



Brooklyn Navy Yard  
Development Corporation  
BrooklynNavyYard.org

Building 77  
141 Flushing Ave, Suite 801  
Brooklyn, NY 11205

## **REQUEST FOR PROPOSALS**

### **ELEVATOR MAINTENANCE OVERSIGHT AND INSPECTION SERVICES**

#### **Contact Information:**

David Magdich  
Project Manager  
[dmagdich@bnydc.org](mailto:dmagdich@bnydc.org)  
718-907-5980

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#### **A. EXECUTIVE SUMMARY**

The Brooklyn Navy Yard Development Corporation (“BNYDC”) is issuing this Request for Proposals (this “RFP”) to seek proposals (“Proposals”) from entities (“Respondents”) interested in performing elevator maintenance oversight and inspection services for fifty (50) vertical transportation devices within the Brooklyn Navy Yard campus, as described in more detail in Section E hereto (the “Work”).

Locally Based Enterprises (“LBEs”) and Minority and Women-owned Businesses (“M/WBEs”) are encouraged to respond to this RFP. Respondents are also encouraged, if applicable, to include



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LBEs and M/WBEs as sub-consultants. Any Respondent must identify in its proposal whether it or, if applicable, any of its proposed sub-contractors are LBEs or M/WBEs.

## **B. PERTINENT DATES**

1. A mandatory pre-submission conference will be held at 11:00 AM on Monday, March 31<sup>st</sup>, 2025 at BNYDC's offices, 141 Flushing Avenue, Suite 801, Brooklyn, NY 11205.
2. All Respondents who plan to attend should contact David Magdich via email ([dmagdich@bnydc.org](mailto:dmagdich@bnydc.org)) to provide names of attendees and email addresses so that attendees can receive a visitor barcode for entry into the Brooklyn Navy Yard (the "Yard").
3. All questions are due no later than 4:00 PM on Thursday, April 17 2025.
4. All Proposals are due no later than 4:00 PM on Thursday, April 24, 2025.
5. BNYDC anticipates conducting interviews on or about Monday, May 12, 2025.
6. BNYDC anticipates awarding a Contract on or about Wednesday, June 18, 2025.
7. BNYDC anticipates the Work will start on or about Tuesday, July 1, 2025.

## **C. BNYDC BACKGROUND**

BNYDC is a not-for-profit corporation that serves as the real estate developer and property manager of the Yard on behalf of its owner, the City of New York (the "City"). The 300-acre industrial park on the Brooklyn waterfront is home to over 400 businesses employing more than 7,000 people and generates over \$2 billion per year in economic impact for New York City. BNYDC's mission is to fuel New York City's economic vitality by creating and preserving quality jobs, growing the City's modern industrial sector and its businesses, and connecting the local community with the economic opportunity and resources of the Yard.

## **D. WORK BACKGROUND INFORMATION AND CONTEXT**

BNYDC operates fifty (50) vertical transportation devices (the "Elevators") in fifteen (15) buildings throughout the 300-acre campus. Currently, two (2) elevator maintenance vendors, Nouveau Elevator and Metro Elevator, perform the required upkeep on these devices and three (3) resident mechanics are on site Monday through Friday to complete the required maintenance.

## **E. SCOPE OF WORK**

The selected consultant shall perform Managed Elevator Services ("MES"), Category 1 and Category 5 Inspection Services ("CAT1s" and "CAT5s", respectively) and Periodic Vertical Transportation Inspection Services ("PVTs") for the Elevators, as described below. The Elevators serviced may be divided up amongst different maintenance vendors for some or all of the contract term. This may result in duplication of service by the selected consultant, such as meeting with various parties individually for a similar purpose or creating additional reports and meeting minutes in order to segregate information by the applicable vendor.

### I. Managed Elevator Services (MES):



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1. Maintenance Audit and Review Tracking: The selected consultant shall survey the Elevators and associated equipment within forty-five (45) days of contract signing and summarize its findings within ninety (90) days of contract signing in the deliverable task '**Elevator Conditions Report**', and deliver the Elevator Conditions Report to BNYDC. These tasks will be repeated annually during each year of the contract or renewal period, but the deadlines shall begin from the applicable anniversary of the date of contract signing. The Elevator Conditions Report shall include a summary of the following actions to be performed by the selected Consultant:
  - i. Determine and catalog equipment data, floors serviced, cab capacity and general equipment configuration.
  - ii. Identify equipment performance, operational and maintenance deficiencies as observed on the inspection survey.
  - iii. Review shutdown reports from the previous twelve (12) months and issue a recommendation for spare parts to be kept on site by the elevator maintenance vendor.
  - iv. Review the existing elevator maintenance agreement(s) and provide recommendations for alterations to required services.
  - v. Estimate remaining life assessments for major device components, including recommended dates for future capital modernization projects based on the assessment.
  - vi. Photograph and catalogue deficiencies, organized by device and building, to be summarized in deliverable task '**Deficiency Summary Report**' including recommended actions to remedy deficiencies and the estimated costs to do so. The Deficiency Summary Report must be delivered with and attached to the Elevator Conditions Report within ninety (90) days of contract signing.
  - vii. Provide guidance regarding covered versus non-covered deficiencies and coordinate with the elevator maintenance vendor(s) to create a deliverable task '**Remedy Schedule**', which will consist of a schedule proposing a plan for how completion of remedies for all covered items will be accomplished, within ninety (90) days of providing the Deficiency Summary Report.
2. Invoice and Proposal Review and Approval:
  - a. The selected consultant shall review all invoices and proposals from the elevator maintenance vendor(s) within forty-eight (48) hours of receipt, including those for contract work as well as out-of-contract repairs and damages resulting from misuse. Such review shall include the following:
    - i. Invoices and proposals will be cross checked against the applicable elevator maintenance contract for validity.
    - ii. Invoices and proposals will be reviewed for accuracy in necessity, rates and hours.



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- iii. Invoices and proposals will be clearly stamped 'approved' or 'not approved' and sent to BNYDC after review and preliminary negotiation with elevator maintenance vendor(s).
3. Meetings between BNYDC and Selected Consultant. During each year of the contract term and during any renewal periods, the selected consultant shall attend four (4) in-person owner representative meetings between BNYDC and the selected consultant at fifteen (15) days, ninety (90) days, one-hundred eighty (180) days and two-hundred seventy (270) days after contract signing or the anniversary of contract signing, as applicable, to discuss general vertical transportation questions, planning and strategies to improve maintenance contractor performance and reduce total cost of overall elevator operations. The selected consultant shall create and submit meeting minutes to BNYDC for review and approval within forty-eight (48) hours of each meeting.
  - a. 15-Day Meeting Agenda
    - i. The elevator maintenance vendor(s) must create and submit a **'Quality Plan'** within 90 days of the commencement date of the elevator maintenance agreement as indicated in Section VIII.A.a. of the elevator maintenance contract. At the 15-Day Meeting, BNYDC will review and approve/request changes to the plan after discussing the elevator maintenance vendor's Quality Plan with the selected consultant. The Consultant shall monitor the elevator maintenance vendor's progress on its Quality Plan monthly following acceptance.
  - b. 90-Day Meeting Agenda
    - i. A semi-annual assessment of the elevator maintenance vendor's implementation of the Quality Plan will be submitted by the elevator maintenance vendor as indicated in Section VIII.A.c. of the elevator maintenance contract. At the 90-Day Meeting, BNYDC will review this report with the selected consultant and coordinate appropriate communication to the elevator maintenance vendor regarding the results.
    - ii. A semi-annual assessment of the contractor's performance by BNYDC and its tenants will be conducted gathered and formalized by the contractor as indicated in the elevator maintenance contract Section VIII.A.d. At the 90-Day Meeting, BNYDC will review this report with the consultant and coordinate appropriate communication to the contractor regarding the results.
    - iii. All covered deficiency repairs are to be remedied within 180 days as per the contract that will be signed with the selected consultant. At the 90-Day meeting, the selected consultant will provide a record of the repairs that have been made by the elevator maintenance vendor(s) and their dates of completion. Any covered deficiencies that



have not been remedied by the appropriate elevator maintenance vendor will be reviewed and communicated to the vendor. The proposed method of addressing non-covered deficiencies will be memorialized in minutes of this meeting.

c. 180-Day Meeting Agenda

- i. An annual report regarding the status of each elevator and the elevator maintenance vendor's compliance with contract requirements must be created and delivered by the elevator maintenance vendor as indicated in Section VIII.A.b. of the elevator maintenance contract. At the 180-Day Meeting, BNYDC will review this report with the selected consultant and coordinate appropriate communication to the elevator maintenance vendor regarding the results.
- ii. All covered deficiency repairs are to be remedied by this time in the contract term as per the contract that will be signed with the selected consultant. At the 180-Day Meeting, the selected consultant will provide a record of the repairs that have been made by the elevator maintenance vendor(s) and their dates of completion. Any covered deficiencies that have not been remedied will be reviewed and communicated to the elevator maintenance vendor. The proposed method of addressing non-covered deficiencies will be memorialized in minutes of this meeting.

d. 270-Day Meeting Agenda

- i. A semi-annual assessment of the elevator maintenance vendor's implementation of the Quality Plan will be submitted by the elevator maintenance vendor as indicated in Section VIII.A.c. of the elevator maintenance contract. At the 270-Day Meeting, BNYDC will review this report with the selected consultant and coordinate appropriate communication to the elevator maintenance vendor regarding the results.
- ii. A semi-annual assessment of the elevator maintenance vendor's performance by BNYDC and its tenants will be conducted gathered and formalized by the contractor as indicated in the maintenance contract Section VIII.A.d. At the 270-Day Meeting, BNYDC will review this report with the consultant and coordinate appropriate communication to the vendor regarding the results.
- iii. All covered deficiency repairs are to be remedied by this time in the contract term as per the contract that will be signed with the selected consultant. At the 270-Day Meeting, the selected consultant will provide a record of the repairs that have been made by the elevator



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maintenance vendor(s) and their dates of completion. Any covered deficiencies that have not been remedied will be reviewed and communicated to the elevator maintenance vendor. The proposed method of addressing non-covered deficiencies will be memorialized in minutes of this meeting.

4. Deficiency Status Report. The selected consultant shall provide a weekly digital spreadsheet called the '**Deficiency Status Report**' based on the Deficiency Summary Report that tracks progress of all deficiency correction activities with classifications such as "Completed," "In-Progress," "Owner Review," "On-Hold," etc. and include any estimated costs and target dates to begin and complete corrective actions. In order to update and maintain the Deficiency Status Report on a weekly basis the selected consultant must dispatch a field employee to the premises to observe the equipment in person (each, a "Site Visit"). The selected consultant must arrange for fifty-two (52) full-day Site Visits once per week during each year of the contract, and any subsequent renewal periods. The Site Visits are to be conducted by an individual who is wholly employed by the selected consultant and maintains either a NYS Elevator Mechanic's License, a NYC Elevator Mechanic's License, a NYC Elevator Inspector License or a NYC Elevator Agency Director License. In addition, the field employee must be able to demonstrate familiarity with the type of equipment in service at the Yard, which include, but are not limited to, the Thyssenkrupp and Otis devices, proprietary MRL equipment and 10,000 LB capacity freight elevators with dual openings utilizing both Courion and Peele door systems. The field employee meeting staffing criteria above must visit all Elevators being serviced under this contract on a monthly basis. If additional visits in excess of the 52 full-day Site Visits are necessary to physically inspect all Elevators on a monthly basis the selected consultant will provide this service at no additional charge. The field employee shall be available to BNYDC management while on site for weekly visits to create situation reports in case of emergency and/or extended or repeated shutdowns as requested. The weekly Deficiency Status Report must be delivered within forty-eight (48) hours of each full-day Site Visit. Additional tasks to correct deficiencies are to be added to the Deficiency Status Report as they arise throughout the contract term and the selected consultant will be fully responsible for maintaining, updating and distributing the Deficiency Status Reports to BNYDC and the elevator maintenance vendor(s).

In addition to tracking resolution of deficiencies as described above, the Deficiency Status Report will include a spreadsheet with metrics qualifying 'trouble' elevators as described in Task 5.c below that will also be updated on a weekly basis.

