO. 02-07 TO THE 220
PREVAILING WAGE SCHEDULE, COVERING THE
TITLE HIGHWAY & PAVING APPRENTICE WORKERS
RATES AND RATIOS FOR THE PERIOD MARCH 19, 2002,
THROUGH JUNE 30, 2002. PLEASE NOTIFY ALL
CONTRACTORS OF THESE CHANGES.

VERY TRULY YOURS,

IRA H. MARGULIS, CHIEF
BUREAU OF LABOR LAW

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK

220 SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS

ADDENDUM NO. 02-07, HIGHWAY & PAVING APPRENTICE WORKERS

EFFECTIVE PERIOD MARCH 19, 2002 THROUGH JUNE 30, 2002

CLASSIFICATION:

HIGHWAYWAY & PAVING WORKERS
(APPRENTICE RATES AND RATIOS)

WAGE RATE PER HOUR:

FIRST 1000 HOURS: 40% OF JOURNEYPerson RATE

SECOND 1000 HOURS: 50% OF JOURNEYPerson RATE

THIRD 1000 HOURS: 60% OF JOURNEYPerson RATE

SUPPLEMENTAL BENEFIT RATE PER HOUR:

\$15.65

RATIO OF APPRENTICES TO JOURNEYPersonS: 1 TO 1, 1 TO 3

(LOCAL #1010 & LOCAL #1018)

EFFECTIVE PERIOD MARCH 19, 2002 THROUGH JUNE 30, 2002



Bureau of Labor Law

OFFICE OF THE
1 CENTRE STREET ROOM 623
NEW YORK, N.Y. 10007-2341

WILLIAM C. THOMPSON, JR.
COMPTROLLER

March 5, 2002

To:
Alex Wasserman
Carol Fennes
Art Wynn

TO ALL CITY AGENCIES

ATTACHED IS ADDENDUM NO. 02-06 TO THE 220
PREVAILING WAGE SCHEDULE, WHICH COVERS
THE TITLE ELECTRICIAN FOR THE PERIOD
MAY 9, 2002, THROUGH JUNE 30, 2002. PLEASE
NOTIFY ALL CONTRACTORS OF THESE CHANGES.

VERY TRULY YOURS,

IRA H. MARGULIS, CHIEF
BUREAU OF LABOR LAW

2002 MAR 25 P 12:13

*Electrician "A" (Graveyard Shift – Overtime After 7 hours)	\$76.89	\$33.47
--	----------------	----------------

***WHEN THE STARTING TIME OF A SHIFT BEGINS AT OTHER THAN 8:00 A.M. (DAY SHIFT), 4:30 P.M. (SWING SHIFT) OR 12:30 A.M. (GRAVEYARD SHIFT) THE ENTIRE SHIFT SHALL BE PAID AT THE HIGHER SHIFT RATE.**

**Electrician "M" (First 8 hours)	\$22.60	\$10.80
--	----------------	----------------

**Electrician "M" Overtime - (After first 8 hours)	\$33.90	\$ 8.45
---	----------------	----------------

****"M" rated work shall be defined as jobbing.**

****Jobbing** is defined as, "Electrical work of limited duration and scope, performed by an electrician who travels to various locations during the course of the workday, (may include 2 electricians for a maximum of 2 days) consisting of repairs and/or replacement of electrical equipment."

Benefits include supplemental workers compensation and supplemental disability, which are paid to a worker in excess of statutory workers compensation and disability benefits. How these benefits are calculated and eligibility for these benefits are on file in the Bureau of Labor Law Determinations and Classifications Unit and will be made available to you for review upon request.

OVERTIME:

Electrician "A" - (1, 5, 7, 12) see overtime legend

Electrician "M" - (2, 5, 7, 12) see overtime legend

PAID HOLIDAYS: (NONE)

(LOCAL #3 IBEW)

EFFECTIVE PERIOD MAY 9, 2002 THROUGH JUNE 30, 2002



Bureau of Labor Law

THE OFFICE
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 629
NEW YORK, N.Y. 10007-2341

WILLIAM C. THOMPSON, JR.
COMPTROLLER

February 6, 2002

TO ALL CITY AGENCIES

ATTACHED IS ADDENDUM NO. 02-05 TO THE 220
PREVAILING WAGE SCHEDULE, WHICH COVERS
THE TITLE CARPENTERS FOR THE PERIOD
FEBRUARY 6, 2002, THROUGH JUNE 30, 2002.
PLEASE NOTIFY ALL CONTRACTORS OF THESE
CHANGES.

VERY TRULY YOURS,

IRA H. MARGULIS, CHIEF
BUREAU OF LABOR LAW

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK

220 SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS

ADDENDUM NO. 02-05, CARPENTER

EFFECTIVE PERIOD FEBRUARY 6, 2002 THROUGH JUNE 30, 2002

CLASSIFICATION:

CARPENTER (Building Commercial)

WAGE RATE PER HOUR: \$35.09

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$23.80

OVERTIME: (2, 5, 8, 9, when any of the following holidays are worked –
2,5,8,9,10,11,13,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

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)

EFFECTIVE PERIOD FEBRUARY 6, 2002 THROUGH JUNE 30, 2002



Bureau of Labor Law

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 629
NEW YORK, N.Y. 10007-2341

WILLIAM C. THOMPSON, JR.
COMPTROLLER

January 16, 2002

TO ALL CITY AGENCIES

ATTACHED IS ADDENDUM NO. 02-04 TO THE 220
PREVAILING WAGE SCHEDULE, WHICH COVERS
THE TITLE PAINTER FOR THE PERIOD JANUARY
3, 2002, THROUGH JUNE 30, 2002.

PLEASE NOTIFY ALL CONTRACTORS OF THESE
CHANGES.

VERY TRULY YOURS,

IRA H. MARGULIS, CHIEF
BUREAU OF LABOR LAW

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
220 SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS

ADDENDUM NO. 02-04, PAINTER

EFFECTIVE PERIOD JANUARY 16, 2002 THROUGH JUNE 30, 2002

CLASSIFICATION: PAINTERS

	Wage Rate <u>Per Hour</u>	Supplemental Benefits Rate <u>Per Hour</u>
Brush & Roller	\$29.25	\$14.50
Effective May 1, 2002	\$30.25	\$15.47
Spray & Scaffold	\$32.25	\$14.50
Effective May 1, 2002	\$33.25	\$15.47
Decorative	\$32.25	\$14.50
Effective May 1, 2002	\$33.25	\$15.47
Sandblast	\$32.25	\$14.50
Effective May 1, 2002	\$33.25	\$15.47

Supplemental benefits are to be paid at the appropriate straight time and overtime (either time and one half or double time) rate.

OVERTIME: (1, 5, 7 and 12 when any of the following holidays are worked: 2,5,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Evening shift - 4:30 P.M. to 12 Midnight (regular rate of pay); any work performed before 7 A.M. shall be at time and one half the regular base rate of pay.

(District Council #9)

Effective period January 16, 2002 through June 30, 2002

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Pursuant to Labor Law §220 (3) the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts. Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

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 for work performed from July 1, 2001 through June 30, 2002, unless otherwise noted. You will be notified of any changes to this schedule by addenda published in the City Record. The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one year periods are published annually in the City Record on or about June 1st of each succeeding year, with final schedules published on or about July 1st.

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 rates and 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) 669-4437, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning the application of premium rates and or prevailing trade practices may be found in the collective bargaining agreements of the prevailing union or by requesting such information from the Bureau of Labor Law's Classification and Determination unit by calling Thomas C. Nodell, unit chief at (212) 669-4746.

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

All other inquiries concerning compliance with the Prevailing Wage Law, should be directed to; Bureau of Labor Law, Att: Thomas Nodell, Office of the Comptroller, 1 Centre Street, Room 629, New York, N.Y. 10007; Fax (212) 815-8636.

Prevailing rates and ratios for apprentices are attached to this schedule as Appendix #1. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Trainees, Assistants and Helpers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

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. Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

Prevailing Rate schedule Information: The information below is intended to assist you in meeting your prevailing wage rate obligation.

Covered Workers: Any and all individuals who are engaged, employed or otherwise occupied as Workers, Laborers or Mechanics on the public work site.

Supplemental Benefits: Employers may meet supplemental benefits obligation by paying the hourly supplemental benefits rate to their employees in cash. Such cash payments are considered income to the employee. Employers who elect to provide bona fide supplemental benefits to their employees will be given hourly cash credit for such benefits up to the hourly benefits rate set forth in the applicable schedule for the relevant trade or occupation at issue.

OFFICE OF THE COMPTROLLER OF THE CITY OF NEW YORK PREVAILING WAGE SCHEDULE

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

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

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.

Thomas C. Nodell, Director
Classifications & Determinations
Bureau of Labor Law

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

SECTION 220 PREVAILING WAGE INDEX
JULY 1, 2001 - JUNE 30, 2002

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK EVALUATING WAGE SCHEDULE

JULY 1, 2001 - JUNE 30, 2002

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER OFFICE OF NEW YORK CITY REGARDING WAGE SCHEDULE

HOLIDAY LEGEND

The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) New Years Day
- (3) Martin Luther King Jr. Day
- (4) Lincoln's Birthday
- (5) Washington's Birthday
- (6) President's Day
- (7) Good Friday
- (8) Memorial Day
- (9) Independence Day
- (10) Labor Day
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 day on Presidential Election Day
- (15) Veteran's Day
- (16) Thanksgiving Day
- (17) Day after Thanksgiving
- (18) Day before Christmas
- (19) 1/2 day before Christmas Day
- (20) Christmas Day
- (21) Day before New Year's Day
- (22) 1/2 day before New Year's Day
- (23) personal day

OVERTIME LEGEND

Additional requirements may also be listed in the OVERTIME section.

- (1) Time and one half the regular rate after a 7 hour day.
- (2) Time and one half the regular rate after an 8 hour day.
- (3) Double time the regular rate after a 7 hour day.
- (4) Double time the regular rate after an 8 hour day.
- (5) Time and one half the regular rate for Saturday.
- (6) Double time the regular time rate for Saturday.
- (7) Time and one half the regular rate for Sunday.
- (8) Double time the regular rate for Sunday.
- (9) Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
- (10) Saturday and Sunday may be used as a make-up day at straight time when a day is lost that week due to inclement weather.
- (11) Regular straight time rate for work on a paid holiday.
- (12) Time and one half the regular rate for work on a paid holiday.
- (13) Double time the regular rate for work on a paid holiday.
- (14) Triple time the regular rate for work on a paid holiday.

NOTE: Benefits are paid for EACH HOUR WORKED unless otherwise noted.

OFFICE OF THE COMPTROLLER CITY OF NEW YORK DEPARTMENT OF ASBESTOS

Classification: ASBESTOS HANDLER
 (Disturbs, removes, encapsulates, repairs,
 or encloses friable asbestos material)

WAGE RATE PER HOUR: \$23.15*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$5.05*

*Effective December 1, 2001, \$1.00 to be allocated between
 hourly rate and supplemental benefits

OVERTIME: (2, 13 when any of the following holidays are
 worked - 2,4,5,8,9,10,11,15,16,17,20) see overtime
 and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: None

(Local 78 Mason Tenders District Council, Local 66
 General Building Laborers, Local 12A of the
 International Association of Heat & Frost Insulators and
 Asbestos Workers)+

CLASSIFICATION: BLASTERS

	Wage Rate <u>per Hour</u>	Supplemental Benefit Rate <u>per Hour</u>
Blaster	\$32.51	\$17.59
Blaster (Hydraulic)	\$33.06	\$17.59
Trac Drill Hydraulic	\$29.36	\$17.59
Wagon: Air Trac: Quarry Bar Drillrunners	\$28.81	\$17.59
Operators of Jack Hammers: Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition	\$28.12	\$17.59
Powder Carriers	\$25.48	\$17.59

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK REVISED WAGE SCHEDULE

Hydraulic Trac Drill Chuck Tender	\$24.59	\$17.59
Chuck Tender & Nippers	\$24.10	\$17.59
Magazine Keepers: WATCH PERSON	\$14.73	\$17.59

OVERTIME: (4, 5, 8, 13 when any of the following holidays are worked - 2,3,8,9,10,11,12,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: the first eight (8) hours of any off shift work Monday through Friday shall be at straight time.

(Local #29)+

CLASSIFICATION: BOILERMAKER

WAGE RATE PER HOUR: \$ 34.92
\$ 35.86 (effective September 1, 2001)

SUPPLEMENTAL BENEFIT RATE PER HOUR:
\$6.21 per hour worked plus 47% of gross pay

OVERTIME: (2 for repair work, 4 for all new work, 6, 8, 13 when any of the following holidays are worked - 2,6,8,9,11,12,15,16,20) see overtime and holiday legends

PAID HOLIDAYS: (7, 17, 18, 21) see holiday legend

SHIFT RATES: On jobs requiring two (2) shifts, the first shift shall be paid straight time for the first six (6) hours worked and double time for additional hours worked. The second shift shall be paid straight time for the first six (6) hours worked and double time for additional hours worked. All hours worked on the second shift shall receive a 10% wage rate differential.

(Local #5)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

CLASSIFICATION: BRICKLAYER

WAGE RATE PER HOUR: \$34.70*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$16.86*

*Plus \$ 1.10 per hour to be allocated between hourly rate and supplemental benefits

OVERTIME: (1, 5, 7, 9, 12 when any of the following holidays are worked - 2,5,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Overtime rates to be paid outside the regular 8am to 4:00 p.m. work day

(Bricklayer District Council)+

CLASSIFICATION: CARPENTER (Heavy Construction Work - construction of engineering structures and building foundations)

WAGE RATE PER HOUR: \$33.39*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$22.97*

*Plus \$.92 to be allocated between hourly rate and supplemental benefits

OVERTIME: (2, 5, 8, 9, 13 when any of the following holidays are worked - 2,5,8,9,10,11,13,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: an off shift may commence between the hours of 5:00 P.M. and 10:00 P.M. The rate of pay shall be nine (9) hours pay including benefits at the straight time rate for eight(8)hours work.

(Carpenters District Council)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER OF THE CITY OF NEW YORK PREVAILING WAGE SCHEDULE

CLASSIFICATION: CARPENTER (Building Commercial)

WAGE RATE PER HOUR: \$33.38

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$22.97

OVERTIME: (2, 5, 8, 9, when any of the following holidays are worked - 2,5,8,9,10,11,13,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

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.

(Contract expired on June 30, 2001 - addendum to follow)

(Carpenters District Council)+

CLASSIFICATION: CEMENT AND CONCRETE WORKER

WAGE RATE PER HOUR: \$28.72*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$12.39*

*plus \$1.89 to be allocated between hourly rate and supplemental benefits

OVERTIME: (1, 2 for foundation work only, 5, 8, 13 when any of the following holidays are worked - 2,6,7,8,9,10,11,13,16,20) see overtime and holiday legends

PAID HOLIDAYS: (19, 22) see holiday legend

SHIFT RATES: None

(CEMENT CONCRETE WORKERS DISTRICT COUNCIL)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK DEPARTMENT OF FINANCE

CLASSIFICATION: CEMENT MASON

WAGE RATE PER HOUR: \$30.00*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$21.13*

*Effective July 1, 2001 an additional \$2.25 per hour to be allocated between hourly rate and supplemental benefits

(Supplemental benefits are paid at double the regular hourly rate when overtime hours are worked)

OVERTIME: (3, 6, 8, 13 when any of the following holidays are worked - 2,6,7,8,9,10,11,13,16,20) see overtime and holiday legends

PAID HOLIDAYS: (14, 19 if a half day is worked on either day) see holiday legend

SHIFT RATES: For an off shift day, (work at times other than the regular 8am to 3:30 p.m. work day) a cement mason shall be paid at the regular hourly rate plus a \$ 7.75 per hour differential

(Local #780)+

CLASSIFICATION:

WAGE RATE PER HOUR

CORE DRILLER \$22.98*

CORE DRILLER HELPER:

First year in the industry - \$13.45+

Second year in the industry - \$15.38+

Third year in the industry - \$17.30+

Fourth year in the industry - \$19.22+

*Effective October 17, 2000, \$ 1.25 per hour to be allocated between hourly rate and supplemental benefits.

+Effective October 17,2000, \$ 1.00 per hour to be allocated between hourly rate and supplemental benefits.

Continued on following page -

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK DEPARTMENT OF WAGE SCHEDULE 3

SUPPLEMENTAL BENEFIT RATE PER HOUR:

\$ 9.19 (for both drillers and helpers)

OVERTIME: (2, 8, 13) see overtime legend

PAID HOLIDAYS: (8, 9, 10, 16, 20) see holiday legend

SHIFT RATES: When 2 shifts are employed:

First shift: regular rate per hour

Second shift: regular rate plus \$.50 per hour

When 3 shifts are employed:

CORE DRILLER: \$23.71

HELPER:

Experience in the industry -

1 year: \$14.35

2 years: \$16.41

3 years: \$18.45

4 years or more: \$20.50

(District Council of Carpenters - Local 1536)+

CLASSIFICATION: DERRICKPERSON AND RIGGERS
(Stone)

WAGE RATE PER HOUR: \$33.76*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$24.98* for work
performed in Manhattan, Bronx, Brooklyn and Queens
\$25.98* for work performed in Staten Island

*Plus \$1.10 per hour to be allocated between hourly rate and
supplemental benefits.

Effective January 1, 2002, an additional \$1.10 to be allocated
between hourly rate and supplemental benefits.

Note: supplemental benefits are to be paid at double
time the regular rate for all overtime hours

OVERTIME: (3, 6, 8, 13 when any of the following holidays are
worked - 2,5,7,8,9,10,16,20) see overtime and
holiday legends

Continued on following page -

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

PAID HOLIDAYS: (19 if work is performed in the a.m.)

SHIFT RATES: regular hourly rate plus 10% differential shall be paid for all work performed off hours, provided the number of hours worked are the same as the normal work day: 7 hours

(Local #197)+

CLASSIFICATION: DIVERS

	Wage Rate per Hour	Supplemental Benefit Rate per Hour
Diver (Marine)	\$38.70*	\$22.97*
Diver Tender (Marine)	\$28.67+	\$22.97+

*plus \$ 1.05 per hour to be allocated between hourly rate and supplemental benefits

+plus \$.87 per hour to be allocated between hourly rate and supplemental benefits

OVERTIME: (2, 5, 8, 9, 13 when any of the following holidays are worked - 2,6,8,9,10,11,13,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: off shifts shall work seven and one half hours but will be paid for 8 hours, allowing for one half hour for lunch.

(Local #1456)+

CLASSIFICATION: DOCKBUILDER\PILE DRIVERS

WAGE RATE PER HOUR: \$31.55*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$22.97*

Continued on following page -

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

*Plus \$.92 per hour to be allocated between hourly rate and supplemental benefits.

OVERTIME: (2, 5, 8, 9, 13 when any of the following holidays are worked - 2,6,8,9,10,11,13,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: off shift work, commencing between 5:00 P.M. and 10:00 P.M., shall work eight and one half hours but will be paid for 9 hours, allowing for one half hour for lunch.

(Local #1456)+

CLASSIFICATION:

ELECTRICIAN (including all low voltage cabling carrying voice, data, video or any combination thereof)

	<u>Supplemental Wage Rate Per Hour</u>	<u>Benefit Rate Per Hour</u>
Electrician "A"		
(Regular Day)	\$37.00	\$27.58
Effective May 9, 2002	\$39.00	\$27.83
Electrician "A"		
(Regular Day Overtime)	\$55.50	\$29.90
Effective May 9, 2002	\$58.50	\$31.16
*Electrician "A"		
(First Shift - 8:00 a.m. to 4:30 p.m.)	\$37.00	\$27.58
Effective May 9, 2002	\$39.00	\$28.72
*Electrician "A"		
(First Shift Overtime After 8 hours)	\$55.50	\$29.90
Effective May 9, 2002	\$58.50	\$31.16

Continued on following page -

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVALENT WAGE SCHEDULE***Electrician "A"****(Swing Shift –****4:30 p.m. to 12:30 a.m.)****\$43.42****\$28.39****Effective May 9, 2002****\$45.76****\$32.44*****Electrician "A"****(Swing Shift Overtime****After 7.5 hours)****\$65.13****\$31.11****Effective May 9, 2002****\$68.64****\$32.44*****Electrician "A"****(Graveyard Shift – 12:30 a.m.****to 8:00 a.m.)****\$48.63****\$29.04****Effective May 9, 2002****\$51.26****\$30.26*****Electrician "A"****(Graveyard Shift –****Overtime After 7 hours)****\$72.93****\$32.09****Effective May 9, 2002****\$76.89****\$33.47**

***WHEN THE STARTING TIME OF A SHIFT BEGINS AT OTHER THAN 8:00 A.M. (DAY SHIFT), 4:30 P.M. (SWING SHIFT) OR 12:30 A.M. (GRAVEYARD SHIFT) THE ENTIRE SHIFT SHALL BE PAID AT THE HIGHER SHIFT RATE.**

****Electrician "M"****(First 8 hours)****\$21.50****\$10.39****(Effective May 9, 2002)****\$22.60****\$10.80******Electrician "M" Overtime -****(After first 8 hours)****\$32.25****\$ 8.03****(Effective May 9, 2002)****\$33.90****\$ 8.45**

****"M" rated work shall be defined as jobbing.**

****Jobbing** is defined as, "Electrical work of limited duration and scope, performed by an electrician who travels to various locations during the course of the workday, (may include 2 electricians for a maximum of 2 days) consisting of repairs and/or replacement of electrical equipment."

Benefits include supplemental workers compensation and supplemental disability, which are paid to a worker in excess of statutory workers compensation and disability benefits. How these benefits are calculated and eligibility for these benefits are on file in the Bureau of Labor Law Determinations and Classifications Unit and will be made available to you for review upon request.

Continued on following page -

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

OVERTIME:

Electrician "A" - (1, 5, 7, 12) see overtime legend

Electrician "M" - (2, 5, 7, 12) see overtime legend

PAID HOLIDAYS: (NONE)

Contract expired May 11, 2001 - Addendum to follow

(Local #3 IBEW)+

STREET LIGHTING WORKERS:

	<u>Wage Rate</u>	<u>Supplements</u>
	<u>Per Hour</u>	<u>Per Hour</u>
Electro Pole Maintainer	\$24.03	\$20.03
Effective May 23, 2002	\$25.33	\$21.26
Electro Poll Foundation		
Installer	\$28.05	\$22.36
Effective May 23, 2002	\$29.57	\$23.80

OVERTIME: (1, time and one half the regular hourly for work performed after the sixth consecutive day worked, 9, 12 when any of the following holidays are worked - 2,5,8,9,10,11,12,16,17,20, and employees birthday) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

(Local #3 IBEW)+

CLASSIFICATION: ELEVATORS CONSTRUCTORS

	<u>Wage Rate</u>	<u>Supplemental</u>
<u>Construction</u>	<u>per Hour</u>	<u>Benefit Rate</u>
		<u>per Hour</u>
Elevator Constructor	\$37.96	\$11.79
Effective March 17, 2002	\$38.44	\$12.50

OVERTIME: (3, 6, 8, 13) see overtime legend

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 15, 16, 17, 20) see holiday legend

Continued on following page -

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK RETRACTION WAGE SCHEDULE

VACATION: Six months or more, but less than five years - 4% of gross wages earned each year. Five years but less than 15 years - 6% of gross wages earned each year. 15 years or more - 8% of gross wages earned each year.