5. Meetings between BNYDC, Selected Consultant, and Elevator Maintenance Vendor(s). The selected consultant shall attend twelve (12) monthly coordination meetings during each year of the contract term and any subsequent renewal periods with both the elevator maintenance vendor(s) and BNYDC. The selected consultant will create and submit meeting minutes to BNYDC for review within forty-eight (48) hours of any



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meeting before distributing to the elevator maintenance vendor(s). Each monthly meeting must address the following topics:

- a. Review the vendor's monthly performance report and the discrepancy rate for performance requirements as established by the elevator maintenance contract.
  - b. Review work tickets from monthly maintenance logs to ensure an acceptable amount of maintenance is being performed on each device.
  - c. Review monthly shutdown and entrapment logs to isolate 'trouble' elevators and provide recommendation for troubleshooting or repair. 'Trouble' elevators will be designated as such if any one of the following should occur:
    - i. More than one (1) entrapment in any three (3) month period; or
    - ii. Mean Time Between Callbacks (MTBC) exceeds the minimum of 91 days; or
    - iii. The average equipment availability for beneficial use during the hours of 7:00 AM to 7:00 PM Monday through Friday drops below 90%. Metrics for identifying 'trouble' elevators must be maintained by the selected consultant and be updated and distributed in the weekly 'Deficiency Status Report'.
  - d. Review spare parts recommendations and confirm quantity of recommended spare parts on site. A spreadsheet indicating the confirmed spare parts on site will be attached to the minutes of each meeting.
  - e. Review the 'Deficiency Status Report' and include progress tracking for major repairs in the meeting minutes to ensure timely completion.
6. Call Tracking Email Address. The selected consultant will provide a dedicated email address for call tracking as follows:
- a. Create a group email address for BNYDC elevators. The address will accept email from any outside source and automatically distribute all correspondence to the selected consultant's team, BNYDC and the elevator maintenance vendor's team.
7. Phone Technical Support. The selected consultant must provide unlimited technical support via phone during regular business hours (7:00 AM to 7:00 PM Monday through Friday).
8. Emergency Support. In the event of an emergency, BNYDC will be provided with the cell phone contact of a senior manager of the selected consultant's firm available 24 hours per day and 7 days per week. The selected consultant must commit to dispatching a field employee meeting all staffing criteria set forth in Section E.4 above to the property within 24 hours of any request from BNYDC. This requirement is maintained in the event of an emergency and does not apply to routine troubleshooting and device outages. This service must be provided during and after regular working hours and will be eligible as a billable expense outside the base contract value.



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9. Report Guidelines. All reports submitted to BNYDC from the selected consultant must be type written on company letterhead. Reports shall include photographs when applicable and be received within 24 hours of visiting the site.
10. Troubleshooting Guidelines. The selected consultant must have a field employee on standby while the elevator mechanic utilizes troubleshooting and diagnostic tools, including proprietary software and handheld instrumentation to capture fault logs and check error codes from the elevator controllers. Following any troubleshooting activity, the selected consultant will issue a detailed report within forty-eight (48) hours including the following:
  - a. The Field Employee's determination as to the cause of the failure
  - b. Detailed recommendation for procedure to correct the failure
  - c. Photographs of mechanical failure
  - d. Excerpts from fault/error logs
11. 'Trouble' Elevator Resolution. The selected consultant will provide onsite technical support as follows:
  - a. An in-person review of 'trouble' elevators, once designated as such as described above, and that the elevator maintenance vendor has not remedied within fifteen (15) days.
  - b. Issue formal written recommendation to BNYDC for 'trouble' elevator resolution following any instance of onsite technical support.

## II. Category 1 and Category 5 Inspection Services (CAT1s/CAT5s)

1. Witness to Tests. The selected consultant must witness all necessary Category 1 and Category 5 tests as required by the New York City Department of Buildings ("NYCDOB") within the contract term and any subsequent renewal terms. A matrix of recent test dates has been provided for reference as Exhibit H to this RFP, however the selected consultant is responsible for correctly verifying the dates and quantities of CAT1s and CAT5s that will be required under the contract.
2. Test Scheduling. The selected consultant will coordinate with the elevator maintenance vendor and establish a schedule for CAT1 and CAT5 tests and inspections within thirty (30) days of contract award. The schedule will be issued to BNYDC for review prior to acceptance.
3. Fees. All filing fees associated with CAT1 and CAT5 testing to be paid by the selected consultant as a reimbursable expense. BNYDC will refund the selected consultant for all filing fees with proof of payment.
4. NYCDOB Forms. All NYCDOB forms will be completed and submitted as follows:
  - a. Selected consultant receives digital ELV-3 forms identifying test results from the elevator maintenance vendor via DOB NOW online website.
  - b. The elevator maintenance vendor signs the ELV-3 forms on the DOB NOW online website.





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- c. Selected consultant verifies results provided by the elevator maintenance vendor on the ELV-3 and signs the form on the DOB NOW online website for third-party witness.
- d. BNYDC owner representative signs the ELV-3 forms on the DOB NOW online website.
- e. ELV-3 form is processed on the DOB NOW online website by the elevator maintenance vendor after all signatures are applied.

### III. Periodic Vertical Transportation Inspection Services (PVTs)

1. Annual periodic inspections (also known as "PVT" inspections previously conducted by inspectors under contract with NYCDOB) will be performed by the selected consultant for all Elevators identified by this RFP in Exhibit G (Existing Equipment List). The selected consultant will follow the following process for each PVT:
  - a. A proposed schedule of PVT inspections will be submitted to BNYDC within thirty (30) days of contract signing for acceptance.
  - b. Following acceptance of the schedule by BNYDC, inspections will be completed by the selected consultant. Note: the elevator maintenance vendor(s) cannot perform this inspection and does not participate in it at any point.
  - c. The selected consultant will file the results of the periodic inspection with the NYCDOB within fourteen (14) days of completion. Results will immediately be made available to the BNYDC's owner representative and the elevator maintenance vendor.
  - d. The selected consultant will issue a formal declaration of defects requiring correction to the elevator maintenance vendor and the BNYDC's owner representative within forty-eight (48) hours of completing the inspection. The elevator maintenance vendor must then resolve the defect within ninety (90) days and file an Affirmation of Correction (AOC) within fourteen (14) days of correction, and the selected consultant will monitor and track this process through its completion.
  - e. All filing fees associated with Periodic Testing are to be paid by the selected consultant as a reimbursable expense. BNYDC will reimburse the selected consultant for all filing fees with proof of payment.
  - f. Annual PVTs for each of the Elevators must be performed between January 1 and December 31 of each year at a minimum of three (3) months from the date of any CAT1 or CAT5 test or previous PVT inspection for each device.

## **F. PROPOSAL SUBMISSION REQUIREMENTS**

Each Respondent to this RFP must submit its Proposal on or prior to the Proposal Deadline following the submission procedure set forth in this RFP.



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The Proposal must include:

1. Respondent's summary of scope of services proposed
2. Resumes and Qualifications for Key Personnel (Senior Manager, Field Employees)
3. Company Brochure indicating total number of employees and services provided
4. Account profiles of similar agreements, current or previous, including device quantities and types
5. A completed fee proposal form and fees for and descriptions of any additional services proposed by the respondent.

In addition to the information described above, Respondent's Proposal must include:

- Declaration of Understanding (attached as [Exhibit A](#) hereto)
- Confirmation of PASSPort compliance (attached as [Exhibit B](#) hereto)
- Doing Business Data Form (attached as [Exhibit C](#) hereto)
- M/WBE Information Form (attached as [Exhibit D](#) hereto)
- Acknowledged receipt of any Addendum to this RFP by attaching a signed copy of the Addendum to Respondent's Proposal.
- If a Respondent desires any material or substantive change(s) to the form of Contract (attached as [Exhibit E](#) hereto), Respondent must include any such proposed change(s) in its response to this RFP.

## **G. PROPOSAL ADMINISTRATION**

### **1. Pre-Submission Conference:**

A mandatory pre-submission conference will be held at 11:00 AM on Monday, March 31<sup>st</sup>, 2025 at BNYDC's offices, 141 Flushing Avenue, Suite 801, Brooklyn, NY 11205. Attendance at the mandatory pre-submission conference is a condition precedent to BNYDC acceptance of a Proposal. Therefore, if you have not attended the mandatory pre-submission conference, do not submit a Proposal.

### **2. Inquiries:**

Any questions or explanation desired by Respondents regarding the meaning or interpretation of this RFP must be emailed and received by BNYDC no later than seventeen (17) days after the date of the pre-submission conference (4:00 PM on Thursday, April 17, 2025). BNYDC will evaluate the need to respond to inquiries. No verbal responses will be provided, and any information given to a prospective Respondent will be furnished to all prospective Respondents as an addendum to the RFP (an "Addendum"). All questions must be directed to:

David Magdich  
Project Manager  
[dmagdich@bnydc.org](mailto:dmagdich@bnydc.org)



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3. Submission Deadline:

Respondents shall deliver five (5) hard copies and one (1) PDF version by USB flash drive on or before 4:00 PM on Thursday, April 24, 2025 (the "Proposal Deadline"). Any Proposal received after the Proposal Deadline will be considered for evaluation solely at the discretion of BNYDC. Proposals shall be delivered to:

David Magdich

Project Manager

Building 77, 141 Flushing Avenue, Suite 801, Brooklyn, NY 11205

[dmagdich@bnydc.org](mailto:dmagdich@bnydc.org)

4. Addenda:

Receipt of an Addendum to this RFP must be acknowledged by attaching a signed copy of the Addendum to the Proposal. Any Addendum shall become a part of the requirements for this RFP.

## H. SELECTION PROCESS

Proposals will be evaluated and scored by the selection committee prior to determining the selected consultant. The evaluation criteria utilized to score the proposals will include the following:

- i. Respondent's comprehension of scope
- ii. Qualifications of designated personnel
- iii. Company size and capacity
- iv. General organization and completeness
- v. Related experience with similar accounts
- vi. Fee proposal

Upon selection, the successful Respondent must execute a Contract for the Work substantially in the form attached hereto as Exhibit E (the "Contract"). If a Respondent desires any material or substantive change(s) to the Contract, it must include any such proposed change(s) in its response to this RFP. The contents of the selected Proposal, together with this RFP and any formal questions and answers provided during the Proposal processes, may be incorporated into any final Contract at BNYDC's discretion. The anticipated Contract length is two (2) years with a possibility of three (3) one-year extensions, for a potential total of five (5) years.

## I. MISCELLANEOUS CONDITIONS

1. Non-binding Acceptance of Qualifications: This RFP does not commit BNYDC to award a contract for any work or services described herein.
2. Incurring Costs: BNYDC is not liable for any costs incurred in the preparation of a response to this RFP.
3. Modifications: Respondents may be asked to make such revisions, additions or deletions to their Proposals as may be required by BNYDC.



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4. Reserved Rights: All Proposal material submitted becomes the property of BNYDC and BNYDC reserves the right at its sole discretion to:
  - a. Reject any and all Proposals received in response to this RFP at any time prior to signing of a contract with respect to the Work;
  - b. Award a contract to other than the lowest fee Respondent;
  - c. Waive, modify or correct any irregularities in Proposals received, after notification to the Respondent;
  - d. Change the structure of the proposed fee, if such is in the interest of BNYDC;
  - e. Negotiate the final scope, staff participation, and fee before entering into contract with successful Respondent;
  - f. Revise the fee as BNYDC may require subsequent to receipt of a competitively bid proposal for the Work;
  - g. Extend the time for submission of all Proposals after notification to all prospective Respondents;
  - h. Terminate negotiations with a selected Respondent and select the next most responsive Respondent, or take such other action as deemed appropriate if negotiations fail to result in a signed contract within a reasonable amount of time from the commencement of negotiations;
  - i. Terminate or modify the RFP process at any time and reissue the RFP;
  - j. Approve or reject any sub-consultants proposed by the Respondent; and
  - k. Request a change of any sub-consultant at any time in the contract process.
5. Contractual Requirements:
  - a. Any Respondent awarded a contract as a result of this RFP process will be required to sign a Contract substantially in the form as attached hereto as Exhibit E, except as otherwise provided for in this RFP.
  - b. Any information which may have been released verbally or in writing prior to the issuance of the RFP shall be deemed preliminary in nature and bind neither BNYDC nor the Respondent.
  - c. Any Respondent awarded a contract as a result of this RFP will be required to obtain clearance through the City's Procurement and Sourcing Solutions Portal ("PASSPort"). PASSPort moves the VENDEX process online, eliminating paper submissions. Since PASSPort clearance is a pre-requisite to BNYDC's award of a contract, Respondents are required to be registered and up-to-date in PASSPort prior to submitting their response to this RFP and to include their PASSPort identification number with submission of their Proposal. Non-compliance with these submission requirements shall result in the disqualification of the Proposal and/or the Respondent and/or the cancellation of any contract after its award.
  - d. Notice to Vendors: Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete



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the Doing Business Data Form attached as Exhibit C hereto and return it with this proposal. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

**BNYDC appreciates your interest in this RFP and looks forward to receiving your Proposal.**



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**EXHIBIT A  
 DECLARATION OF UNDERSTANDING**

**DECLARATION OF UNDERSTANDING**

By signing in the space provided below, the undersigned certifies that the Respondent (i) has read and understands the scope and requirements of the Work, as described in the RFP and all attachments; (ii) has the capacity to execute the Work, (iii) agrees to accept payment in accordance with the requirements of this RFP and the standard Contract, attached hereto as Exhibit E, and (iv) will, if its Proposal is accepted, enter into the attached Contract with the Brooklyn Navy Yard Development Corporation.