VACATION: Six months or more, but less than five years - 4% of gross wages earned each year. Five years but less than 15 years - 6% of gross wages earned each year. 15 years or more - 8% of gross wages earned each year.

(Local #1)+

CLASSIFICATION: ELEVATORS REPAIR/MAINTENANCE

	Wage Rate per Hour	Supplemental Benefit Rate per Hour
"A" Elev. Repair Mechanic	\$28.26	\$13.31
(Effective February 25, 2002)	\$29.10	\$14.10
Elev. Machinist Mechanic	\$27.02	\$12.88
(Effective February 25, 2002)	\$27.83	\$13.67
"A" Elev. Winder	\$27.02	\$12.88
(Effective February 25, 2002)	\$27.83	\$13.67
"B" Elev. Repair Mechanic	\$25.56	\$12.38
(Effective February 25, 2002)	\$26.32	\$13.14
"A" Elev. Main. Mechanic	\$27.02	\$12.88
(Effective February 25, 2002)	\$27.83	\$13.67
"A" Elev. Machinist	\$25.56	\$10.63
(Effective February 25, 2002)	\$26.32	\$11.14
"B" Elev. Main. Mechanic	\$24.90	\$12.15
(Effective February 25, 2002)	\$25.65	\$12.91

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVALENT WAGE SCHEDULE

"B" Elev. Machinist	\$22.17	\$ 9.45
(Effective February 25, 2002)	\$22.84	\$ 9.93

"A" Elevator Helper	\$20.93	\$ 9.02
(Effective February 25, 2002)	\$21.56	\$ 9.49

OVERTIME: (2, 6, 8, 13 if holiday is worked) see overtime legend

PAID HOLIDAYS: (2, 5, 8, 9, 10, 11, 12, 15, 16, 17, 20) see holiday legend

SHIFT RATES: for modernization work - regular hourly rate plus a fifteen (15%) per cent differential

VACATION:

Less than one year: Four hours pay for each four weeks worked not to exceed 40 hours; one year but less than two years: vacation days earned in last year plus five days(not to exceed 10 years or more: three weeks vacation; 25 years or more: four weeks vacation (no more than two weeks of which shall be consecutive at the discretion of the employer). One personal day.

SICK LEAVE: 5 days leave after each year in the industry

(Local #3 Elevator Division)+

CLASSIFICATION: ENGINEERS\HEAVY CONSTRUCTION

Title

Operating Engineers

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).

WAGE RATE PER HOUR: \$37.22

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65

\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20) see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: \$59.55

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

CLASSIFICATION: ENGINEERS/HEAVY CONSTRUCTION

Title

Operating Engineers

Backhoes, Basin Machines, Groover, Mechanical Sweepers, operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor:Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature.

WAGE RATE PER HOUR: \$35.17

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65

\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20)
see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: \$56.27

CLASSIFICATION: ENGINEERS/HEAVY CONSTRUCTION

Title

Maintenance Engineers

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

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling (Foreman plus crew of four men). After system has been installed operation on day shift only; Where ejector or recharge system is used with separate piece of equipment in conjunction with Well Point System, an additional Maintenance Engineer shall be employed on all shifts; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; When two or more Air Pumps are used, a Maintenance Engineer shall be employed; Operation of Accumulator for Shield-Driven Tunnels, Handling Installation, Jointing; Coupling of all permanent cast iron, steel and plastic piping; and all temporary Pipe Fitting and such other work as by custom has been performed by the Maintenance Engineer; 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. A Maintenance Engineer shall also be assigned to work on overtime, Saturdays, Sundays and Holidays when necessary. A Maintenance Engineer shall be employed on Autogrades (C.M.I.), On-site Crushing Plants, On-Site Concrete Plants, Vermeers and machines of a similar nature. A Working Maintenance Foreman shall be employed on all jobs when required and any job where a Master Mechanic is employed. He shall also be employed and act as Assistant Master Mechanic on the second and third shifts. **The wages of the Working Maintenance Foreman shall not be less than Sixty-Five Dollars (\$65.00) per week more than the highest daily wage paid to any employee working under this agreement.**

WAGE RATE PER HOUR: \$35.02

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65

\$31.90 on overtime

**PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20)
see holiday legend**

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: \$56.32

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVALENT WAGE SCHEDULE

Title
Maintenance Engineers On
Base Mounted Tower Cranes

WAGE RATE PER HOUR: \$45.63

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65
\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20)
see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: \$73.01

CLASSIFICATION: ENGINEER\HEAVY CONSTRUCTION

Title
Maintenance Engineers
On Generators, Power Pack Light Towers

WAGE RATE PER HOUR: \$23.51

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65
\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20)
see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: \$37.62

Title
Maintenance Engineer
On Pumps and Mixers including mudsucking

WAGE RATE PER HOUR: \$24.08

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65
\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20)
see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: \$38.53

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

CLASSIFICATION: ENGINEER\HEAVY CONSTRUCTION

Title

Operating Engineer

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 Dempster Dumpers.

WAGE RATE PER HOUR: \$33.43

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65

\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20)
see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: \$53.49

Title

Firemen

Steam operated Water Rigs, Steam Shovels and Cranes; Power Boilers; Pile Drivers; Derrick Boats: Plus one hour at Overtime Rate to Steam. When one generator and console for Vibratory Hammer are mounted on Pile Driving Rig, one additional hour shall be paid to crew at the premium time rate. If Generator or Console for Vibratory Hammer is off machine and placed on the ground an additional crew of Local 14 and 15 shall be employed. If one compressor is used along with auxiliary equipment, Jet Pipe and Auger, the crew shall receive one additional hour at the premium time rate for mounting of such equipment. When two or more compressors are used along with auxiliary equipment, an additional two hours at the premium time rate will be paid.

WAGE RATE PER HOUR: \$33.43

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65

\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20)
see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: \$53.49

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

SERVICE OF THE COMPTROLLER CITY OF NEW YORK PREVALENT WAGE SCHEDULE

Title

Oilers

Gradalls, Cold Planer Grader, Concrete Pumps, and their duties shall be to assist the Engineers in Oiling, Greasing and Repairing of all machines, giving signals when necessary, Chaining Buckets and Scale Boxes, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks. Plus one-half hour at Overtime rate when ordered by Employer at starting time. When three to seven Compressors are utilized in Battery it requires an oiler. When eight to 12 Compressors are utilized in Battery it requires two Oilers.

WAGE RATE PER HOUR: \$31.67

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65

\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20) see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: \$50.67

CLASSIFICATION: ENGINEER\HEAVY CONSTRUCTION

Title

Oilers

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

WAGE RATE PER HOUR: \$22.26

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65

\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20) see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: \$35.62

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREPARING WAGE SCHEDULE

CLASSIFICATION: ENGINEERS\STEEL ERECTION WORK

Title

Maintenance Engineers

Derrick, Travelers and Tower and Climbing Cranes

WAGE RATE PER HOUR: \$37.68

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65

\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20)
see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: \$60.29

<u>Title</u>	<u>Wage Rate per Hour</u>	<u>Supplemental Benefit Rate per Hour</u>
<u>Oiler</u>		
On a Truck Crane	\$35.45	\$17.65 \$31.90 on overtime

SHIFT RATES: \$56.72

<u>Title</u>	<u>Wage Rate per Hour</u>	<u>Supplemental Benefit Rate per Hour</u>
<u>Oiler</u>		
On a Crawler Crane	\$28.61	\$17.65 \$31.90 on overtime

SHIFT RATES: \$45.78

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 20) see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER OFFICE OF NEW YORK PREVALENT WAGE SCHEDULE

CLASSIFICATION: ENGINEERS\BUILDING WORK

Title

Maintenance Engineers

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)-driving maintenance trucks and truck-mounted welding machines-all pumps (regardless of size and motor power except River Cofferdam Pumps and Well Point Pumps)-when three or more motorized concrete buggies (ride type) are utilized on the Job site they shall be serviced, maintained and repaired by the Maintenance Engineer, skid steer machines of a similar nature including bobcat.

WAGE RATE PER HOUR: \$35.37

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65

\$31.90 on overtime

**PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 15, 16, 17, 20)
see holiday legend**

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: Off Shift: double time the regular hourly rate

CLASSIFICATION: ENGINEER\BUILDING WORK

Title

Maintenance Engineers

Maintenance Engineers on Pumps, Generators, Mixers and Heaters

WAGE RATE PER HOUR: \$28.00

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65

\$31.90 on overtime

**PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 15, 16, 17, 20)
see holiday legend**

OVERTIME: (4, 6, 8, 13) see overtime legend

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

SHIFT RATES: Off Shift: double time the regular hourly rate

Title

Oilers

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

WAGE RATE PER HOUR: \$33.74

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65
\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 15, 16, 17, 20)
see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: Off Shift: double time the regular hourly rate

CLASSIFICATION: ENGINEER\BUILDING WORK

Title

Oilers

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

WAGE RATE PER HOUR: \$25.66

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$17.65
\$31.90 on overtime

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 15, 16, 17, 20)
see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

SHIFT RATES: Off Shift: double time the regular hourly rate
(LOCAL #15 I.U.O.E.)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PRESENTING WAGE SCHEDULE

CLASSIFICATION:

FIELD ENGINEERS\BUILDING CONSTRUCTION -
(construction of building projects, concrete
superstructures etc.)

<u>Title</u>	<u>Wage Rate</u> <u>per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>per Hour</u>
Party Chief	\$37.20	\$16.95*
Instrument Person	\$29.32	\$16.95*
Rodperson	\$19.64	\$16.95*

* overtime benefit rate - \$22.98 per hour (time & one half)
\$29.50 per hour (double time)

PAID HOLIDAYS: (2, 6, 7, 8, 9, 10, 11, 15, 16, 17, 20) see
holiday legend

OVERTIME: (1, 5 for the first seven hours worked, 6 for work
performed in excess of seven hours, 8, 13) see
overtime legend

SHIFT RATES: None

(LOCAL #15-D I.U.O.E.)+

CLASSIFICATION:

CITY SURVEYOR AND CONSULTANT ENGINEER

<u>Title</u>	<u>Wage Rate</u> <u>per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>per Hour</u>
Party Chief	\$25.91	\$16.95*
Instrument Person	\$21.58	\$16.95*
Rodperson	\$18.83	\$16.95*

* overtime benefit rate - \$22.98 per hour (time & one half)
\$29.50 per hour (double time)

PAID HOLIDAYS: (2, 6, 7, 8, 9, 10, 11, 15, 16, 17, 20) see
holiday legend

OVERTIME: (1, 5 for the first seven hours worked, 6 for work
performed in excess of seven hours, 8, 13) see
overtime legend

SHIFT RATES: None

(LOCAL #15-D I.U.O.E.)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PRESENTING WAGE SCHEDULE

CLASSIFICATION:

FIELD ENGINEERS\HEAVY CONSTRUCTION -

(construction of roads, tunnels,
bridges, sewers, building foundations,
engineering structures etc.)

	<u>Wage Rate</u>	<u>Supplemental Benefit Rate</u>
Party Chief	\$37.00	\$16.95*
Instrument Person	\$26.83	\$16.95*
Rodperson	\$23.12	\$16.95*

* Overtime benefit rate - \$22.98 per hour (time & one half)
\$29.50 per hour (double time)

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16, 20) see
holiday legend

OVERTIME: (2, 5 for the first eight hours worked, 6 for work
performed in excess of eight hours, 8, 13) see
overtime legend

SHIFT RATES: None

(Local #15-D I.U.O.E.)+

CLASSIFICATION: **FIELD ENGINEERS\STEEL ERECTION**

<u>Title</u>	<u>Wage Rate per Hour</u>	<u>Supplemental Benefit Rate per Hour</u>
Party Chief	\$38.46	\$16.95*
Instrument Person	\$30.38	\$16.95*
Rodperson	\$21.01	\$16.95*

* Overtime benefit rate - \$22.98 per hour (time & one half)
\$29.50 per hour (double time)

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16, 20)
see holiday legend

OVERTIME: (2, 5 for the first eight hours worked, 6 for work
performed in excess of eight hours, 8, 13) see
overtime legend

SHIFT RATES: None

(Local #15D I.U.O.E.)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER OF THE CITY OF NEW YORK DEPARTMENT OF FINANCE

CLASSIFICATION: OPERATING ENGINEER\ROAD AND HEAVY CONSTRUCTION

Title

Mucking Machines, Back Filling Machines, Cranes
(Including but not limited to those utilizing scale boxes
and mucking buckets), Paver Dual Drum

WAGE RATE PER HOUR: \$37.58 OFF SHIFT TIME: \$60.13

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel
Erection, Moles and machines of a similar nature

WAGE RATE PER HOUR: \$38.98 OFF SHIFT TIME: \$62.37

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

WAGE RATE PER HOUR: \$40.26 OFF SHIFT TIME: \$64.42

Gradealls, Keystones, Cranes on land or water (with digging
buckets), Sand Dock Cranes, Bridge Cranes, Clam Shells,
Draglines): Trenching Machines

WAGE RATE PER HOUR: \$39.27 OFF SHIFT TIME: \$62.83

Pile Drivers & Rigs(employing dock builder foreperson):
Derrick Boats, Tunnel Shovels

WAGE RATE PER HOUR: \$38.47 OFF SHIFT TIME: \$61.55

Mixers (Concrete with loading attachment), Concrete Pavers,
Cableways, Land Derricks, Power Houses (Low Air Pressure
Units), Concrete Pumps.

WAGE RATE PER HOUR: \$36.44 OFF SHIFT TIME: \$58.30

Barrier Movers, Barrier Transport and Machines of a Similar
Nature

WAGE RATE PER HOUR: \$29.12 OFF SHIFT TIME: \$46.59

Utility Compressors

WAGE RATE PER HOUR: \$22.22

Off Shift Compressors

WAGE RATE PER HOUR: \$28.45

Horizontal Boring Rig

WAGE RATE PER HOUR: \$34.57 OFF SHIFT TIME: \$55.31

Elevators (manually operated as personnel hoist)

WAGE RATE PER HOUR: \$31.66 OFF SHIFT TIME: \$50.66

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PAYROLLING WAGE SCHEDULE

Portable Compressors (used for steel erection)
Compressors(three or more in battery), Driving of Truck
Mounted Compressors, Well-point Pumps, Tugger Machines
(Compressed Air Caissons), Drilled-In-Caissons, Soil
Solidification Equipment: Welding Machines (used for steel
erection)

WAGE RATE PER HOUR: \$24.23 OFF SHIFT TIME: \$38.77

All Drills,and Machines of a similar nature

WAGE RATE PER HOUR: \$36.85 OFF SHIFT TIME: \$58.96

Concrete Pumps, Concrete Plant, Well Drilling Machines,
Stone Crushers, Double Drum Hoist, Power Houses (other
than above)

WAGE RATE PER HOUR: \$35.62 OFF SHIFT TIME: \$56.99

Concrete Mixer

WAGE RATE PER HOUR: \$34.01 OFF SHIFT TIME: \$54.42

Boilers (High Pressure), Compressors (Portable Single or two
in Battery, not over 100 feet apart, Pumps (River Cofferdam)
and Welding Machines (except where Arc is operated by
Members of Local #15), Push Button Machines, All Engines
Irrespective of Power (Power-Pac) used to drive auxiliary
equipment, Air, Hydraulic, etc.

WAGE RATE PER HOUR: \$22.36 OFF SHIFT TIME: \$35.78

Concrete Breaking Machines, Single Drum Hoists, Locomotives
(over ten tons), Cherrypicker (non-operator) driving or
extracting steel piling and/or steel sheeting, and only
while using pile hammer and/or extractor

WAGE RATE PER HOUR: \$32.38 OFF SHIFT TIME: \$51.81

On-Site concrete plant engineer, On site Asphalt Plant
Engineer, and Vibratory console.

WAGE RATE PER HOUR: \$32.65 OFF SHIFT TIME: \$52.24

Tower Crane

WAGE RATE PER HOUR: \$47.60 OFF SHIFT TIME: \$76.16

CLASSIFICATION: OPERATING ENGINEER/PAVING

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

WAGE RATE PER HOUR: \$36.44 OFF SHIFT TIME: \$58.30

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PRESENTING WAGE SCHEDULE

Asphalt Roller

WAGE RATE PER HOUR: \$35.44 OFF SHIFT TIME: \$56.70

Asphalt Plants

WAGE RATE PER HOUR: \$29.73 OFF SHIFT TIME: \$47.57

CLASSIFICATION: OPERATING ENGINEER/CONCRETE

Cranes

WAGE RATE PER HOUR: \$40.56

Compressors

WAGE RATE PER HOUR: \$23.60

Micro-traps (Negative Air Machines), Vac-All Remediation System

WAGE RATE PER HOUR: \$35.02

CLASSIFICATION: OPERATING ENGINEER/STEEL ERECTION

Three Drum Derricks

WAGE RATE PER HOUR: \$45.31 OFF SHIFT TIME: \$72.50

Cranes, 2 Drum Derricks, Hydraulic Cranes and Fork Lifts

WAGE RATE PER HOUR: \$43.49 OFF SHIFT TIME: \$69.58

Compressors, Welding Machines

WAGE RATE PER HOUR: \$29.18 OFF SHIFT TIME: \$46.69

Compressors - Public Works Only (Not Combined with Welding Machine)

WAGE RATE PER HOUR: \$27.85 OFF SHIFT TIME: \$44.56

CLASSIFICATION: OPERATING ENGINEER/BUILDING WORK

Hoists, Forklifts, House Cars Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material

WAGE RATE PER HOUR: \$37.06

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER OF THE CITY OF NEW YORK DEPT. OF THE WAGE SCHEDULE

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), House Car (settlement basis only), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, etc. Boilers

WAGE RATE PER HOUR: \$29.45

Double Drum

WAGE RATE PER HOUR: \$40.83

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks

WAGE RATE PER HOUR: \$42.49

SUPPLEMENTAL BENEFITS PER HOUR: \$19.25 straight time hours
\$35.10 overtime hours

OVERTIME: (4, 6, 8, 13) see overtime legend

PAID HOLIDAYS: (2, 4, 6, 7 for STEEL ERECTION classifications ONLY, 8, 9, 10, 11, 15, 16, 17, 20) see holiday legend

SHIFT RATES: Shifts may be worked at the single time rate at other than the regular working hours (8am to 4:30pm) on the following work ONLY: a) heavy construction jobs, and b) on work below the street level over railroad tracks on building jobs.

(Local #14 I.U.O.E.)+

CLASSIFICATION: FLOOR COVERER (ASPHALT TILE AND CARPET)

WAGE RATE PER HOUR: \$33.38

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$22.97

OVERTIME: (2, 5, 8, 13 when any of the following holidays are worked - 2, 6, 8, 9, 10, 11, 13, 16, 17, 20) see overtime and holiday legends

Continued on following page -

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PRESENTING THE WAGE SCHEDULE

PAID HOLIDAYS: (19,22 if a half day is worked on either day)
see holiday legend

SHIFT RATES: any work performed outside the regular Monday through Friday workday (7 or 8 hours of work between 7:00a.m. and 5:30 p.m.) is to be paid at time and one half the regular hourly rate.

Contract expired June 30, 2001 - Addendum to follow

(Carpenters District Council)+

CLASSIFICATION: GLAZIER (New Construction, Remodeling, Alteration)

WAGE RATE PER HOUR: \$30.75

Effective May 1, 2002: \$32.20

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$19.25

Effective May 1, 2002: \$20.22

Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect

OVERTIME: (3, 6, 8, 13 when any of the following are holidays are worked - 2,6,8,9,16,17,20) see overtime and holiday legends

PAID HOLIDAY: (1) see holiday legend

SHIFT RATES: shifts shall be any seven hours beyond 4:00 P.M. for which the glazier shall receive a 10% differential above the wage and benefit rates in effect.

(Local #1087)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

CLASSIFICATION: GLAZIER (Repair & Maintenance for the
Installation of Glass) - All repair and
maintenance work on a particular
building, whenever performed, where the
total cumulative contract value is under
\$100,000.)

WAGE RATE PER HOUR: \$18.05
Effective May 1, 2002: \$19.05

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$10.89
Effective May 1, 2002: \$11.49

OVERTIME: (2, 5, 8, 12 in addition to a days pay at the
regular straight time rate) see overtime legend
PAID HOLIDAY: (2, 6, 8, 9, 10, 16, 17, 20) see holiday
legends

(Local #1087)+

CLASSIFICATION: HEAT AND FROST INSULATOR

WAGE RATE PER HOUR: \$34.81*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$19.94*#

*plus \$1.20 to be allocated between hourly rate and
supplemental benefits

Effective January 1, 2002, an additional \$ 1.30 per hour to
be allocated between hourly rate and supplemental benefits

#For overtime: supplemental benefits are to be paid at double
time the regular hourly rate.

OVERTIME: (3, 6, 8, 13 when any of the following holidays are
worked - 2,4,5,8,9,10*,11,15,16,17,20 - *triple
time the regular hourly rate if Labor Day is
worked)see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: for a days work performed outside the regular
workday, \$.50 per hour increment plus eight
(8) hours pay for seven (7) hours of work

(Local #12)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PRESENTS THE WAGE SCHEDULECLASSIFICATION: HIGHWAY AND PAVING WORKERS

<u>Title</u>	<u>Wage Rate per Hour</u>	<u>Supplemental Benefit Rate per Hour</u>
Asphalt Raker	\$32.36	\$15.65
Tamper	\$29.92	\$15.65
Screedperson, Micro paver	\$32.73	\$15.65
All other persons	\$29.81	\$15.65

PAID HOLIDAYS: (8, 9, 10, 11, 12, 15, 16) see holiday legend

OVERTIME: (2, 5, 8, 13, if employees work on holiday #2, #6, and #20 they receive double time the regular applicable hourly rate otherwise no pay if the days are not worked) see overtime and holiday legend

SHIFT RATES: Night Work - the regular applicable hourly rate plus a 25% differential.

(Pavers & Road builders District Council - Local 1018)+

<u>Title</u>	<u>Wage Rate per Hour</u>	<u>Supplemental Benefit Rate per Hour</u>
Foreperson & Form Setter	\$32.04	\$15.65
Laborer (Highway & Paving)	\$28.94	\$15.65

PAID HOLIDAYS: (8, 9, 10, 11, 12, 16) see holiday legend

OVERTIME: (2, 5, 8, 13, if employees work on holiday #2 and #20 they receive double time the regular applicable hourly rate otherwise no pay if the days are not worked) see overtime legend

SHIFT RATES: Night Work - the regular applicable hourly rate plus a 10% differential.

(Pavers & Road builders District Council - Local 1010)+

OFFICE OF THE COMPTROLLER CITY OF NEW YORK DEPT/ALBING WAGE SCHEDULECLASSIFICATION: HOUSE WRECKING

	Wage Rate per Hour	Supplemental Benefit Rate per Hour
Barperson	\$23.65	\$ 4.73
Barperson Assistant	\$21.00	\$ 4.20
Barperson Helper	\$12.00	\$ 2.40

OVERTIME: (2, 5, 8, 13 when any of the following holidays are worked - 2,3,5,7,8,9,10,12,15,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: for off shift work day outside the regular work day (8am to 3:30pm), the applicable Barperson's regular hourly rate plus a ten (10%) percent differential.