The undersigned further stipulates that the information in his/her Proposal is, to the best of his/her knowledge, true and accurate.

\_\_\_\_\_  
 Authorized Signature, Title Date

\_\_\_\_\_  
 Consultant Firm

\_\_\_\_\_  
 Business Address

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Telephone Number Fax Number

\_\_\_\_\_  
 Federal Tax Identification Number

- Corporation       Partnership
- Individual         Other (State)

\_\_\_\_\_  
 (Seal, if a Corporation)



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## **EXHIBIT B CONFIRMATION OF PASSPORT COMPLIANCE**

### **CONFIRMATION OF PASSPORT COMPLIANCE**

The Respondent shall submit this Confirmation of PASSPort Compliance, which replaces VENDEX, and shall include its PASSPort identification number. All VENDEX processes are now completed in the PASSPort Portal, this replaces the paper forms. Please register and complete new questionnaires as soon as possible. PASSPort will not be importing any information from VENDEX. The main purpose of PASSPort is to be a completely paperless interactive system.

Please access to the NYC.gov PASSPort website thru the link below:

<https://www.nyc.gov/site/mocs/passport/about-passport.page>



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### CONFIRMATION OF PASSPORT COMPLIANCE

The Proposer shall submit this Confirmation of PASSPort Compliance

Name of Proposer: \_\_\_\_\_

Proposer's Federal Tax ID: \_\_\_\_\_

Proposer's Address: \_\_\_\_\_

Proposer's Telephone Number: \_\_\_\_\_

Proposer's Fax Number: \_\_\_\_\_

Date of Proposal Submission: \_\_\_\_\_

Project ID: \_\_\_\_\_

**PASSPort Compliance:** To demonstrate compliance with PASSPort requirements, the Proposer shall complete either Section (1) or Section (2) below, whichever applies.

(1) **Submission of Questionnaires:** By signing in the space provided below, the Proposer certifies that as of the date specified below, the Proposer has submitted PASSPort Questionnaires to the PASSPort website thru the link below: <https://www.nyc.gov/site/mocs/passport/about-passport.page>

Date of Submission: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Partner or corporate officer)

Print Name: \_\_\_\_\_

(2) **Submission of Certification of No Change:** By signing in the space provided below, the Proposer certifies that they have read and follow the instructions on the PASSPort website.

By: \_\_\_\_\_

(Signature of Partner or corporate officer)

Print Name: \_\_\_\_\_





Brooklyn Navy Yard  
Development Corporation  
BrooklynNavyYard.org

Building 77  
141 Flushing Ave, Suite 801  
Brooklyn, NY 11205

**EXHIBIT C**  
**DOING BUSINESS DATA FORM**

[to attach]

To be completed by the City agency prior to distribution Agency \_\_\_\_\_ Transaction ID \_\_\_\_\_

**Check One**

**Transaction Type (check one)**

- Proposal  Award  Concession  Economic Development Agreement  Franchise  Grant  Pension Investment Contract  Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

**Please return the completed Data Form to the City office that supplied it.** Please contact the Doing Business Accountability Project at [DoingBusiness@mocs.nyc.gov](mailto:DoingBusiness@mocs.nyc.gov) or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

**Entity Information**

*If you are completing this form by hand, please print clearly.*

Entity EIN/TIN \_\_\_\_\_ Entity Name \_\_\_\_\_

**Filing Status**

**(Select One)**

**NEW:** Data Forms submitted now must include the listing of **organizations**, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

- Entity has never completed a Doing Business Data Form. Fill out the entire form.  
 Change from previous Data Form dated \_\_\_\_\_. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.  
 No Change from previous Data Form dated \_\_\_\_\_. Skip to the bottom of the last page.

**Entity is a Non-Profit**  Yes  No

**Entity Type**  Corporation (any type)  Joint Venture  LLC  Partnership (any type)  Sole Proprietor  Other (specify) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

*Provide your e-mail address in order to receive notices regarding this form by e-mail.*

**Principal Officers**

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

**Chief Executive Officer (CEO) or equivalent officer**

This position does not exist

*The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.*

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former CEO \_\_\_\_\_ on date \_\_\_\_\_

**Chief Financial Officer (CFO) or equivalent officer**

This position does not exist

*The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.*

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former CFO \_\_\_\_\_ on date \_\_\_\_\_

**Chief Operating Officer (COO) or equivalent officer**

This position does not exist

*The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.*

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former COO \_\_\_\_\_ on date \_\_\_\_\_

**Principal Owners**

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

**There are no owners listed because (select one):**

- The entity is not-for-profit
- The entity is an individual
- No individual or organization owns 10% or more of the entity

Other (explain) \_\_\_\_\_

**Individual Owners (who own or control 10% or more of the entity)**

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

**Organization Owners (that own or control 10% or more of the entity)**

Organization Name \_\_\_\_\_

Organization Name \_\_\_\_\_

Organization Name \_\_\_\_\_

**Remove the following previously-reported Principal Owners**

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

**Senior Managers**

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

**Senior Managers**

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

**Remove the following previously-reported Senior Managers**

Name \_\_\_\_\_ removal date \_\_\_\_\_

Name \_\_\_\_\_ removal date \_\_\_\_\_

**Certification**

I certify that the information submitted on these two pages and \_\_\_\_\_ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name \_\_\_\_\_ Title \_\_\_\_\_

Entity Name \_\_\_\_\_ Work Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



Brooklyn Navy Yard  
Development Corporation  
BrooklynNavyYard.org

Building 77  
141 Flushing Ave, Suite 801  
Brooklyn, NY 11205

**EXHIBIT D**  
**M/WBE INFORMATION FORM**

[to attach]



Brooklyn Navy Yard  
Development Corporation  
BrooklynNavyYard.org

Building 77  
141 Flushing Avenue, Suite 801  
Brooklyn, NY 11205

Dear Vendor:

The Brooklyn Navy Yard Development Corporation is compiling statistical data on companies that provide construction, professional services, standard services, and goods to our company so that we can comply with the New York City Local Law (LL 129). Please complete the attached information sheet and return it alongside your vendor information forms.

If you are a minority or woman-owned business enterprise (M/WBE) but are not yet certified by the City of New York we strongly urge you to do so. The city has an aggressive program to help certified M/WBEs and it is in your best interest to get certified. For more information on getting certified, we suggest that you call the New York City Department of Small Business Services' Certification Hotline at (212) 513-6311. Addition information can also be obtained through the City's website at: [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified).

We sincerely appreciate your cooperation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian Linett', with a long horizontal flourish extending to the right.

Brian Linett

Sr. Vice President & Controller



Brooklyn Navy Yard  
Development Corporation  
BrooklynNavyYard.org

Building 77  
141 Flushing Avenue, Suite 801  
Brooklyn, NY 11205

### Vendor Information Form

Name:

Company Title:

Company Name:

Company Address:

Federal Tax ID / SSN:

Email:

Telephone:

Business type: Select One

- Individual/Sole Proprietor  
 Corporation

- Partnership  
 Other

Business category: Select One

- Construction  
 Professional Services  
 Standard Services  
 Other

- Construction Subcontract  
 Professional Services Subcontract  
 Goods

### Business Demographics

*A minority- and women- owned business enterprise (M/WBE) is a business owned (51% or greater) by an owner that identifies as Asian-Indian, Asian-Pacific, Black, Hispanic, Native American, and/or female.*

Majority owner M/WBE?  Yes  No

Majority owner female?  Yes  No

Designated MBE Group (select one - if N/A, please leave blank):

- Asian - Indian  
 Asian - Pacific  
 Black  
 Hispanic  
 Native American

City or state certification (select all that apply):

- Minority and Women-owned Business Enterprise (M/WBE)  
 Locally Based Enterprise (LBE)  
 Emerging Business Enterprise (EBE)  
 Service-Disabled Veteran-Owned Small Business (SDVOB)

Certification Number:



Brooklyn Navy Yard  
Development Corporation  
[BrooklynNavyYard.org](http://BrooklynNavyYard.org)

Building 77  
141 Flushing Ave, Suite 801  
Brooklyn, NY 11205

**EXHIBIT E**  
**FORM OF CONTRACT**

**CONSULTING AGREEMENT  
BETWEEN**

[\_\_\_\_\_]

**AND**

**BROOKLYN NAVY YARD DEVELOPMENT CORPORATION  
BNYDC CONTRACT NO. [\_\_\_\_\_]**

This **Consulting Agreement** (the "Agreement") is dated as of [\_\_\_\_\_] , 20\_\_ (the "Effective Date") by and between [\_\_\_\_\_] , located at [\_\_\_\_\_] ("Consultant") and **BROOKLYN NAVY YARD DEVELOPMENT CORPORATION**, a New York not-for-profit corporation with a business address at Building 77, 141 Flushing Avenue, Suite 801, Brooklyn, New York 11205 ("BNYDC").

**WHEREAS**, BNYDC desires to retain the services of Consultant to perform certain services described in Exhibit A attached hereto and Consultant is willing to render such services pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Services. Consultant will render to BNYDC the services (the "Services") set forth in Exhibit A. Consultant shall furnish its best skill, judgment, business administration and management in performing the Services and perform the Services in a manner so as to permit their completion diligently and expeditiously in accordance with the highest professional standards. Consultant's performance under this Agreement shall be judged by standards typical of consultants in the same or similar practice areas in the New York City Statistical Metropolitan Area ("NYCSMA"). The Services shall not be amended without the prior written approval of BNYDC. Consultant, at its own expense, shall secure all supplies, materials and equipment required to perform and complete the Services. Consultant shall be solely responsible for the means and methods and the safety and protection of all its employees and shall be liable for any injuries which may occur to such employees due to the act, omission, negligence, fault or default of Consultant, to the extent thereof.

2. Term. This term of this Agreement shall commence on [the date hereof] and expire on [\_\_\_\_\_] , 20\_\_], unless extended to a later date or terminated at an earlier date pursuant to the terms of this Agreement.

3. Compensation. Consultant shall receive, as sole compensation for the full and timely performance of all the Services hereunder, the amount set forth in Exhibit B attached hereto, payable at such time(s) and in such manner as set forth in Exhibit B. Such payment shall be



made in accordance with the schedule set forth in Exhibit B, with full payment to be made promptly after full performance of all Services and the delivery to BNYDC of all required deliverables. Requisitions shall be in a form acceptable to BNYDC and shall be supported by all appropriate and necessary documentation or other evidence relating to the amounts set forth in the Requisition, as BNYDC may require including, but not limited to invoices, receipts and vouchers from subcontractors and suppliers and where applicable, the time sheets and/or certified payroll reports of Consultant's staff. By virtue of making payments to Consultant, BNYDC shall not be deemed to have released Consultant from any claim or liability, or to have waived any cause of action arising from any breach of this Agreement. Upon acceptance by Consultant of the final payment, Consultant agrees that it shall be deemed to have fully released BNYDC and the City from any and all claims, demands and causes of action whatsoever which Consultant has or may have against BNYDC or the City in connection with this Agreement and, upon the request of BNYDC, shall execute a release to such effect.

4. Tax Withholding. BNYDC shall not deduct withholding federal, state and local taxes and will issue the appropriate tax form(s) at year-end. BNYDC shall not be responsible for the payment of or reimbursement to Consultant of any charges or taxes which may hereafter be imposed or levied with respect to this Agreement or the Services described herein.