(Local #95)+

CLASSIFICATION: IRON WORKER (ORNAMENTAL)

WAGE RATE PER HOUR: \$31.80*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$24.97*

*Plus \$ 1.55 to be allocated between hourly wage and supplemental benefits

Effective January 1, 2001, an additional \$ 1.75 to be allocated between hourly wage and supplemental benefits

Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect

OVERTIME: (1 - 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, 5 - for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter, 8, 13 when work is performed on any of the following holidays - 2,7,8,9,10,16,20) see overtime and holiday legends

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

HOLIDAYS: (1) see holiday legend

SHIFT RATES: for off shift work - 8 hours pay for 7 hours of work

(Local #580)+

CLASSIFICATION: IRON WORKER (STRUCTURAL)

WAGE RATE PER HOUR: \$32.55*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$32.40*

*Plus \$ 1.55 per hour to be allocated between hourly rate and supplemental benefits.

Effective January 1, 2002, an additional \$ 1.55 per hour to be allocated between hourly rate and supplemental benefits.

Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect

OVERTIME: (2, 5, 8, 13 when work is performed on any of the following holidays - 2,7,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (19, 22 if a half day is worked on these days) see holiday legend

SHIFT RATES: when two or three shifts are employed from Monday through Friday, each shift shall work seven hours for eight hours pay at regular time rates.

(Local #40 & #361)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER OF THE CITY OF NEW YORK PRESENTING THE WAGE SCHEDULE

**CLASSIFICATION: LABORERS (BUILDING, CONCRETE,
EXCAVATING AND COMMON)**

Excavation and foundation work for buildings, landscaping in connection with building projects (original installation and re-construction), heavy construction and engineering work, landscaping in connection with heavy construction and engineering work (work performed on projects OTHER than building foundations including but not limited to pollution plants, sewers, parks, subways, bridges, highways, etc. (original installation and re-construction))

WAGE RATE PER HOUR: \$28.74

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$14.74

PAID HOLIDAYS: (10, 16) see holiday legend

OVERTIME: (2, 5, 8, 13 when work is performed on any of the following holidays - 2,8,9,11,13,20) see overtime and holiday legends

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, but shall be paid for eight hours of labor, and be permitted one half hour for lunch.

(Local 731)+

CLASSIFICATION: LANDSCAPING (gardening, growing, tree pruning and/or tree removing, spraying and park maintenance not included in a construction or reconstruction project or otherwise included in the laborer's job specifications.)

	<u>Wage Rate</u> <u>Per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>Per Hour</u>
Gardener\Grower	\$ 14.42	\$ 2.77
Groundsperson	\$ 14.61	\$ 4.43
Tree Remover\Pruner	\$ 7.95	

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PRESENTING WAGE SCHEDULE

Landscape Sprayer
(Pesticide Applicator) \$ 8.75

OVERTIME: (2) see overtime legend +

CLASSIFICATION: MARBLE MECHANICS

	<u>Wage Rate</u> <u>per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>per Hour</u>
Marble Carver,		
Cutter, Setter	\$33.10	\$21.15
Effective January 1, 2002	\$34.15	\$21.15
Marble Finisher	\$28.11	\$21.12
Effective January 1, 2002	\$29.24	\$21.12
Marble Polisher	\$27.58	\$16.43
Effective January 1, 2002	\$27.98	\$16.53

NOTE: Supplemental Benefit contributions are to be made at the applicable overtime rates.

OVERTIME: (1 or 2, 6, 8, 13 when work is performed on any of the following holidays-
2,6,7,8,9,10,11,15,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

(Local #7)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PERMANENT WAGE SCHEDULE

CLASSIFICATION: MASON TENDER

WAGE RATE PER HOUR: \$26.30

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$13.64

Effective January 1, 2002 \$.80 per hour to be allocated between hourly wages and supplemental benefits.

OVERTIME: (1, 5, 8, 13 when any of the following holidays are worked - 2,6,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: time and one half the regular hourly rate to be paid for all work outside the regular 8am to 4:00 p.m. work day.

CLASSIFICATION: MASON TENDER (INTERIOR DEMOLITION WORKER)

Interior demolition work shall include but not be limited to: The erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, protection and site safety structures etc. , on Interior Demolition jobs; the operation and servicing of all tools and equipment normally used in Interior Demolition work, including, without limitation, hand tools electric and pneumatic guns and drills; the demolition of walls, partitions, ceilings, suspension systems, floorings, concrete slabs with steel framing (where such slabs are removed in their entirety), storefronts, facades, roofing, parapets, sidewalks, curbs, and vaults (except for full depth saw cutting and core drilling of slabs); the dropping of duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment, where removals are in their entirety (i.e., a complete gut) and after (but not including) proper disconnections and capping are performed by others; the carting of all such demolished and/or dropped walls, partitions, ceilings, suspension systems, flooring, concrete slabs with steel framing, storefronts, facades, roofing, parapets, sidewalks, curbs, vaults, duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment; the removal of non-hazardous fire proofing (such as required for beam pockets), window treatment (such as blinds, drapes and hardware), including related work performed by licensed burners and related fire watch duties; the removal of stairs, escalators, elevators, dumbwaiters, and conveyors; the sorting, salvaging, labeling, packaging and movement of such materials for disposal; the clean up of the work site and all other work and stand-by time incidental to the demolition, dropping, carting and removal of such materials; and the performance of hand excavation work and duties by flagmen on job sites where work is performed under this job specification.

WAGE RATE PER HOUR:

<u>Tier A#</u>	-	\$27.30
<u>Tier B#</u>	-	\$17.00

BENEFIT RATE PER HOUR:

<u>Tier A#</u>	-	\$13.34
<u>Tier B#</u>	-	\$ 6.65

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVALENT WAGE SCHEDULE

Effective January 1, 2002 \$.80 per hour to be allocated between hourly rate and supplemental benefits.

OVERTIME: (1, 5, 13 when any of the following holidays are worked - 2,6,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) See holiday legend

SHIFT RATES: None

On Interior Demolition job sites 50% of the employees shall be classified as Tier A Interior Demolition Workers and 50% shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 50% Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 2, the first additional employee (above the number of employees divisible by two) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

(Mason Tenders District Council)+

CLASSIFICATION: METALLIC LATHER

WAGE RATE PER HOUR: \$28.90*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$26.06*

*plus \$3.00 to be allocated between hourly rate and supplemental benefits

Supplemental benefits for overtime are paid at the appropriate overtime rate

OVERTIME: (1, 5, 8, 13 when any of the following holidays are worked - 2,6,7,8,9,10,11,13,16,20) see overtime and holiday legends

PAID HOLIDAYS: (19, 22 if a half is worked on these days) see holiday legend

SHIFT RATES: There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (1/2) hour for lunch. Off Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of eight (8) dollars per hour in the envelope.

(Local #46)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVALENT WAGE SCHEDULE

CLASSIFICATION: MILLWRIGHT

WAGE RATE PER HOUR: \$33.74*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$24.95*

OVERTIME: (1, 5, 8, 9, 13 when any of the following holidays are worked - 2,5,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (19, 22 if a half day is worked on these days) see holiday legend

SHIFT RATES: for a shift day (a work day outside the regular 8am to 3:30pm workday), eight hours pay for seven hours of work or nine hours pay for eight hours of work.

*Contract expired June 30, 2001, addendum to follow

(NY District Council Carpenters - Local 740)+

CLASSIFICATION: MOSAIC MECHANICS

	Wage Rate <u>per Hour</u>	Supplemental Benefit Rate <u>per Hour</u>
Mosaic & Terrazzo Mechanic	\$30.78*	\$19.85*
Mosaic & Terrazzo Finisher	\$29.47*	\$19.85*
Machine Operator Grinder	\$29.47*	\$19.85*

*Plus \$ 1.15 per hour to be allocated between hourly wage and supplemental benefits

Effective January 1, 2002, an additional \$ 1.15 per hour to be allocated between hourly wage and supplemental benefits.

Supplemental benefits for overtime to be paid at the rate of \$25.60 per hour.

OVERTIME: (1, 5, 8, 13 when any of the following holidays are worked - 2,5,7,9,10,11,15,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

(Local #7)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PRESENTING WAGE SCHEDULE

CLASSIFICATION: PAINTERS

	<u>Wage Rate per Hour</u>	<u>Supplemental Benefit Rate per Hour</u>
Brush & Roller	\$29.25	\$14.50
Effective May 1, 2002	\$30.25	\$15.47
Spray & Scaffold	\$32.25	\$14.50
Effective May 1, 2002	\$33.25	\$15.47
Decorative	\$32.25	\$14.50
Effective May 1, 2002	\$33.25	\$15.47
Sandblast	\$32.25	\$14.50
Effective May 1, 2002	\$32.25	\$15.47

Supplemental benefits are to be paid at the appropriate straight time and overtime (either time and one half or double time) rate.

OVERTIME: (1, 5, 7, 12 when any of the following holidays are worked - 2,5,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Evening shift - 4:30 P.M. to 12 Midnight (regular rate of pay); any work performed before 7 A.M. shall be at time and one half the regular base rate of pay.

(District Council #9)+

PAPERHANGER

WAGE RATE PER HOUR: \$32.85

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$18.06
Effective May 1, 2002 \$20.18

Supplemental benefits are to be paid at the appropriate straight time and overtime (either time and one half or double time) rate.

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

OVERTIME: (1, 5, 7, 12 when any of the following holidays are worked - 2, 6, 8, 9, 16, 17, 20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Evening shift - 4:30 P.M. to 12 Midnight (regular rate of pay); any work performed before 7 A.M. shall be at time and one half the regular base rate of pay.

(District Council #9)+

STRIPERS

WAGE RATE PER HOUR:

Senior Classifications -

Striper (paint):	\$20.57
Effective April 1, 2002	\$22.57

Striper (helper):	\$16.99
Effective April 1, 2002	\$17.99

Linerperson (thermoplastic):	\$26.09
Effective April 1, 2002	\$27.09

SUPPLEMENTAL BENEFIT RATE PER HOUR: 16% of gross wages

Junior Classifications -

Striper (paint):	\$15.00
Effective April 1, 2002	\$16.00

Striper (helper):	\$12.00
Effective April 1, 2002	\$13.00

Linerperson (thermoplastic):	\$15.00
Effective April 1, 2002	\$16.50

SUPPLEMENTAL BENEFIT RATE PER HOUR: 14% of gross wages, plus \$ 1.40 per hour.

Effective April 1, 2002, 15% of gross wages, plus \$ 1.40 per hour.

*Employers must have (4) Senior Classifications working full time before they can start employing a junior classification

PAID HOLIDAYS: (7, 9, 10, 11, 12, 15, 16, 17) see holiday legend

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EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PRESENTING WAGE SCHEDULE

OVERTIME: (2, 5, 8, 12 as well as one day of holiday pay)

SHIFT RATES: 10% differential on the night shift for all titles

VACATIONS:

- A. ALL EMPLOYEES EMPLOYED FOR A PERIOD OF TWENTY SIX WEEKS OR MORE IN A CALENDAR YEAR SHALL RECEIVE TWO WEEKS VACATION WITH FULL PAY.
- B. EACH EMPLOYEE EMPLOYED FOR A PERIOD OF LESS THAN TWENTY SIX WEEKS IN A CALENDAR YEAR SHALL RECEIVE VACATION PAY BASED ON SEVEN PERCENT OF HIS TOTAL BASES PAY.
- C. ALL EMPLOYEES WITH AT LEAST FIVE YEARS OF SERVICE WITH THE EMPLOYER SHALL RECEIVE THREE WEEKS VACATION WITH FULL PAY IF EMPLOYED FOR TWENTY SIX WEEKS OR MORE IN A CALENDAR YEAR.
- D. ALL EMPLOYEES WITH AT LEAST TWENTY YEARS OF SERVICE WITH THE EMPLOYER SHALL RECEIVE FOUR WEEKS OF VACATION WITH PAY IF EMPLOYED TWENTY SIX WEEKS OR MORE IN A CALENDAR YEAR.