5. Independent Contractor. This Agreement shall not be construed to make either Consultant or BNYDC an agent of or joint venturer with the other. In addition, it is expressly understood and agreed that Consultant is an independent contractor and not an employee of BNYDC and in no event shall Consultant be entitled to any fringe benefits, worker's compensation, New York State disability benefits, unemployment insurance or any other benefits, pension, payments or rights from BNYDC. Neither Consultant nor any of its employees nor any of its subcontractors is or shall be an agent, servant or employee of the City of New York (the "City") by virtue of such contract or by virtue of any approval, permit, license, grant, right or other authorization given by the City or any of its officers, agents or employees. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless BNYDC and the City and their respective officers, officials, agents and employees from any and all liability that BNYDC and/or the City may incur for state, federal, and local income tax withholding contributions, failure to file, worker's compensation and any other employer liability arising out of BNYDC's use of Consultant under this Agreement.

6. Confidential Information. Information disclosed to Consultant prior to and under this Agreement is considered by BNYDC to be secret or proprietary ("Proprietary Information"), and Consultant agrees to maintain the Proprietary Information in confidence. Proprietary Information shall be used by Consultant only in connection with the Services rendered under this Agreement. The provisions of this Paragraph shall survive any termination of this Agreement. Specifically, Consultant agrees not to disclose such Proprietary Information or material to any person, firm, or

corporation without the prior written consent of BNYDC. Any written materials furnished to Consultant by BNYDC in connection with the Services shall remain at all times the property of BNYDC and shall be returned to BNYDC when no longer required. Consultant agrees not to reproduce any written materials without the consent of BNYDC in each instance. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

7. Work for Hire. Consultant agrees that any item produced as a result of performing the Services hereunder is a work made for hire and shall remain the sole property of BNYDC. To the extent that any such item may not, by operation of law, be a work made for hire, Consultant hereby assigns to BNYDC the ownership of the copyright, patent or other intellectual property right in such item and BNYDC shall have the right to obtain and hold in its own name any such right or similar protection which may be available for such item.

8. Consultant Warranties and Representations. Consultant represents and warrants that:

a) Consultant is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, and has all requisite power and authority to authorize, execute, deliver and perform this Agreement in accordance with its terms. Consultant is authorized to do business in the City.

b) The authorization, execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under any statute, indenture, mortgage, deed of trust or other agreement or instrument to which Consultant is bound, or, to the knowledge of Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over Consultant or any of its activities or properties.

c) Consultant has not been asked to pay, and has neither offered to pay, nor paid, any illegal consideration, whether monetary or otherwise, in connection with the procurement of this Agreement.

d) Consultant has not employed any person to solicit or procure this Agreement, and has not made and shall not make, except to full-time employees of Consultant, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of this Agreement.

9. No Political Activity. Consultant agrees that there shall be no political activity or any activity to further the election or defeat of any candidate for public, political or party office as a part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

10. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless BNYDC and the City, and their respective officers, trustees, employees and agents (collectively, the “Indemnitees”) from and against any and all costs, claims, judgments, liabilities, damages or expenses of every kind and nature (including, without limitation, court costs and attorneys’ fees) to which they may be subject because of any act or omission of Consultant, its agents, employees or subcontractors in connection with such contract or because of any negligence or any fault or default of Consultant, its agents, employees or subcontractors. The foregoing indemnification shall survive the termination and/or expiration of this Agreement.

11. Non-Waiver. Failure of BNYDC or its representatives to enforce or otherwise require the performance of any of the terms and conditions of this Agreement, at the time or in the manner that said terms and conditions are set forth herein, shall not be deemed a waiver of any such terms or conditions by BNYDC and the same may be selectively enforced or raised as a basis of a claim or cause of action at the option of BNYDC.

12. Insurance. Consultant shall procure and maintain insurance coverage as set forth in Exhibit C, as may be applicable and as may be required by BNYDC, and shall deliver to BNYDC prior to the Commencement Date certificates of insurance evidencing the coverages indicated therein.

13. Compliance With Law. Consultant will maintain the highest standards of personal and business ethics at all times during the performance of the Services. Consultant shall ensure that the Services are performed in a location and manner free from recognized hazards and shall comply with Occupational Safety and Health Administration (“OSHA”) standards, rules and regulations. Consultant shall regularly examine workplace conditions and use safe and well-maintained tools, equipment and Personal Protective Equipment to ensure conformance with applicable OSHA standards. Consultant will perform the Services in accordance with all applicable provisions of federal, state, and local laws, rules, regulations, ordinances, codes and orders (collectively, “Applicable Law”), including but not limited to:

- a) the Whistleblower Protection Expansion Act (Exhibit G) and the Paid Sick Leave Law (Exhibit H);
- b) Minimum Wage. Except for any employees whose prevailing wage is required to be fixed pursuant to Section 220, et seq. and Section 230, et seq. of the New York State Labor Law, which employees shall be paid such prevailing wage, all persons employed by Consultant and any sub-consultant 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 Agreement, shall be paid, without subsequent deduction or rebate unless expressly authorized by law, not less than the minimum hourly rate required by law, unless a higher amount is required pursuant to any other provision of this Agreement.
- c) Executive Order 50 (1980) as amended. Consultant shall comply with Mayor’s Executive Order 50 (1980), as amended, and the regulations thereunder, with

respect to equal employment opportunity, a copy of which is attached hereto as Exhibit D.

- d) Local Law 34. All entities doing or seeking to do business with the City and BNYDC, as well as their principal officers, owners and senior managers, must follow the procedures established in Local Law 34. In order to avoid the actual link or appearance of a link between governmental decisions and large campaign contributions, lower municipal campaign contribution limits apply to any person listed in the Doing Business Database. Consultant must complete a Doing Business Data Form, found in Exhibit E.

14. Prohibited Persons. Consultant represents and warrants that, as of the date hereof, none of its members, officers, or directors are Prohibited Persons, as such term is defined in Exhibit F.

15. Right to Inspect. BNYDC, the Comptroller of the City, the inspectors and any other individual or entity authorized under any Applicable Law shall have the right on reasonable notice to inspect the operations and records of Consultant and its subcontractors relating to this Agreement.

16. Investigations. Consultant agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (the “State”) or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under path, or conducted by the Inspector General of a government 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.

#### 17. Suspension or Termination of Agreement

##### (a) Suspension or Termination Due to Interest of BNYDC

BNYDC shall have the right to postpone, delay, suspend or terminate the Services immediately or upon a specified date upon written notice to Consultant and for any reason deemed by BNYDC to be in its interest. Any such postponement, delay, suspension or termination shall not give rise to any cause of action for damages against BNYDC. In the event that BNYDC postpones, delays or suspends the Services for the convenience of BNYDC, then Consultant's time for performance of the Services as specified in Section 2 above shall be extended for the period of the postponement, delay, or suspension. Consultant shall resume work upon the date specified in the directive to stop work or upon such other date as BNYDC may thereafter specify in writing. In the event of termination by BNYDC prior to completion of the Services, Consultant shall be entitled to receive equitable compensation for the Services that, in the judgment of the President of BNYDC, have been performed by Consultant up to the date of termination, provided that Consultant has surrendered to BNYDC all reports, drawings, plans, studies, tracings, specifications, documents and materials prepared by Consultant in connection with this Agreement and any other materials related to this Agreement requested by the President of BNYDC. Further, Consultant shall be entitled to receive reimbursement for reasonable costs to wind down the work

and bring it to an orderly conclusion. Consultant shall not be entitled to receive compensation for overhead or profit on unperformed services.

(b) Termination Due to Acts of Consultant

If Consultant, through any cause, fails to perform any of the Services within the time specified in this Agreement, or fails to progress with the work called for under this Agreement in a manner considered reasonable in the judgment of the President of BNYDC, or violates any of the terms, covenants or provisions of this Agreement, or if any representations or warranties made by Consultant herein shall prove to be untrue or unsupported, or be otherwise breached, or if, in the judgment of BNYDC, the conduct of Consultant is such that the interests of BNYDC are likely to be impaired or prejudiced, BNYDC shall thereupon have the right to terminate this Agreement by giving notice in writing of the fact and the date of such termination to Consultant, and thereupon this Agreement shall terminate and all reports, drawings, plans, studies, tracings, specifications, documents and materials prepared by Consultant in connection with this Agreement shall be surrendered and turned over to BNYDC within 10 days after such termination. Consultant shall receive equitable compensation for such Services as shall, in the judgment of the President, have been satisfactorily performed by Consultant up to the date of the termination of this Agreement, such compensation to be fixed by BNYDC, subject to any rights of audit provided herein, and subject to set-off by BNYDC for any additional expenses BNYDC may incur in order to satisfactorily complete the Services, including the expenses of engaging another consultant. Consultant shall pay to BNYDC the excess, if any, of such expenses plus payments made to Consultant over the full amount due under this Agreement.

(c) No Release.

Termination of this Agreement, whether by expiration of its term or otherwise, shall not release Consultant from any liability to BNYDC.

18. Assignment. Consultant shall not assign this Agreement or subcontract its obligations hereunder without the express prior written consent of BNYDC, which may be granted or withheld in the sole discretion of BNYDC. To the extent Consultant uses a subcontractor, Consultant will have direct responsibility for paying the subcontractor, and BNYDC shall have no responsibility for such payments. BNYDC shall have the right, at any time, to assign this Agreement and its rights and responsibilities hereunder to the City or any affiliate of BNYDC.

19. Notices. All notices hereunder shall be in writing, and delivered (i) personally, (ii) by certified or registered mail, or (iii) by an overnight courier service of recognized reputation. Notices delivered by hand delivery shall be deemed received on the date of delivery. Notices given by certified or registered mail shall be deemed received three business days after the notice was sent. Notices sent by overnight courier shall be deemed received on the first business day after the notice was sent. The addresses for notices are as follows:

To BNYDC:                      Brooklyn Navy Yard Development Corporation  
   Building 77  
   141 Flushing Avenue, Suite 801  
   Brooklyn, New York 11205  
   Attn: General Counsel, with a copy Attn: [\_\_\_\_\_]

To CONSULTANT: [\_\_\_\_\_] [\_\_\_\_\_] [\_\_\_\_\_] [Attn: \_\_\_\_\_]

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State without giving effect to the principles of conflict of laws thereof. Any and all claims asserted by or against BNYDC arising under this Agreement or related hereto shall be heard and determined either in the federal courts of the Southern District of New York or in the New York State Courts located in the City and County of New York.

21. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings, correspondence, and contracts regarding the subject matter of this Agreement. No prior oral or written statements, representations or other material not specifically incorporated herein shall be of any force and effect.

(b) Captions. The tables of contents and captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of the Agreement or in any way affects this Agreement.

(c) Completeness. This 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 either of the parties hereto.

(d) Severability. If any clause, provision or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

(e) Execution. Any facsimile or electronic transmittal of original signature versions of this Agreement shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first above written.

**BROOKLYN NAVY YARD  
DEVELOPMENT CORPORATION**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

[ \_\_\_\_\_ ]

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**PAYMENTS**

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

The following is minimum acceptable insurance coverage requirements for Consulting Services

I. Insurance Requirements

- A. Commercial General Liability Policy issued on an Occurrence form with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Coverage shall include endorsements for: Products/Completed Operations; Underground Hazards where applicable; Contractual Liability for tort liability assumed under contract, Personal Injury; Waiver of Subrogation; Policy Aggregate shall apply on per project basis; Mobile Equipment if such equipment not subject to any motor vehicle statutory law.

Additional Insured endorsement as per Insurance Services Organization (a/k/a ISO) form CG 20 10 07 04 Additional Insured Scheduled Organization and form CG 20 37 07 04 Additional Insured – Completed Operations. Such endorsement shall include BNYDC and any other designated party as Additional Insured, as required by written contract to which this Exhibit is attached and part of.

There shall be no coverage restrictions or coverage exclusions on the General Liability Policy pertaining to, but not limited to: gravity related injuries, unsafe workplace, injuries sustained by employee of Consultant or sub-contractor, Third Party over type actions, construction operations, and construction activity.

The insurance procured by the Consultant shall be primary and non-contributory to any other insurance that may be in effect.

- B. Statutory Workers Compensation Policy and Employer's Liability Policy of \$1,000,000 for work operations in State where project work is performed, including any applicable other states coverage endorsement.
- C. Automobile Liability Insurance Policy for Bodily Injury and Property Damage in the amount of \$1,000,000 per occurrence covering all owned, non-owned, hired, borrowed vehicles subject to statutory motor vehicle law.
- D. Where applicable, Contractors Pollution Liability policy of at least \$1,000,000 for damages arising out of bodily injury, property damages, environmental damages caused by a pollution incident from Consultant work, completed operations, or transportation whether work performed by or on behalf of Consultant.
- E. Umbrella/Excess Liability Policy of at least \$5,000,000 per occurrence. Umbrella Liability policy is to be provided on at least a follow form basis of the underlying General Liability Insurance policy, Automobile Insurance Policy, and Workers' Compensation Insurance policy. The insurance procured by the Consultant shall be primary and non-contributory to any other insurance that may be in effect.

- F. Professional Liability (Errors and Omissions) of at least \$1,000,000 each claim for wrongful acts while performing and/or providing professional services. Coverage shall continue for at least three (3) years beyond the final performance of services.
- G. The following are to be included as additional insured(s) for coverage required in sections A,C,D and E. Each additional listed below shall be issued a separate Certificate of Insurance.

**Certificate Holder**

Brooklyn Navy Yard Development Corporation  
 Building 77  
 141 Flushing Avenue, Suite 801  
 Brooklyn, New York 11205

And as Additional Insureds  
 Brooklyn Navy Yard Development Corporation  
 City of New York

**Certificate Holder**

City of New York  
 c/o City of New York Department of Small Business Services  
 One Liberty Plaza, 165 Broadway  
 New York, NY 10006

And as Additional Insureds  
 City of New York  
 Brooklyn Navy Yard Development Corporation

- H. A Certificate of insurance using the ACCORD 25 form is to be provided to the Additional Insured and the Certificate must specifically include a copy of the stipulated additional insured endorsement as required in Section A. Certificate Holder must be notified of any cancellation, non-renewal or material modification of existing policy. Notice is to be received 30 days prior to any change in status. In addition to ACCORD 25 form, a completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 form) shall be provided.
- II. If the Consultant utilizes the services of subcontractor for work performed, the same provisions of this Insurance Requirement Exhibit shall be required of those parties. It is the sole responsibility of the Consultant to maintain compliance of such.
- III. Insurance coverage shall be maintained with responsible insurance companies licensed and admitted to do business in the State of New York and such companies shall have an A.M. Best Rating of A-VII. If a Non-Admitted Insurance Company is used, an AM Best rating of A- shall apply.

IV. Any self-insured insurance retentions and, or any deductibles utilized on any of the above required insurance coverage is the sole responsibility of the Consultant, and Consultant agrees to satisfy those retention and or deductible obligations directly with their insurance company.

V. The policies required hereunder shall contain the following provisions:

“A. Notices from the insurer (the “Insurer”) to BNYDC (“BNYDC”) and the City of New York (the “City”), in connection with this policy, shall be addressed to the General Counsel, BNYDC, at Building 77, 141 Flushing Avenue, Suite 801, Brooklyn, New York 11205 (with a copy to BNYDC’s Deputy General Counsel at the same address);

B. The Insurer shall accept notice of accident from BNYDC or the City, within 120 days after receipt by an official of such Additional Insured (as identified above) of notice of such accident as valid and timely notice under this policy;

C. The Insurer shall accept notice of claim from the City within 120 days after such claim has been filed with the Comptroller of the City and notice of claim from BNYDC, within 120 days after receipt by such party as valid and timely notice under this policy;

The Insurer understands and agrees that notice of accident or claim to such Insurer by any one of the following entities shall be deemed notice by all under the policy: Consultant; or BNYDC; or The City; or Any other Additional Insured.

E. This policy shall not be canceled, terminated or modified by the Insurer or Consultant unless 30 days prior written notice is sent by registered mail to BNYDC or the City, nor shall this policy be canceled, terminated or modified by the Consultant without prior written consent of BNYDC;

F. The presence of engineers, inspectors or other employees or agents of Consultant, BNYDC or the City at the site of the Services performed by Consultant shall not invalidate this policy of insurance;

G. Violation of any of the terms of any other policy issued by the Insurer to Consultant or a subcontractor of Consultant shall not invalidate this policy; and

H. Insurance, if any, carried by BNYDC, the City or the Additional Insureds will not be called upon to contribute to a loss that would otherwise be paid by the Insurer.”

**EXHIBIT D**  
**E.O. 50 SUPPLY & SERVICE RIDER**

(Note: For purposes of this rider, the “Contractor” means Consultant and the “Department” or “City” means BNYDC.)

**EQUAL EMPLOYMENT OPPORTUNITY**

This contract is subject to the requirements of Executive Order No. 50 (April 25, 1980) (§10-14) as revised (E.O. “50”) and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the contractor agrees that it:

- (1) will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, handicap, 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 forms 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, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status;
- (3) will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status, or that it 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 opportunity commitments under E.O. 50 (§ 10-14) 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 E.O. 50 (§10-14), the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services (“Division”). Copies of all required reports are available upon request from the contracting agency; and
- (6) will permit the Division to have access to all relevant books, records and accounts for the purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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 noncompliance with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Division, 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 of termination of the contract;
- (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 the Division may recommend to the contracting agency head that a contractor who has repeatedly failed to comply with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder be determined to be nonresponsible.

The contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of New York City's small purchase limit established by rule of New York City's Procurement Policy Board to which it becomes a party unless exempted by E.O. 50 (§10-14) and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Division of Labor Services 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 modification subject to E.O. 50 (§10-14) and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 (§10-14) and the rules and regulations promulgated thereunder.

**EXHIBIT E**  
**DOING BUSINESS DATA FORM**

(See attached)



**EXHIBIT F**  
**PROHIBITED PERSONS DEFINITION**

A. Consultant represents that none of its members, officers, or directors are Prohibited Persons at the time of execution of this Agreement. For purposes of this Agreement, a “Prohibited Person” shall mean:

(i) any person or entity (x) which is or was in default or in breach, beyond any applicable grace period, of its obligations under any material written agreement with the City of New York, or (y) which, directly, or indirectly, controls, or is controlled by, a person which is or was in default or in breach, beyond any applicable grace period, of its obligations under any material written agreement with the City of New York, unless, in any of the foregoing circumstances, such default or breach was cured or was settled or waived by the City of New York, as the case may be; or

(ii) any person or entity (x) which was convicted in any criminal proceeding for a felony or any other crime involving moral turpitude or which is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (y) which, directly or indirectly, controls, or is controlled by, a person which was convicted in any criminal proceeding for a felony or any other crime involving moral turpitude or which is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure; or

(iii) any person or entity which is, or which, directly or indirectly controls, or is controlled by, a person or entity which is finally determined to be in violation of (including, but not limited to, any participant in any international boycott in violation of) the Export Administration Act of 1979, or its successor, the regulations issued pursuant thereto, or any government which is, or any person or entity which directly or indirectly, is controlled (rather than only regulated) by a government which is subject to the regulations or controls thereof; or

(i) any government, or any person or entity which, directly or indirectly, is controlled (rather than only regulated) by a government, the effects of the activities of which are regulated or controlled pursuant to regulations of the United States Treasury Department or executive orders of the President of the United States of America issued pursuant to the Trading with the Enemy Act of 1917, as amended.

B. Consultant further covenants and warrants that at no time during the term of the Agreement shall it admit as a member, director or officer thereof any person who is a Prohibited Person, and it shall not engage a Prohibited Person to be a member, officer or director.

C. The determination as to whether any person is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure or, directly or indirectly, controls, or is controlled by a person which is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, shall be within the sole discretion of the City exercised in good faith

**EXHIBIT G**  
**WHISTLEBLOWER PROTECTION ACT**

(Note: For purposes of this rider, the “Contractor” means Consultant.)

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

- a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- b) If any of Contractor’s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney’s fees.
- c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
  - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
  - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
- d) For the purposes of this rider, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- e) This rider is applicable to all of Contractor’s subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

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

**REPORT**  
***CORRUPTION, FRAUD, UNETHICAL CONDUCT***  
**RELATING TO A NYC-FUNDED CONTRACT**  
**OR PROJECT**  
**CALL THE NYC DEPARTMENT OF INVESTIGATION**  
**212-825-5959**



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

New York City Department of Investigation (DOI)  
80 Maiden Lane, 17th floor  
New York, New York 10038  
Attention: COMPLAINT BUREAU

**OR FILE A COMPLAINT ON-LINE AT:**

[www.nyc.gov/doi](http://www.nyc.gov/doi)

All communications are confidential

**THE LAW PROTECTS EMPLOYEES OF  
CITY CONTRACTORS WHO REPORT CORRUPTION**

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



← Scan the QR Code at Left to File a Complaint

## **EXHIBIT H**

### **PAID SICK LEAVE LAW**

(Note: For purposes of this rider, the “Contractor” means Consultant.)

#### Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.<sup>1</sup> Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

<sup>1</sup> Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

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

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

#### Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be

provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSSL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSSL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSSL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

### Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

### Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

### Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

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

### Records

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

### Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

### More Generous Policies and Other Legal Requirements

Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.





Brooklyn Navy Yard  
 Development Corporation  
 BrooklynNavyYard.org

Building 77  
 141 Flushing Ave, Suite 801  
 Brooklyn, NY 11205

## EXHIBIT F FEE PROPOSAL FORM

Company Name \_\_\_\_\_

**Managed Elevator Services (MES)**

Annual Elevator Conditions Report (2) \$ \_\_\_\_\_

Owner's Representative Meetings (8) \$ \_\_\_\_\_

Monthly Coordination Meetings (24) \$ \_\_\_\_\_

Monthly Services (including all other services described under Section E.I.):

No. of Months \_\_\_\_\_ 24 \_\_\_\_\_

Per month \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

**Category 1 and Category 5 Test (CAT1, CAT5) (inclusive of all services described under Section E.II.)**

No. of CAT1 Tests \_\_\_\_\_

Per CAT1 Test \$ \_\_\_\_\_

Filing Fee (Reimbursable) \$ \_\_\_\_\_

No. CAT5 Tests \_\_\_\_\_

Per CAT5 Test \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

**Periodic Vertical Transportation Test (PVT) (inclusive of all services described under Section E.III.)**

No. of PVT Tests \_\_\_\_\_

Per PVT Tests \$ \_\_\_\_\_

Filing Fee (Reimbursable) \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_



Brooklyn Navy Yard  
Development Corporation  
[BrooklynNavyYard.org](http://BrooklynNavyYard.org)

Building 77  
141 Flushing Ave, Suite 801  
Brooklyn, NY 11205

**EXHIBIT G**  
**EXISTING EQUIPMENT LIST**



Brooklyn Navy Yard  
Development Corporation  
BrooklynNavyYard.org

Building 77  
141 Flushing Ave, Suite 801  
Brooklyn, NY 11205

**Building No. 3, *Two (2) Passenger Elevators, Five (5) Freight Elevators and One (1) Wheelchair Lift***

**Two (2) Overhead Traction Passenger Elevators**, 2,500 LBS capacity, 300 FPM speed, floors 1-11 travel, Hollister-Whitney machines, O. Thompson Ultra 2000 controls, 1998 alteration

**Two (2) Overhead Traction Freight Elevators**, 10,000 LBS capacity, 150 FPM speed, floors 1-11 and 1-12 (roof level) travel, Titan machines, O. Thompson series 90 controls

**Three (3) Overhead Traction Freight Elevators**, Floors 1-11 travel, Hollister Whitney machines, GALaxy controls, 2023-2025 modernization

**One (1) Screw Drive Wheelchair Lift**, 750 LBS capacity, 8 FPM speed, ACME machine, Savaria Multi-lift CPFS, 2018 construction

**Building No. 5, *One (1) Passenger Elevator and Two (2) Freight Elevators***

**One (1) Overhead Traction Passenger Elevator**, Floors 1-6 travel, Hollister Whitney machine, GALaxy controls, 2025 modernization

**One (1) Overhead Traction Freight Elevators**, Floors 1-6 travel, Hollister Whitney machine, GALaxy controls, 2024 modernization

**One (1) Overhead Traction Freight Elevators**, Floors 1-6 travel, Hollister Whitney machine, GALaxy controls, 2024 modernization