(Local #8A-28A)

PAINTERS/STRUCTURAL STEEL

	Wage Rate <u>per Hour</u>	Supplemental Benefit Rate <u>per Hour</u>
Painters on Structural Steel	\$36.00	\$19.86
Effective October 1, 2001	\$37.00	\$20.87
Power Tool	\$39.00	\$19.86
Effective October 1, 2001	\$41.00	\$20.87

OVERTIME: (1, 5, 7, 13 when any of the following holidays are worked - 2,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Regular hourly rates plus a ten per cent (10%) differential.

(Local #806)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

SIGN PAINTER

	<u>Wage Rate per Hour</u>	<u>Supplemental Benefit Rate per Hour</u>
Designer	\$30.05	\$ 8.94
Effective April 1, 2002	\$30.70	\$ 9.08
Journey person	\$27.80	\$ 8.94
Effective April 1, 2002	\$28.45	\$ 9.08

OVERTIME: (2, 5, 8, 13) see overtime legend

PAID HOLIDAYS: (2, 6, 8, 9, 10, 11, 12, 16, 17, 20) see holiday legend

SHIFT RATES: all work performed outside the regular 8 hour work day (either 7 A.M to 3:30 P.M or 8 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local 18A-28A)+

CLASSIFICATION: PLASTERER

WAGE RATE PER HOUR: \$30.91
Effective January 2, 2002 \$31.66

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$15.55 for Manhattan, Bronx and Staten Island

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$15.16 for Brooklyn and Queens

OVERTIME: (1, 5, 8, 9, 12 when any of the following holidays are worked - 2,6,7,8,9,10,11,13,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Time and one half shall be paid for all work performed outside the regular Monday through Friday workday (8:00 a.m. to 3:30 p.m.)

(Local 530)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK DEPT. OF THE WAGE SCHEDULE

PLASTERER'S HELPER

WAGE RATE PER HOUR: \$25.55*+

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$14.49*+

*Plus \$.80 to be allocated between hourly rate and supplemental benefits

+Effective January 1, 2002, an additional \$.80 to be allocated between hourly rate and supplemental benefits

OVERTIME: (1, 5, 8, 13 when any of the following holidays are worked - 2,6,7,8,9,10,11,13,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Eight hours of pay for seven hours of work

(Local #30)+

CLASSIFICATION: PLASTERER (Skimcoating)

WAGE RATE PER HOUR: \$27.50

Effective February 6, 2002 \$28.50

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$14.38

Effective February 6, 2002 \$14.55

OVERTIME: (3, 6, 8, 9, 13 when any of the following holidays are worked - 2,3,5,7,8,9,10,11,13,16,20) see overtime and holiday legends

PAID HOLIDAYS: (19, 22 if a half day is worked on either day)- see holiday legend

SHIFT RATES: Eight hours pay for seven hours of work at the straight time wage rate the lunch period shall be paid.

Local #530)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK REVATING WAGE SCHEDULE

CLASSIFICATION:

POINTERS (WATERPROOFERS, CAULKER MECHANICS)
(BUILDING RENOVATION EXTERIOR)

WAGE RATE PER HOUR: \$30.09*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$13.57*

*plus \$ 2.00 to be allocated between hourly wages and supplemental benefits.

OVERTIME: (2, 5, 7, 9, 12 when any of the following holidays are worked - 2,3,6,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: all work outside the regular work day (an eight hour workday between the hours of 6am and 4:30pm) is to be paid at time and one half the regular rate

(Bricklayer District Council)+

CLASSIFICATION: PLUMBER (ALL BOROUGHES)

WAGE RATE PER HOUR: \$39.26*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$20.38* (Note: double time shall be paid for supplemental benefits during overtime work)

* Plus \$ 1.25 per hour to be allocated between hourly wages and supplemental benefits.

Effective January 1, 2002, an additional \$ 1.25 to be allocated between hourly wages and supplemental benefits.

OVERTIME: (3, 6, 8, 13 when any of the following holidays are worked - 2,6,8,9,10,11,15,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Double time shall be paid for all hours worked outside the regular workday (seven hours of work between the hours of 7 a.m. and 3:30 p.m.)

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

**PLUMBERS (Residential Rates for 1,2, and 3
family home construction)**

WAGE RATE PER HOUR: \$ 27.48*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$14.26*

*Plus \$.88 to be allocated between hourly rate and supplemental benefits.

Effective January 1, 2002, an additional \$.88 to be allocated between hourly rate and supplemental benefits

OVERTIME: (4, 6, 8, 13 when any of the following holidays are worked - 2,6,8,9,10,11,15,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Double time shall be paid for all hours worked outside the regular workday (seven hours of work between the hours of 7 a.m. and 3:30 p.m.)

(Plumbers Local # 1)+

CLASSIFICATION: PLUMBERS (Mechanical Equipment & Service)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

WAGE RATE PER HOUR: \$24.38

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$ 9.36

OVERTIME: (2, 5, 7, 12 if any of the following holidays are worked: 2, 6, 7, 8, 9, 16, 17, 20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Time and one half the regular hourly rate to be paid for all work outside the regular 8am to 4:30pm workday.

Contract expired September 30, 2001 - addendum to follow

(Plumbers Local # 1)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

52

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

CLASSIFICATION: PLUMBER: PUMP & TANK (INSTALLATION & MAINTENANCE)

WAGE RATE PER HOUR: \$37.02*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$18.88*

Note: Supplemental benefits are to be paid at the rate of \$28.32 per hour for all overtime hours.

*plus \$ 1.15 per hour to be allocated between hourly wages and supplemental benefits.

Effective January 1, 2002, an additional \$ 1.15 per hour to be allocated between hourly wages and supplemental benefits.

OVERTIME: (2, 5, 7, 12 when any of the following holidays are worked - 2,6,8,9,10,11,15,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: all work outside the regular workday (8am to 3:30 p.m.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)+

CLASSIFICATION: PLUMBERS LABORER\PIPE LAYER
(CAST IRON, STEEL SEWER)

WAGE RATE PER HOUR: \$28.74

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$14.74

PAID HOLIDAYS: (10, 16) see holiday legend

OVERTIME: (2, 5, 8, 13 when work is performed on any of the following holidays - 2,8,9,11,13,20) see overtime and holiday legends

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, but shall be paid for eight hours of labor, and be permitted one half hour for lunch.
(Local 731)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

53

OFFICE OF THE COMPTROLLER CITY OF NEW YORK DEPT. OF THE WAGE BOARD

CLASSIFICATION: ROOFER

WAGE RATE PER HOUR: \$29.08

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$18.98

OVERTIME: (1, 5, 7, 12 when any of the following holidays are worked - 2,6,8,9,10,13,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)+

CLASSIFICATION: SANDBLASTER

WAGE RATE PER HOUR: \$30.09*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$13.57*

*plus \$ 2.00 per hour to be allocated between hourly wages and supplemental benefits.

OVERTIME: (2, 5, 7, 9, 12 when any of the following holidays are worked - 2,3,6,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: all work outside the regular work day (an eight hour workday between the hours of 6am and 4:30pm) is to be paid at time and one half the regular rate

(Bricklayer District Council)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

54

OFFICE OF THE COMPTROLLER CITY OF NEW YORK REVISED WAGE SCHEDULE

CLASSIFICATION: STEAMBLASTER

WAGE RATE PER HOUR: \$30.09*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$13.57*

*Plus \$ 2.00 per hour to be allocated between hourly wages and supplemental benefits.

OVERTIME: (2, 5, 7, 9, 12 when any of the following holidays are worked - 2,3,6,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: all work outside the regular work day (an eight hour workday between the hours of 6am and 4:30pm) is to be paid at time and one half the regular rate

(Bricklayer District Council)+

CLASSIFICATION: SHEET METAL WORKER

WAGE RATE PER HOUR: \$34.67

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$21.83 for straight time
hours worked.
\$43.66 for overtime
hours worked.

OVERTIME: (3, 6, 8, 9, 13 when any of the following holidays are worked - 2,3,6,8,9,10,11,12,15,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Work that can only be performed outside regular working hours (seven hours of work between 7:30am and 3:30pm) - First shift (work between 3:30pm and 11:30 P.M.) - 10% differential above the established hourly rate. Second Shift (work between 11:30pm and 7:30 am) - 15% differential above the established hourly rate.

(Local #28)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

55

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PRIVATE WAGE SCHEDULE

Sheet Metal Worker (Specialty Worker:
Decking & Siding)

WAGE RATE PER HOUR: \$28.65

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$13.81 for straight time
hours worked.
\$27.62 for overtime
hours worked.

OVERTIME: (4, 6, 8, 9, 13 when any of the following holidays
are worked - 2,3,6,8,9,10,11,12,15,16,20) see
overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: Work that can only be performed outside regular
working hours (eight hours of work starting at 7:30
am) First shift (work between 4:00pm and 12:00am) -
10% differential above the established hourly rate.
Second Shift (work between 12:00am and 7:30am)
- 15% differential above the established hourly rate.

(Local #28)+

CLASSIFICATION: SIGN ERECTOR (Sheet Metal, Plastic,
Electric, and Neon)

WAGE RATE PER HOUR: \$27.90

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$13.80

OVERTIME: (1,5,7,12) see overtime legend

PAID HOLIDAYS: (2,5,8,9,10,11,12,16,17,20) see holiday legend

SHIFT RATE: time and one half the regular hourly rate is to
be paid for all hours worked outside the regular
workday (8a.m through 3:30p.m.)

Contract expired June 30, 2001 - addendum to follow

(Local #137)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

56

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

CLASSIFICATION: STEAMFITTER

WAGE RATE PER HOUR: \$34.97*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$23.19*

Overtime supplemental benefit rate: \$46.38*

*Plus \$ 1.25 per hour to be allocated between hourly wage and supplemental benefits.

Effective December 27, 2001 an additional \$ 1.50 per hour to be allocated between hourly wage and supplemental benefits

OVERTIME: (3, 6, 8, 13 when any of the following holidays are worked - 2,6,8,9,10,11,15,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: all work performed between 3:30pm and 7:00am and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate.

(Local #638)+

CLASSIFICATION: STONE MASON/SETTER

WAGE RATE PER HOUR: \$34.08*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.39*

*plus \$2.24 per hour to allocated between hourly rate and supplemental benefits

OVERTIME: (1, 5, 8, 13 when any of the following holidays are worked - 2,5,8,9,10,16,20) see overtime and holiday legends

PAID HOLIDAYS: (19 if a half day is worked) see holiday legend

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)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

57

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

CLASSIFICATION: TAPERS

	<u>Wage Rate</u> <u>per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>per Hour</u>
Drywall Taper	\$32.83	\$15.26
Effective January 3, 2002	\$33.32	\$15.49

During overtime supplements are paid at the rate of 47% of gross wages.

OVERTIME: (1, 5, 7) see overtime legend

PAID HOLIDAYS: (19, 22) see holiday legend

Also time and one half the regular rate is due when the following holidays are worked - (2, 5, 7, 8, 9, 11, 16, 20) see holiday legend

SHIFT RATES: time and one half the regular rate outside the regular work hours (8am through 3:30pm)
(Local #1974)+

CLASSIFICATION: TEAMSTERS

<u>Title</u>	<u>Wage Rate</u> <u>per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>per Hour</u>
Automobile Chauffeur (Dump Truck Chauffeur)	\$28.28	\$19.85
Heavy Equipment Trailer Driver	\$29.53	\$19.85
Euclid & Turnapull Operator	\$28.85	\$19.85
Six Wheeler(3 Axle) Tractors & Trailers	\$29.05	\$19.85
Boom Truck Driver	\$29.28	\$19.85

VACATION:

One day for every 15 days worked.

PAID HOLIDAYS: (2, 6, 8, 9, 10, 13, 15, 16, 20) see holiday legend

Continued on following page -

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

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OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULE

OVERTIME: (2, 5, 8, 13 (for holidays #6, #11, #12, #15), 14
(for holidays #2, #8, #9, #10, #13, #16, #20
- see overtime and holiday legends)

	<u>Wage Rate</u> <u>per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>per Hour</u>
Redi-Mix Driver (Sand & Gravel)	\$28.86	\$17.25

* Overtime supplemental benefit rate for Redi-Mix Driver is \$7.30 per hour.