**Building No. 22, *One (1) Passenger Elevator***

**One (1) In-ground Oil Hydraulic Passenger Elevator**, 15,000 LBS capacity, floors 1-3 travel, 2018 alteration

**Building No. 27, *One (1) Passenger Elevator***

**One (1) In-ground Oil Hydraulic Passenger Elevator**, 4,500 LBS capacity, 80 FPM speed, floors 1-2 travel

**Building No. 30, *One (1) Freight Elevator***

**One (1) Overhead Traction Freight Elevator**, 7,500 LBS capacity, 100 FPM speed, floors 1-2 travel, Hollister-Whitney machine, O. Thompson ELON controls, 2002 alteration

**Building No. 77, *Eight (8) Passenger Elevators, Four (4) Freight Elevators, One (1) Wheelchair Lift and One (1) Loading Dock Lift***



Brooklyn Navy Yard  
Development Corporation  
BrooklynNavyYard.org

Building 77  
141 Flushing Ave, Suite 801  
Brooklyn, NY 11205

**Four (4) Overhead Traction Low-rise Passenger Elevators**, 4,500 LBS capacity, 500 FPM speed, floors 1-9 travel, Hollister-Whitney machines, MCE controls, 2017 alteration

**Four (4) Overhead Traction High-rise Passenger Elevators**, 5,000 LBS capacity, 500 FPM speed, floors 1-16 travel, Hollister-Whitney machines, MCE controls, 2017 alteration

**Four (4) Overhead Traction Freight Elevators**, 16,000 LBS capacity, 350 FPM speed, floors 1-15 travel, Westinghouse machines, MCE controls, 2017 alteration

**One (1) Wheelchair Lift**, 750 LBS capacity, Genesis machine, 2019 construction

**One (1) LRL Hydraulic Elevating Dock Lift**, 5,000 LBS, 58" travel

**Building No. 92**, *One (1) Passenger Elevator and Two (2) Wheelchair Lifts*

**One (1) Gearless Passenger Elevator**, 3,500 LBS capacity, 200 FPM speed, 5 floors travel, Otis Gen 2 machine, 2010 construction

**Two (2) 1:2 Ratio Chain Hydraulic Wheelchair Lifts**, 750 LBS capacity, 20 FPM speed, Thyssenkrupp machines, 2010 construction

**Building No. 120**, *One (1) Freight Elevator*

**One (1) In-ground Oil Hydraulic Freight Elevator**, 16,000 LBS capacity, 100 FPM speed, floors 1-2 travel, Micro-Flite Series 90 controls, 1998 alteration

**Building No. 127**, *Two (2) Passenger Elevators*

**One (1) Overhead Traction Passenger Elevator**, 4,000 LBS capacity, 150 FPM speed, floors 1-3 travel, MCE Motion 4000 controls, 2020 construction

**One (1) Overhead Traction Passenger Elevator**, 8,000 LBS capacity, 150 FPM speed, floors 1-3 travel, MCE Motion 4000 controls, 2020 construction

**Building No. 131**, *One (1) Freight Elevator*

**One (1) Overhead Traction Freight Elevator**, 5,000 LBS capacity, 200 FPM speed, floors 1-5 travel, Elevator Systems Inc. controls, 1996 alteration

**Building No. 212**, *Two (2) Passenger Elevators*

**Two (2) Overhead Traction Passenger Elevators**, 5,000 LBS capacity, 200 FPM speed, floors 1-5 travel, ThyssenKrupp machines, ThyssenKrupp TAC32T controls, 2020 construction



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Development Corporation  
BrooklynNavyYard.org

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Brooklyn, NY 11205

**Building No. 275, One (1) Freight Elevator**

**One (1) Overhead Traction Freight Elevator**, 16,000 LBS capacity, 150 FPM speed, floors 1-4 travel, Westinghouse machine, Elevator Systems Inc. controls, 1998 alteration

**Building No. 280, Two (2) Passenger Elevators and Two (2) Freight Elevators**

**One (1) Overhead Traction Passenger Elevator**, Floors 1-8 travel, GALaxy controls, 2024 modernization

**One (1) Overhead Traction Passenger Elevator**, 10,000 LBS capacity, 200 FPM speed, floors 1-7 travel, Hollister Whitney machine, GALaxy controls, 2023 modernization

**One (1) Overhead Traction Freight Elevator**, 10,000 LBS capacity, 200 FPM speed, floors 1-8 travel, Titan machine, O. Thompson controls, 1993 alteration

**One (1) Overhead Traction Freight Elevator**, Floors 1-7 travel, Hollister Whitney machine, GALaxy controls, 2025 modernization

**Building No. 292, Three (3) Passenger Elevators and One (1) Freight Elevator**

**One (1) Overhead Traction Passenger Elevator**, 8,000 LBS capacity, 100 FPM speed, floors 1-4 travel, Titan machine, O. Thompson controls, 1998 alteration

**One (1) Overhead Traction Passenger Elevator**, 8,000 LBS capacity, 100 FPM speed, floors 1-4 travel, Titan machine, Elevator Systems Inc. controls, 1992 alteration

**One (1) Overhead Traction Passenger Elevator**, 6,000 LBS capacity, 100 FPM speed, floors 1-4 travel, Atlantic Gurney machine, Microflite Series 90 controls

**One (1) Overhead Traction Freight Elevator**, 6,000 LBS capacity, 150 FPM speed, floors 1-4 travel, Atlantic Gurney machine, O. Thompson Ultra 2000 controls

**Building No. 303, Two (2) Passenger Elevators and Two (2) Freight Elevators**

**Two (2) Overhead Traction Passenger Elevators**, 5,000 LBS capacity, 350 FPM speed, floors 1-9 travel, 2020 construction

**Two (2) Overhead Traction Freight Elevators**, 8,000 LBS capacity, 200 FPM speed, floors 1-9 travel, 2020 construction



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Brooklyn, NY 11205

**EXHIBIT H**  
**INSPECTION RECORD MATRIX**

Device ID	Building Device ID	CAT 5	
		Inspection	Filed
3F6215	Building 77	4/27/2022	5/2/2022
3F6216	Building 77	5/20/2022	5/25/2022
3F6217	Building 77	4/27/2022	6/28/2022
3F6218	Building 77	4/27/2022	6/28/2022
3F0988655	Building 303 Freight 2	Status Date: 6/13/2020	
3F0988656	Building 303 Freight 1	Status Date: 6/09/2020	
3P13617	Building 92	4/24/2021	6/22/2021
3P15410	Building 77	9/1/2021	9/22/2021
3P15411	Building 77	9/1/2021	9/22/2021
3P15412	Building 77	4/28/2022	5/2/2022
3P15413	Building 77	4/28/2022	5/2/2022
3P15805	Building 77	12/29/2022	1/18/2023
3P15806	Building 77	4/25/2022	5/2/2022
3P15807	Building 77	4/29/2022	5/3/2022
3P15808	Building 77	4/29/2022	5/3/2022
3P0987983	Building 127 Passenger 1	1/6/2025	1/21/2025
3P0987984	Building 127 Passenger 2	1/6/2025	1/21/2025
3P0987998	Building 212 Passenger 1	6/24/2024	7/3/2024
3P0987999	Building 212 Passenger 2	6/24/2024	7/3/2024
3P0988653	Building 303 Passenger 3	Status Date: 7/16/2020	
3P0988654	Building 303 Passenger 4	Status Date: 7/16/2020	
3W10954	Building 92	N/A	
3W10955	Building 92	N/A	
3W11505	Building 77	N/A	
3W0986522	Building 3 Wheel Chair	N/A	
3F0997930	Building 3 Freight 3	Status Date: 2/1/2024	
Building 3 Freight 4	Building 3 Freight 4	9/30/2020	-
Building 3 Freight 5	Building 3 Freight 5	11/30/2020	-
Building 3 Freight 6	Building 3 Freight 6	11/30/2020	-
3F0999933	Building 3 Freight 9	Status Date: 12/14/2024	
Building 3 Passenger 1	Building 3 Passenger 1	10/1/2020	-
Building 3 Passenger 2	Building 3 Passenger 2	10/1/2020	-
3F1001047	Building 5 East Freight	Status Date: 3/8/2025	
Building 5 Passenger	Building 5 Passenger	10/6/2020	-
3F0999518	Building 5 West Freight	Status Date: 5/10/2024	
3P0986439	Building 22 Passenger	N/A	
3P11736	Building 27 Elevator	N/A	
Building 30 Freight	Building 30 Freight	10/6/2020	-
Building 120 Freight	Building 120 Freight	N/A	
Building 131 Freight	Building 131 Freight	12/1/2020	-
Building 275 Freight	Building 275 Freight	12/2/2020	-
Building 280 Freight 59	Building 280 Freight 59	10/8/2020	-
Building 280 Freight 62	Building 280 Freight 62	10/7/2020	-
3P1000261	Building 280 Passenger 60	Status Date: 9/7/2024	
3P0998199	Building 280 Passenger 63	Status Date: 4/16/2024	
Building 292 East Freight	Building 292 East Freight	9/28/2020	-
Building 292 East Passenger	Building 292 East Passenger	9/25/2020	-
Building 292 West Freight	Building 292 West Freight	9/28/2020	-
Building 292 West Passenger	Building 292 West Passenger	9/25/2020	-
Building 77 Dock Lift	Building 77 Dock Lift	N/A	



Brooklyn Navy Yard  
Development Corporation  
[BrooklynNavyYard.org](http://BrooklynNavyYard.org)

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Brooklyn, NY 11205

**EXHIBIT I**  
**EXISTING ELEVATOR MAINTENANCE AGREEMENT**



**AGREEMENT  
BETWEEN**

**AND**

**BROOKLYN NAVY YARD DEVELOPMENT CORPORATION  
BNYDC CONTRACT**

This **Agreement** (the “Agreement”) is dated as of March 1st, 2022 (the “Effective Date”) by and between \_\_\_\_\_, located at \_\_\_\_\_ (“Contractor”) and **BROOKLYN NAVY YARD DEVELOPMENT CORPORATION**, a New York not-for-profit corporation with a business address at Building 77, 141 Flushing Avenue, Suite 801, Brooklyn, New York 11205 (“BNYDC”).

**WHEREAS**, BNYDC desires to retain the services of Contractor to perform certain services described on Exhibit A attached hereto and Contractor is willing to render such services pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Services. Contractor will render to BNYDC the services (the “Services”) set forth in Exhibit A. Contractor shall furnish its best skill, judgment, business administration and management in performing the Services and perform the Services in a manner so as to permit their completion diligently and expeditiously in accordance with the highest professional standards. Contractor’s performance under this Agreement shall be judged by standards typical of contractors in the same or similar practice areas in the New York City Statistical Metropolitan Area (“NYCSMA”). The Services shall not be amended without the prior written approval of BNYDC. Contractor, at its own expense, shall secure all supplies, materials and equipment required to perform and complete the Services. Contractor shall be solely responsible for the means and methods and the safety and protection of all its employees and shall be liable for any injuries which may occur to such employees due to the act, omission, negligence, fault or default of Contractor, to the extent thereof.

2. Term. This term of this Agreement shall commence on the date hereof and expire on February 29th, 2024 (the “Initial Term”), unless extended to a later date or terminated at an earlier date pursuant to the terms of this Agreement. BNYDC shall have the option, upon providing Contractor with at least thirty (30) days prior written notice in each case, to extend the Initial Term for up to three (3) renewal terms of one (1) year each.

3. Compensation. Contractor shall receive, as sole compensation for the full and timely performance of all the Services hereunder, the amount set forth on Exhibit B attached hereto, payable at such time(s) and in such manner as set forth on Exhibit B. Such payment shall be made in accordance with the schedule set forth on Exhibit B, with full payment to be made promptly after full performance of all Services and the delivery to BNYDC of all required

deliverables. Requisitions shall be in a form acceptable to BNYDC and shall be supported by all appropriate and necessary documentation or other evidence relating to the amounts set forth in the Requisition, as BNYDC may require including, but not limited to invoices, receipts and vouchers from subcontractors and suppliers and where applicable, the time sheets and/or certified payroll reports of Contractor's staff. By virtue of making payments to Contractor, BNYDC shall not be deemed to have released Contractor from any claim or liability, or to have waived any cause of action arising from any breach of this Agreement. Upon acceptance by Contractor of the final payment, Contractor agrees that it shall be deemed to have fully released BNYDC and the City from any and all claims, demands and causes of action whatsoever which Contractor has or may have against BNYDC or the City in connection with this Agreement and, upon the request of BNYDC, shall execute a release and/or lien waiver to such effect.

4. Minimum Wages. Except for any employees whose prevailing wage is required to be fixed pursuant to Section 220, et seq. and Section 230, et seq. of the New York State Labor Law, which employees shall be paid such prevailing wage, all persons employed by Contractor and any sub-contractor 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 Agreement, shall be paid, without subsequent deduction or rebate unless expressly authorized by law, not less than the minimum hourly rate required by law, unless a higher amount is required pursuant to any other provision of this Agreement.

5. Tax Withholding. BNYDC shall not deduct withholding federal, state and local taxes and will issue the appropriate tax form(s) at year-end. BNYDC shall not be responsible for the payment of or reimbursement to Contractor of any charges or taxes which may hereafter be imposed or levied with respect to this Agreement or the Services described herein.

6. Independent Contractor. This Agreement shall not be construed to make either Contractor or BNYDC an agent of or joint venturer with the other. In addition, it is expressly understood and agreed that Contractor is an independent contractor and not an employee of BNYDC and in no event shall Contractor be entitled to any fringe benefits, worker's compensation, New York State disability benefits, unemployment insurance or any other benefits, pension, payments or rights from BNYDC. Neither Contractor nor any of its employees nor any of its subcontractors is or shall be an agent, servant or employee of the City of New York (the "City") by virtue of such contract or by virtue of any approval, permit, license, grant, right or other authorization given by the City or any of its officers, agents or employees. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless BNYDC and the City and their respective officers, officials, agents and employees from any and all liability that BNYDC and/or the City may incur for state, federal, and local income tax withholding contributions, failure to file, worker's compensation and any other employer liability arising out of BNYDC's use of Contractor under this Agreement.

7. Confidential Information. Information disclosed to Contractor prior to and under this Agreement is considered by BNYDC to be secret or proprietary ("Proprietary Information"), and Contractor agrees to maintain the Proprietary Information in confidence. Proprietary Information

shall be used by Contractor only in connection with the Services rendered under this Agreement. The provisions of this Paragraph shall survive any termination of this Agreement. Specifically, Contractor agrees not to disclose such Proprietary Information or material to any person, firm, or corporation without the prior written consent of BNYDC. Any written materials furnished to Contractor by BNYDC in connection with the Services shall remain at all times the property of BNYDC and shall be returned to BNYDC when no longer required. Contractor agrees not to reproduce any written materials without the consent of BNYDC in each instance. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

8. Work for Hire. Contractor agrees that any item produced as a result of performing the Services hereunder is a work made for hire and shall remain the sole property of BNYDC. To the extent that any such item may not, by operation of law, be a work made for hire, Contractor hereby assigns to BNYDC the ownership of the copyright, patent or other intellectual property right in such item and BNYDC shall have the right to obtain and hold in its own name any such right or similar protection which may be available for such item.

9. Contractor Warranties and Representations. Contractor represents and warrants that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, and has all requisite power and authority to authorize, execute, deliver and perform this Agreement in accordance with its terms. Contractor is authorized to do business in the City.

(b) The authorization, execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under any statute, indenture, mortgage, deed of trust or other agreement or instrument to which Contractor is bound, or, to the knowledge of Contractor, any order, rule or regulation of any court or governmental agency or body having jurisdiction over Contractor or any of its activities or properties.

(c) Contractor has not been asked to pay, and has neither offered to pay, nor paid, any illegal consideration, whether monetary or otherwise, in connection with the procurement of this Agreement.

(d) Contractor has not employed any person to solicit or procure this Agreement, and has not made and shall not make, except to full-time employees of Contractor, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of this Agreement.

10. No Political Activity. Contractor agrees that there shall be no political activity or any activity to further the election or defeat of any candidate for public, political or party office as a part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless BNYDC and the City, and their respective officers, trustees, employees and agents (collectively, the “Indemnitees”) from and against any and all costs, claims, judgments, liabilities, damages or expenses of every kind and nature (including, without limitation, court costs and reasonable attorneys’ fees) to which they may be subject because of any act or omission of Contractor, its agents, employees or subcontractors in connection with such contract or because of any negligence or any fault or default of Contractor, its agents, employees or subcontractors. Notwithstanding the provisions of the prior sentence, Contractor’s indemnification obligation as to reasonable attorneys’ fees shall only arise if Contractor fails to fully defend and hold harmless the Indemnitees as required by this Section 11. The foregoing indemnification shall survive the termination and/or expiration of this Agreement.

12. Non-Waiver Failure of BNYDC or its representatives to enforce or otherwise require the performance of any of the terms and conditions of this Agreement, at the time or in the manner that said terms and conditions are set forth herein, shall not be deemed a waiver of any such terms or conditions by BNYDC and the same may be selectively enforced or raised as a basis of a claim or cause of action at the option of BNYDC.

13. Insurance. Contractor shall procure and maintain insurance coverage as set forth in Exhibit C, and shall deliver to BNYDC prior to the Commencement Date certificates of insurance evidencing the coverages indicated therein.

14. Compliance With Law. Contractor will maintain the highest standards of personal and business ethics at all times during the performance of the Services. Contractor shall ensure that the Services are performed in a location and manner free from recognized hazards and shall comply with Occupational Safety and Health Administration (“OSHA”) standards, rules and regulations. Contractor shall regularly examine workplace conditions and use safe and well-maintained tools, equipment and Personal Protective Equipment to ensure conformance with applicable OSHA standards. Contractor will perform the Services in accordance with all applicable provisions of federal, state, and local laws, rules, regulations, ordinances, codes and orders (collectively, “Applicable Law”), including the Whistleblower Protection Expansion Act (Exhibit G) and the Paid Sick Leave Law (Exhibit H).

15. Executive Order 50 (1980) as amended. Contractor shall comply with Mayor’s Executive Order 50 (1980), as amended, and the regulations thereunder, with respect to equal employment opportunity, a copy of which is attached hereto as Exhibit D.

16. Local Law 34. All entities doing or seeking to do business with the City and BNYDC, as well as their principal officers, owners and senior managers, must follow the procedures established in Local Law 34. In order to avoid the actual link or appearance of a link between governmental decisions and large campaign contributions, lower municipal campaign contribution limits apply to any person listed in the Doing Business Database. Contractor must complete a Doing Business Data Form, found in Exhibit E.

17. Prohibited Persons. Contractor represents and warrants that, as of the date hereof, none of its members, officers, or directors are Prohibited Persons, as such term is defined in Exhibit F.

18. Right to Inspect. BNYDC, the Comptroller of the City, the inspectors and any other individual or entity authorized under any Applicable Law shall have the right on reasonable notice to inspect the operations and records of Contractor and its subcontractors relating to this Agreement.

19. Investigations. Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (the “State”) or 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 government 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.

20. Suspension or Termination of Agreement

(a) Suspension or Termination Due to Interest of BNYDC

**BNYDC shall have the right to postpone, delay, suspend or terminate the Services immediately or upon a specified date upon written notice to Contractor and for any reason deemed by BNYDC to be in its interest. Any such postponement, delay, suspension or termination shall not give rise to any cause of action for damages against BNYDC. In the event that BNYDC postpones, delays or suspends the Services for the convenience of BNYDC, then Contractor's time for performance of the Services as specified in Section 2 above shall be extended for the period of the postponement, delay, or suspension. Contractor shall resume work upon the date specified in the directive to stop work or upon such other date as BNYDC may thereafter specify in writing. In the event of termination by BNYDC prior to completion of the Services, Contractor shall be entitled to receive equitable compensation for the Services that, in the judgment of the President of BNYDC, have been performed by Contractor up to the date of termination, provided that Contractor has surrendered to BNYDC all reports, drawings, plans, studies, tracings, specifications, documents and materials prepared by Contractor in connection with this Agreement and any other materials related to this Agreement requested by the President of BNYDC. Further, Contractor shall be entitled to receive reimbursement for reasonable costs to wind down the work and bring it to an orderly conclusion. Contractor shall not be entitled to receive compensation for overhead or profit on unperformed services.**

(b) Termination Due to Acts of Contractor

If Contractor, through any cause, fails to perform any of the Services within the time specified in this Agreement, or fails to progress with the work called for under this Agreement in a manner considered reasonable in the judgment of the President of BNYDC, or violates any of the terms, covenants or provisions of this Agreement, or if any representations or warranties made by

Contractor herein shall prove to be untrue or unsupported, or be otherwise breached, or if, in the judgment of BNYDC, the conduct of Contractor is such that the interests of BNYDC are likely to be impaired or prejudiced, BNYDC shall thereupon have the right to terminate this Agreement by giving notice in writing of the fact and the date of such termination to Contractor, and thereupon this Agreement shall terminate and all reports, drawings, plans, studies, tracings, specifications, documents and materials prepared by Contractor in connection with this Agreement shall be surrendered and turned over to BNYDC within 10 days after such termination. Contractor shall receive equitable compensation for such Services as shall, in the judgment of the President, have been satisfactorily performed by Contractor up to the date of the termination of this Agreement, such compensation to be fixed by BNYDC, subject to any rights of audit provided herein, and subject to set-off by BNYDC for any additional expenses BNYDC may incur in order to satisfactorily complete the Services, including the expenses of engaging another contractor. Contractor shall pay to BNYDC the excess, if any, of such expenses plus payments made to Contractor over the full amount due under this Agreement.

(c) No Release

Termination of this Agreement, whether by expiration of its term or otherwise, shall not release Contractor from any liability to BNYDC.

21. Assignment. Contractor shall not assign this Agreement or subcontract its obligations hereunder without the express prior written consent of BNYDC, which may be granted or withheld in the sole discretion of BNYDC. To the extent Contractor uses a subcontractor, Contractor will have direct responsibility for paying the subcontractor, and BNYDC shall have no responsibility for such payments. BNYDC shall have the right, at any time, to assign this Agreement and its rights and responsibilities hereunder to the City or any affiliate of BNYDC.

22. Notices. All notices hereunder shall be in writing, and delivered (i) personally, (ii) by facsimile, (iii) by certified or registered mail, return receipt requested, or (iv) by an overnight courier service of recognized reputation. Notices delivered by hand delivery shall be deemed received on the date of delivery. Notices sent via facsimile shall be deemed received upon receipt by the sender of an electronic confirmation of delivery. Notices given by certified or registered mail shall be deemed received three business days after the notice was sent. Notices sent by overnight courier shall be deemed received on the first business day after the notice was sent. The addresses for notices are as follows:

To BNYDC: Brooklyn Navy Yard Development Corporation  
Building 77  
141 Flushing Avenue, Suite 801  
Brooklyn, New York 11205  
Attn: General Counsel

Brooklyn Navy Yard Development Corporation  
Building 77  
141 Flushing Avenue, Suite 801  
Brooklyn, New York 11205  
Attn: Senior Vice President, Operations

To CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State without giving effect to the principles of conflict of laws thereof. Any and all claims asserted by or against BNYDC arising under this Agreement or related hereto shall be heard and determined either in the federal courts of the Southern District of New York or in the New York State Courts located in the City and County of New York.

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings, correspondence, and contracts regarding the subject matter of this Agreement. No prior oral or written statements, representations or other material not specifically incorporated herein shall be of any force and effect.

(b) Captions. The tables of contents and captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of the Agreement or in any way affects this Agreement.

(c) Completeness. This 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 either of the parties hereto.

(d) Severability. If any clause, provision or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

(e) Counterparts. This Agreement may be executed in counterparts, all of which counterparts, when taken together, shall be deemed a fully executed instrument.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first above written.

**BROOKLYN NAVY YARD  
DEVELOPMENT CORPORATION**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF SERVICES**

This Scope of Services describes the Services to be performed pursuant to the terms and conditions of this Agreement. All capitalized terms set forth in this Exhibit A shall have the meanings ascribed thereto in this Agreement. The Services shall consist of providing and performing those acts necessary to properly and adequately provide full service elevator maintenance services and emergency services with 30-minute entrapment response at the Yard (or "Site").