PAID HOLIDAYS: (2, 6, 8, 9, 10, 11, 12, 15, 16, 20) see holiday legend

OVERTIME: (2, 5, 8, 13 (for holidays #4, #6, #11, #12, #15), 13 (for holidays #2, #8, #9, #10, #16, #20)) - see overtime legend

(Local #282 IBT)+

CLASSIFICATION: TELECOMMUNICATIONS WORKER (Telephone Installation, only)

Telecommunication Worker:	\$28.15
Effective August 6, 2001	\$29.00

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$ 7.37

VACATION:

After 6 months, one week.
After 12 months, two weeks;
After two or more but less than seven years, two weeks.
After seven or more but less than 15 years, three weeks.
After 15 years or more but less than 25 years, four weeks.

PAID HOLIDAYS: (2, 4*, 5, 8, 9, 10, 11, 12, 15, 16, 20)*employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday - see holiday legend

Continued on following page -

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

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OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVALENT WAGE SCHEDULE

SHIFT RATES: for any work day that starts before 8am or ends after 6pm, there is a 10% differential for the applicable telecommunication worker's hourly rate.

INCIDENTAL ABSENCE DUE TO PERSONAL ILLNESS:

An employee with two or more years of net credited service at the beginning of his absence shall be paid for all incidental absence due to personal illness. Incidental absence shall be understood to be an absence on scheduled working days occurring within a period of seven consecutive calendar days or less beginning with the first day of absence.

OVERTIME: (1, 5, 7, 12 plus a days pay for the holiday) see overtime legend

(C.W.A.)+

CLASSIFICATION: TILE LAYER (SETTER)

WAGE RATE PER HOUR:	\$32.42
Effective November 5, 2001	\$32.92
Effective June 2, 2001	\$33.52

SUPPLEMENTAL BENEFIT RATE PER HOUR:	\$16.91
Effective November 5, 2001	\$17.41
Effective June 2, 2001	\$18.06

OVERTIME: (1, 5, 8, 13 when any of the following holidays are worked - 2,5,7,8,9,10,11,15,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: off shift work day (work performed outside the regular 8am to 3:30pm workday): shift differential of one and one quarter (1 1/4) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

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OFFICE OF THE COMPTROLLER CITY OF NEW YORK DEPARTMENT OF SOCIAL SERVICES

CLASSIFICATION: TILE FINISHER

WAGE RATE PER HOUR:	\$24.68
Effective December 3, 2001	\$24.83
Effective June 3, 2002	\$25.18

SUPPLEMENTAL BENEFIT RATE PER HOUR:	\$16.75
Effective December 3, 2001	\$17.34
Effective June 3, 2002	\$18.99

OVERTIME: (1, 6, 8, 13 when any of the following holidays are worked - 2,5,7,8,9,10,11,15,16,17,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: off shift work day (work performed outside the regular 8am to 3:30pm workday): shift differential of one and one quarter (1 1/4) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)+

CLASSIFICATION: TIMBERPERSON

WAGE RATE PER HOUR: \$30.54*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$22.97*

*plus \$.88 per hour to be allocated between hourly rate and supplemental benefits

OVERTIME: (2, 5, 8, 13 when any of the following holidays are worked - 2,6,8,9,10,11,13,16,20) see overtime and holiday legends

PAID HOLIDAYS: (1) see holiday legend

SHIFT RATES: off shift work, commencing between 5:00 P.M. and 10:00 P.M., shall work eight and one half hours but will be paid for 9 hours, allowing for one half hour for lunch.

(Carpenters District Council- Local 1536)+

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

OFFICE OF THE COMPTROLLER CITY OF NEW YORK PREVAILING WAGE SCHEDULECLASSIFICATION: TUNNEL WORKERS (Compressed Air Rates)

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefits Per Hour</u>
Blasters, Mucking Machine Operators	\$27.26*	\$29.70*
*Plus \$ 2.35 per hour to be allocated between hourly rate and supplemental benefits		
Tunnel Workers	\$26.33*	\$31.45*
*Plus \$ 2.15 per hour to be allocated between hourly rate and supplemental benefits		
Top Nipper	\$25.84*	\$30.92*
*Plus \$ 2.24 per hour to be allocated between hourly rate and supplemental benefits		
Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender	\$25.37*	\$30.42*
*Plus \$ 2.19 per hour to be allocated between hourly rate and supplemental benefits		
Bottom Bell & Top Bell Signal Person: Shaft Person	\$25.37*	\$30.42*
*Plus \$ 2.19 per hour to be allocated between hourly rate and supplemental benefits		
Changehouse Attendant: Powder Watchperson	\$22.98*	\$27.92*
*Plus \$ 1.99 per hour to be allocated between hourly rate and supplemental benefits		

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16, 19, 20,
22) see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

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OFFICE OF THE COMPTROLLER CITY OF NEW YORK PRESENTS THE WAGE SCHEDULE**TUNNEL WORKERS (Free Air Rates)**

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefits Per Hour</u>
Blasters	\$26.03*	\$31.13*
*Plus \$ 2.25 per hour to be allocated between hourly rate and supplemental benefits		
Tunnel Workers	\$25.43*	\$29.41*
*Plus \$ 2.11 per hour to be allocated between hourly rate and supplemental benefits		
All Others	\$23.01*	\$27.89*
*Plus \$ 1.99 per hour to be allocated between hourly rate and supplemental benefits		

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16, 19, 20, 22) see holiday legend

OVERTIME: (4, 6, 8, 13) see overtime legend
 For Repair-Maintenance Work on Existing Equipment and Facilities - (2, 5, 7, 13) see overtime legend

(Local 147)+

CLASSIFICATION: WELDER

TO BE PAID AT THE RATE OF MECHANICS IN THE TRADE PERFORMING THE WORK.

EFFECTIVE PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

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Prevailing Apprenticeship Rates & Ratios					APPENDIX # 1			
	Effective period: July 1, 2001 through June 30, 2002				(all rates are to be paid hourly unless otherwise noted)			
term -	first 6 months	second 6 months	third 6 months	fourth 6 months	fifth 6 months	sixth 6 months	seventh 6 months	eighth 6 months
BOILERMAKER-								
hourly rate (%age of journeyperson's rate)	65%	65%	70%	75%	80%	85%	90%	95%
supplemental benefits (% of journeyperson's benefits)	65%	65%	70%	75%	80%	85%	90%	95%
ratio of apprentices to journeypersons: 1 to 1 / 1 to 4								
BRICKLAYER-								
hourly rate (%age of journeyperson's rate)		see footnote number #6 below						
supplemental benefits		see footnote number #6 below						
ratio of apprentices to journeypersons: 1 to 1 / 1 to 4								
CARPENTER (building & heavy/highway)-								
hourly rate (%age of journeyperson's rate)	40%	40%	50%	50%	65%	65%	80%	80%
supplemental benefits	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96
ratio of apprentices to journeypersons: 1 to 1 / 1 to 4								
CEMENT MASON-								
hourly rate (%age of journeyperson's rate)	50%	60%	70%	80%	90%	95%		
supplemental benefits	50%	60%	70%	80%	90%	100%		
ratio of apprentices to journeypersons: 1 to 1 / 1 to 4								
DERRICKPERSON & RIGGER (stone)-								
hourly rate (%age of journeyperson's rate)	50%	60%	70%	80%	90%	90%		
supplemental benefits	\$24.91	\$24.91	\$24.91	\$24.91	\$24.91	\$24.91		
ratio of apprentices to journeypersons: 1 to 1 / 1 to 6								
DIVERS/DIVERS TENDERS-								
hourly rate (%age of journeyperson's rate)	40%	40%	50%	50%	65%	65%	80%	80%
supplemental benefits	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96
ratio of apprentices to journeypersons: 1 to 1								

Prevailing Apprenticeship Rates & Ratios					APPENDIX # 1			
Effective period: July 1, 2001 through June 30, 2002					(all rates are to be paid hourly unless otherwise noted)			
term -	first 6 months	second 6 months	third 6 months	fourth 6 months	fifth 6 months	sixth 6 months	seventh 6 months	eighth 6 months
DOCKBUILDER / PILE DRIVER-								
hourly rate (%age of journeyperson's rate)	40%	40%	50%	50%	65%	65%	80%	80%
supplemental benefits	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96
ratio of apprentices to journeypersons: 1 to 1 / 1 to 6								
ELECTRICIAN-								
hourly rate	\$11.25	\$11.25	\$13.55	\$13.55	\$15.40	\$15.40	\$17.10	\$17.10
supplemental benefits	\$7.55	\$7.55	\$8.62	\$8.62	\$9.48	\$9.48	\$10.27	\$10.27
ratio of apprentices to journeypersons: 1 to 1 / 1 to 3								
ELEVATOR (Construction)-								
hourly rate (%age of journeyperson's rate)	50%	60%	65%	70%	75%	75%	75%	75%
ninth six months =		75%						
tenth six months =		75%						
supplemental benefits (Construction)	\$10.41	\$10.41	\$11.95	\$11.95	\$12.86	\$12.86	\$13.78	\$13.78
ninth six months =		\$14.69						
tenth six months =		\$14.69						
ratio of apprentices to journeypersons: 1 to 1 / 1 to 2								
FLOOR COVERER-								
hourly rate (%age of journeyperson's rate)	40%	40%	50%	50%	65%	65%	80%	80%
supplemental benefits	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96	\$15.96
ratio of apprentices to journeypersons: 1 to 1								
GLAZIER-								
hourly rate	40%	40%	50%	50%	60%	60%	80%	80%
supplemental benefits	\$6.25	\$6.25	\$12.00	\$12.00	\$13.43	\$13.43	\$16.29	\$16.29
ratio of apprentices to journeypersons: 1 to 1 / 1 to 3								
IRON WORKER (Structural)-								
hourly rate	\$22.50	\$23.10	\$23.10	\$23.70	\$23.70	\$23.70		
supplemental benefits	\$18.58	\$18.58	\$18.58	\$18.58	\$18.58	\$18.58		
ratio of apprentices to journeypersons: 1 to 1 / 1 to 6								

Prevailing Apprenticeship Rates & Ratios					APPENDIX # 1			
Effective period: July 1, 2001 through June 30, 2002					(all rates are to be paid hourly unless otherwise noted)			
term -	first 6 months	second 6 months	third 6 months	fourth 6 months	fifth 6 months	sixth 6 months	seventh 6 months	eighth 6 months
IRON WORKERS (Ornamental)- hourly rate (%age of journeyperson's rate) supplemental benefits ratio of apprentices to journeypersons: 1 to 1 / 1 to 4	60% \$16.94	65% \$17.24	70% \$17.55	80% \$18.17	85% \$18.48	95% \$19.09		
HEAT & FROST INSULATOR- hourly rate (%age of journeyperson's rate) supplemental benefits (%age of journey- person's supplemental benefit rate) ratio of apprentices to journeypersons: 1 to 1 / 1 to 4	40% 40%	40% 40%	60% 60%	60% 60%	70% 70%	70% 70%	80% 80%	80% 80%
LABORERS (building, concrete, excavating, & common)- hourly rate (%age of journeyperson's rate) supplemental benefits ratio of apprentices to journeypersons: 1 to 1 / 1 to 3	- -	see footnote number #1 below see footnote number #1 below						
MARBLE MECHANICS (polisher, finisher)- hourly rate (%age of journeyperson's rate) supplemental benefits ratio of apprentices to journeypersons: 1 to 1 / 1 to 4	50% 50% of \$6.09 + \$5.80	55% 55% of \$6.09 + \$5.80	60% 60% of \$6.09 + \$5.80	65% 65% of \$6.09 + \$5.80	70% 70% of \$6.09 + \$5.80	80% 80% of \$6.09 + \$5.80	90% 90% of \$6.09 + \$5.80	95% 95% of \$6.09 + \$5.80
MARBLE MECHANICS (cutters & setters)- hourly rate (%age of journeyperson's rate) supplemental benefits ratio of apprentices to journeypersons: 1 to 1 / 1 to 4	50% 50% of \$9.75 + \$5.90	55% 55% of 9.75 + \$5.90	65% 65% of \$9.75 + \$5.90	70% 70% of \$9.75 + \$5.90	80% 80% of \$9.75 + \$5.90	95% 95% of \$9.75 + \$5.90		
MASON TENDER (local 79)- hourly rate supplemental benefits ratio of apprentices to journeypersons: 1 to 1 / 1 to 3		see footnote number #5 below see footnote number #5 below						

Prevailing Apprenticeship Rates & Ratios				APPENDIX # 1				
Effective period: July 1, 2001 through June 30, 2002				(all rates are to be paid hourly unless otherwise noted)				
term -	first 6 months	second 6 months	third 6 months	fourth 6 months	fifth 6 months	sixth 6 months	seventh 6 months	eighth 6 months
METALLIC LATHER-								
hourly rate (or % of journeyperson's rate)	\$20.80	\$20.80	\$23.00	\$23.00	\$26.45	\$26.45	\$29.90	\$29.90
supplemental benefits	\$13.43	\$13.43	\$15.68	\$15.68	\$16.68	\$16.68	\$17.68	\$17.68
ratio of apprentices to journeypersons: 1 to 1 / 1 to 5								
MILLWRIGHT-								
hourly rate (%age of journeyperson's rate)	55%	55%	65%	65%	75%	75%	95%	95%
supplemental benefits	\$16.63	\$16.63	\$18.15	\$18.15	\$20.34	\$20.34	\$22.67	\$22.67
ratio of apprentices to journeypersons: 1 to 1 / 1 to 4								
OPERATING ENGINEER (local 15 IUOE)-								
hourly rate	\$12.84	\$12.84	\$16.05	\$16.05	\$17.66	\$17.66	\$19.26	\$19.26
supplemental benefits	\$9.70	\$9.70	\$9.70	\$9.70	\$9.70	\$9.70	\$9.70	\$9.70
ratio of apprentices to journeypersons: 1 to 1 / 1 to 5								
OPERATING ENGINEER (local 14 IUOE)-								
hourly rate	\$12.84	\$12.84	\$16.05	\$16.05	\$17.66	\$17.66	\$19.26	\$19.26
supplemental benefits	\$9.70	\$9.70	\$9.70	\$9.70	\$9.70	\$9.70	\$9.70	\$9.70
ratio of apprentices to journeypersons: 1 to 1 / 1 to 5								
PAINTER (brush & roller, spray, fire escape, decorator, paperhanger)-								
hourly rate (%age of journeyperson's rate)	\$11.30	\$11.30	\$14.63	\$14.63	\$17.55	\$17.55	\$23.40	\$23.40
supplemental benefits	\$5.65	\$5.65	\$7.28	\$7.28	\$9.55	\$9.55	\$14.00	\$14.00
ratio of apprentices to journeypersons: 1 to 1 / 1 to 3								
PAINTERS / STRUCTURAL STEEL-								
hourly rate (%age of journeyperson's rate)	40%	40%	60%	60%	80%	80%		
supplemental benefits	\$3.50 plus 40% of wages	\$3.50 plus 40% of wages	\$3.50 plus 40% of wages	\$3.50 plus 40% of wages	\$3.50 plus 40% of wages	\$3.50 plus 40% of wages		
ratio of apprentices to journeypersons: 1 to 1 / 1 to 3								

Prevailing Apprenticeship Rates & Ratios					APPENDIX # 1			
<i>Effective period: July 1, 2001 through June 30, 2002</i>					<i>(all rates are to be paid hourly unless otherwise noted)</i>			
term -	first 6 months	second 6 months	third 6 months	fourth 6 months	fifth 6 months	sixth 6 months	seventh 6 months	eighth 6 months
PLASTERER-								
hourly rate (%age of journeyperson's rate)	40%	45%	55%	60%	70%	75%		
supplemental benefits	\$6.13	\$6.92	\$8.48	\$9.27	\$10.83	\$11.62		
ratio of apprentices to journeypersons: 1 to 1 / 1 to 3								
PLASTERER - SKIMCOATER								
hourly rate (%age of journeyperson's rate)	40%	45%	55%	60%	70%	75%		
supplemental benefits (%age of journey- person's supplemental benefit rate)	40%	45%	55%	60%	70%	75%		
ratio of apprentices to journeypersons: 1 to 1 / 1 to 3								
POINTER / CLEANER/ CAULKER (mason)-								
hourly rate	\$15.60	\$15.60	\$18.70	\$18.70	\$22.75	\$22.75	\$27.90	\$27.90
supplemental benefits	\$2.50	\$2.50	\$4.50	\$4.50	\$6.50	\$6.50	\$6.50	\$6.50
ratio of apprentices to journeypersons: 1 to 1 / 1 to 4								
PLUMBER-								
hourly rate	\$8.21	\$8.21	\$11.41	\$11.41	\$13.51	\$13.51	\$16.36	\$16.36
supplemental benefits	\$0.61	\$2.61	\$7.18	\$7.18	\$7.18	\$7.18	\$7.18	\$7.18
ratio of apprentices to journeypersons: 1 to 1 / 1 to 3								
ROOFER-								
hourly rate (%age of journeyperson's rate)	40%	40%	50%	50%	75%	75%		
supplemental benefits (%age of journey- person's supplemental benefit rate)	40%	40%	50%	50%	75%	75%		
ratio of apprentices to journeypersons: 1 to 1 / 1 to 2								
SHEET METAL WORKER-								
hourly rate (%age of journeyperson's rate)	30%	35%	40%	45%	50%	55%	60%	70%
supplemental benefits	\$6.28	\$7.33	\$8.37	\$9.42	\$10.47	\$11.51	\$12.56	\$16.74
ratio of apprentices to journeypersons: 1 to 1 / 1 to 3								

Prevailing Apprenticeship Rates & Ratios					APPENDIX # 1			
Effective period: July 1, 2001 through June 30, 2002					(all rates are to be paid hourly unless otherwise noted)			
term -	first 6 months	second 6 months	third 6 months	fourth 6 months	fifth 6 months	sixth 6 months	seventh 6 months	eighth 6 months
SIGN ERECTOR-								
hourly rate (%age of journeyperson's rate)	35%	40%	45%	50%	55%	60%	65%	70%
ninth 6 months -	75%							
tenth 6 months -	80%							
supplemental benefits (%age of journey- person's supplemental benefit rate)	\$3.61	\$4.04	\$4.48	\$4.91	\$7.34	\$7.77	\$10.21	\$10.84
ninth 6 months -	\$13.07							
tenth 6 months -	\$13.50							
ratio of apprentices to journeypersons: 1 to 1 / 1 to 3								
STEAMFITTER-								
hourly rate (%age of journeyperson's rate)	40%	40%	50%	50%	65%	65%	80%	80%
ninth 6 months -	85%							
tenth 6 months -	85%							
supplemental benefits (%age of journey- person's supplemental benefit rate)	40% of \$23.30+ \$0.32	40% of \$23.30+ \$0.32	50% of \$23.30+ \$0.32	50% of \$23.30+ \$0.32	65% of \$23.30+ \$0.32	65% of \$23.30+ \$0.32	80% of \$23.30+ \$0.32	80% of \$23.30+ \$0.32
ninth 6 months -	85% of \$23.30+ \$0.32							
tenth 6 months -	85% of \$23.30+ \$0.32							
ratio of apprentices to journeypersons: 1 to 1 / 1 to 3								
STONE MASON / SETTER-								
hourly rate (%age of journeyperson's rate)	-	see footnote number #3 below						
supplemental benefits	-	see footnote number #3 below						
ratio of apprentices to journeypersons: 1 to 1 / 1 to 2								
TAPER (drywall)-								
hourly rate (%age of journeyperson's rate)	40%	55%	70%	85%				
supplemental benefits	\$4.86	\$6.69	\$8.51	\$10.34				
ratio of apprentices to journeypersons: 1 to 1 / 1 to 3								

Prevailing Apprenticeship Rates & Ratios					APPENDIX # 1			
Effective period: July 1, 2001 through June 30, 2002					(all rates are to be paid hourly unless otherwise noted)			
term -	first 6 months	second 6 months	third 6 months	fourth 6 months	fifth 6 months	sixth 6 months	seventh 6 months	eighth 6 months
TILE LAYER (SETTER)- hourly rate (%age of journeyperson's rate) supplemental benefits ratio of apprentices to journeypersons: 1 to 1 / 1 to 4	-	see footnote number #4 below see footnote number #4 below						
TIMBERPERSON- hourly rate (%age of journeyperson's rate) supplemental benefits ratio of apprentices to journeypersons: 1 to 1 / 1 to 6	40% \$15.96	40% \$15.96	50% \$15.96	50% \$15.96	65% \$15.96	65% \$15.96	80% \$15.96	80% \$15.96
FOOTNOTE #1 LABORERS (building, concrete, excavating, & common) hourly rate (%age of journeyperson's rate) supplemental benefits ratio of apprentices to journeypersons: 1 to 1 / 1 to 3	*50% \$14.64	*1000 hour terms at the following percentages *60% \$14.64			*90% \$14.64			
FOOTNOTE #2 MASON TENDER (asbestos handler local 78)- hourly rate (%age of journeyperson's rate) supplemental benefits ratio of apprentices to journeypersons: 1 to 1 / 1 to 3	78% \$5.00	*1000 hour terms at the following percentages 80% \$5.00			89% \$5.00			
FOOTNOTE #3 STONE MASON / SETTER hourly rate (%age of journeyperson's rate) supplemental benefits ratio of apprentices to journeypersons: 1 to 1 / 1 to 2	50% \$10.96	*750 hour terms at the following percentages 60% \$10.96			80% \$17.33	90% \$17.33	100% \$17.33	
FOOTNOTE #4 TILE LAYER (SETTER) hourly rate (%age of journeyperson's rate) supplemental benefits ratio of apprentices to journeypersons: 1 to 1 / 1 to 4	*50% *50%	*750 hour terms at the following percentages *55% *55%			*75% *75%	85% 85%	95% 95%	

<u>Prevailing Apprenticeship Rates & Ratios</u>					<u>APPENDIX # 1</u>			
Effective period: July 1, 2001 through June 30, 2002					(all rates are to be paid hourly unless otherwise noted)			
term -	first 6 months	second 6 months	third 6 months	fourth 6 months	fifth 6 months	sixth 6 months	seventh 6 months	eighth 6 months
FOOTNOTE #5								
MASON TENDER (local 79)		*1000 hour terms at the following hourly rates						
hourly rate	\$ 15.55	\$ 15.55	\$ 18.05	\$ 20.55				
supplemental benefits	\$ 7.05	\$ 7.05	\$ 7.05	\$ 7.05				
ratio of apprentices to journeypersons:								
1 to 1 / 1 to 3								
FOOTNOTE #6								
BRICKLAYER		*750 hour terms at the following percentages						
hourly rate (%age of journeyperson's rate)	50%	60%	70%	80%	90%	95%		
supplemental benefits	\$ 8.58	\$ 8.58	\$ 8.58	\$ 8.58	\$ 8.58	\$ 8.58		
ratio of apprentices to journeypersons:								
1 to 1 / 1 to 4								

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CONTRACT NO.

THE CITY OF NEW YORK

**DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

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

Dated _____ **2000** _____

Assigned To _____

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**

ACTING CORPORATION COUNSEL

Dated _____ **2000** _____

EXAMINED AND FOUND CORRECT

**CONTRACT CLERK
COMPTROLLER**

Entered in the Comptroller's Office

Dated _____ **2000** _____

First Assistant Bookkeeper