**PART 1 – GENERAL CONDITIONS**

- A. The Contractor shall be fully responsible to be aware of all site conditions and field measurements. Verification of the site conditions and surveying of equipment and locations, etc., are to be performed at the option and cost of the Contractor.
- B. The Contractor shall be fully responsible for the proper execution and performance of the Services at all times. It shall be the Contractor's responsibility to inspect the site conditions prior to responding to the RFP and to include in their Fee Proposal all costs required to correct any conditions that may affect the Contractor's performance of the Services.
- C. Contractor must be able to prove their ability to maintain, test and adjust Otis Gen2 controllers in the presence of a BNY representative including but not limited to inspection of the handheld "tool" required for such procedures.
- D. On-site technicians must be capable of utilizing the mobile application **Building Engines** during work hours to receive work orders and notification of emergency service requests.
- E. On-site maintenance technicians must be fulltime employees on the company payroll of the awarded company. Subcontracting of labor is not permitted.

**PART 2 - GOVERNMENTAL REGULATIONS, HEALTH & SAFETY**

- A. The Contractor shall obtain approvals for work from any and all applicable agencies. Provide all required permits to perform the Services, if needed. Include all filing fees, testing and controlled inspections as may be required. Provide BNYDC with copies of any and all applications, approvals, and field inspection reports filed with the New York City Department of Buildings, New York City Department of Small Business Services or any other City, State and/or Federal agencies.
- B. The Contractor shall adhere to all OSHA and other regulatory agencies requirements for safety. Site safety shall include protection of the work area.
- C. Furnish, install, maintain, and remove upon completion all safety items related to the work as requested by site personnel or required by Federal, State, and City, laws, codes, rules, ordinances and regulation ("Legal Requirements").

- D. The Contractor shall include all labor as required to assist the BNYDC's testing requirements, including the engineer and the testing agency employed by BNYDC.

## **PART 3 – SCOPE OF SERVICES**

### **3.1 SCOPE OF SERVICES**

- A. The Services shall include, without limitation, the furnishing of all materials, labor, supplies, uniforms, tools, equipment and other materials in order to complete all required maintenance, alteration and repair of the elevator systems as required by the conditions at the Site.
- B. The Contractor shall become familiar with all details of the Services. The Contractor shall verify all conditions and dimensions in the field, and shall advise BNYDC of any discrepancy before performing the Services.
- C. The Contractor shall perform all Services and all other work and shall provide for fully functional and safe elevator systems according to all Legal Requirements per New York City Code applicable based on the original installation and latest alteration date.
- D. The Services shall include the filing of all necessary permits, certificates, etc. as required by governmental agencies and Legal Requirements to operate the elevator systems.

### **3.2 QUALITY ASSURANCE**

- A. Manufacturer of material supplied shall be a company regularly engaged and specializing in the manufacturing of the products for at least 10 years.
- B. The Contractor shall be a firm with **not less than five years of successful experience** in the design, installation, testing, repair, maintenance and service of elevator systems similar in scope and complexity to the Services required under the Contract.
- C. The Contractor shall be trained and licensed to design, install, test, repair, maintain and service elevator systems as specified in the Contract.
- D. The Contractor shall use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified design requirements and the methods needed for proper performance of the Services.
- E. The Contractor shall confirm that all workers under its direction fully understand the job. The Contractor shall employ a competent superintendent who reads and speaks the English language fluently and who shall be available all times during the progress of the work. Important communications shall be confirmed on written request in each case.
- F. Contractors must be fully bonded and licensed as a supplier of elevator maintenance services under the laws and regulations of New York City, and copies of, bonds and licenses indicating the same must be submitted to BNYDC prior to the execution of the Contract.

### **3.3 DELIVERY, STORAGE AND HANDLING**

- A. Deliver all parts to the Site in the manufacturer's original containers. All equipment, materials, and parts delivered and placed in storage shall be housed in a manner to preclude any damage from the weather, humidity and temperature variations, dirt and dust, or other contaminants.
- B. The Contractor is responsible for the protection of its own materials, equipment, tools, and personal belongings, at all times while on the Site, and "off" hours.
- C. BNYDC, and its construction manager, site tenant and site personnel, shall not be liable for losses on or off the Site.
- D. The Contractor shall be responsible to maintain the Service area and leave it free from fire hazards relating to improperly stored materials or equipment. Take all necessary precautionary measures to prevent fires and health hazards.
- E. The Contractor shall secure the Service area at the end of each day.

### **3.4 WORKER IDENTIFICATION, SITE FACILITIES**

- A. The Contractor shall have limited access to the Site. The Contractor shall confine operations to the areas within the Contract limits.
- B. BNYDC's representative may establish additional restrictions as needed to maintain normal daily operations of the facility.
- C. The Contractor shall provide all workers under his direction with a shirt or other article of clothing clearly marked with the Contractor's company name on such clothing. The Contractor shall ensure that all workers wear their identifying clothing at all times they are at the Site.
- D. BNYDC reserves the right to refuse access to the facility to any worker for any reason.

### **3.5 COORDINATION**

- A. The Contractor shall ensure that all workers sign the Daily Site Log, indicating the workers name, along with the workers arrival and departure time, to be kept and maintained in each elevator machine room.
- B. The Contractor must verify the physical characteristics of the existing Site and its surroundings. Any condition, which cannot be corrected and adversely affects, hinders or prevents the successful completion of the Maintenance Scope, must be brought to the attention of BNYDC immediately.
- C. Any design modifications are the sole responsibility of the Contractor.
- D. The Contractor shall complete the Services as set forth in a schedule to be approved by BNYDC. Such schedule shall be submitted to BNYDC within two weeks of award of the Contract.
- E. The Contractor shall provide safe, convenient and unobstructed access at all times to all exits, vehicle bays, passages, walks and stairs in and around the buildings.

- F. Services shall be coordinated to minimize exposure of building occupants, other contractor personnel, and visitors to splatters, odors, falling debris, and clean-up operations.

## **PART 4 – EXECUTION**

### **4.1. INSTALLATION**

- A. The Contractor shall install all parts, materials and components in accordance with manufacturer's recommendations and in accordance with all applicable Legal Requirements.
- B. The Contractor shall comply with all applicable American Society for Testing and Materials (ASTM) standards for material use and handling.
- C. The Contractor shall exercise extreme caution not to damage other work at the Site. All damage caused by the Contractor, or personnel under his/her supervision, shall be repaired by said Contractor at its sole expense.

### **4.2 INSPECTIONS**

- A. Any Services not conforming to the specifications provided herein or not meeting with the approval of BNYDC or New York City Department of Buildings shall be removed or corrected as approved by the BNYDC and/or New York City Department of Buildings.
- B. BNYDC reserves the right to reject unacceptable work at any time during the work process. No account shall be taken for incompetence or lack of skill in the acceptance or rejection of the work.
- C. The Contractor shall protect the integrity of other surfaces against damage by installation and repair work and correct any damage to BNYDC's satisfaction, at no additional cost to BNYDC.

### **4.3 REMOVAL OF DEBRIS, SITE CLEANLINESS**

- A. Upon completion of Services in any area, the area shall be left in a clean and orderly condition; all old parts, materials, packaging, rags, trash, etc. shall be removed.
- B. All debris is to be removed from and disposed of off-site. The Site is to be kept neat at all times. Site cleaning shall be a continuous process - not solely a task to be performed at the end of the workday.
- C. The Contractor shall remove all surplus materials, scaffolds, etc. and shall broom clean the floor free of excess shavings, spatters, and miscellaneous debris.
- D. The discarding of any hazardous material into the water is prohibited.

The Services shall include, at Contractor's sole cost and expense, all necessary labor, diagnostic tools, materials, supplies, uniforms and equipment as set forth below for the following freight and passenger elevators, wheelchair lifts and loading dock lifts (collectively referred to as the "Elevators") at the Yard:

Building No. 3

WL:

PE1:

PE2:

FE3:

FE4:

FE5:

FE6:

FE9:

Building No. 5

PE:

FE (East End):

FE (West End):

Building No. 22

PE (Hydraulic):

Building No. 27

PE (Hydraulic):

Building No. 30

FE:

Building No. 77

WL:

PE No. 47:

PE No. 48:

PE No. 49:

PE No. 50:

PE No. 51:

PE No. 52:

PE No. 53:

PE No. 54:

FE No. 55:

FE No. 56:

FE No. 57:

FE No. 58:

LD Hydraulic Lift:

Building No. 92

PE Otis Gen 2:

WL (North):

WL (South):

Building No. 120

FE (Hydraulic):

Building No. 127

SE/PE1:

SE/PE2:

Building No. 131

FE:

Building No. 212

SE1:

SE2:

Building No. 275

FE:

Building No. 280

FE No. 59:

PE No. 60:

FE No. 62:

PE No. 63:

Building No. 292

PE (West End):

PE (East End):

FE (West End):

SE (East End):

Building No. 303

PE3:

PE4:

FE5:

FE6:

I. The Services shall be performed in an efficient and professional manner using the highest reasonable standard of care, and in compliance with all Federal, State and City regulations, rules and laws. Such services are more specifically described below.

Contractor shall provide full service maintenance and emergency service for the Elevators which shall include the following:

- A. **Provide a minimum of three (3) on site full time mechanics during regular working hours (8 am - 5 pm) for five (5) days per week, as provided below.** Provide one (1) labeled company vehicle to remain on site for transportation of mechanics to and from work sites within the campus. Mechanics are not to use BNYDC bus or other facility operated transportation means to access sites within the Navy Yard during working hours. Mechanics must be equipped with a device allowing them to receive notifications from the **Building Engines** mobile application, a facilities management software utilized by BNYDC, while in the field on-site during regular working hours.
- B. On-site maintenance technicians must be fulltime employees on the company payroll of the awarded company. Subcontracting of labor is not permitted.
- C. Regular hours will be apportioned as follows: 70% for maintenance and 30% for ordinary repairs to the Elevators.
- D. The Contractor will provide up to ten (10) Infrared Detectors for the Vertical Lift Gates each 12-month period of the Term ("Contract Year"). If additional Infrared Detectors are required during the course of a Contract Year, approved in advance by the BNYDC, the additional charge to BNYDC ("Additional Charge") will be the manufacturer's list price plus 0% per Infrared Detectors, payable together with Contractor's monthly invoice. This constitutes a 0% mark up for the Freight Car Infrared Detectors.
- E. The Contractor will provide up to two (2) complete Vertical Lift Gates with Infrared Detectors each Contract Year. If additional Vertical Lift Gates are required during the course of a Contract Year, approved in advance by BNYDC, the Additional Charge will be the manufacturer's list price plus 0% per Vertical Lift Gate, payable together with Contractor's monthly invoice. This constitutes a 0% mark-up for the Vertical Lift Gates.
- F. When approved in advance by the BNYDC, The Contractor will provide up to five (5) Courion door and gate motors, and the Additional Charge will be the manufacturer's list price plus 0% per door or gate motor, payable together with Contractor's monthly invoice. This constitutes a 0% mark up for the door or gate motors.
- G. Maintain all elevator communication systems at the Site and other emergency phones including battery backup.
- H. Maintain all elevator lighting.
- I. Repaint the interiors of all cold rolled steel cabs once per Contract Year.
- J. Utilize the room provided by BNYDC for storage and lock-up.
- K. Lock and safeguard all elevator motor rooms.
- L. Intentionally omitted.

- M. The Contractor shall provide and maintain two (2) complete sets of updated electrical wiring diagrams and control schematic drawings on file in each motor room and they are to become the property of BNYDC for each group and/or individual system.
- N. The Contractor may not elect to prorate or exclude specific components as a result of their equipment inspection but must identify each component or system needing repair and/or replacement with its associated costs.
- O. OWNER'S RIGHT TO MONITOR CONTRACTOR SERVICE AND PERSONNEL. In addition to Contractor's management and supervision of services specified herein, BNYDC (or "Owner") and/or its Agent shall retain the right to monitor and/or otherwise supervise the actions of Contractor and services rendered. Owner and/or its Agent may employ direct labor for management supervision or indirect outside elevator contractors, inspectors, engineers or other qualified personnel to monitor the maintenance services provided by Contractor with the understanding that such actions do not limit Contractor's responsibilities for management of services or supervision of personnel. When conditions warrant, in the opinion of Owner and/or its Agent, Contractor shall provide the necessary labor and/or materials to assist Owner or its representatives to evaluate the services rendered, work performed and equipment conditions. There shall be no extra charge to Owner for normal coordination of services, scheduling procedures, reporting requirements, testing procedures or other service management and supervision mandated under the terms of this Contract. Owner and/or its Agent may request and receive within twenty- four (24) hours, complete records for all services rendered, personnel assigned or other procedures performed by this Contractor. Such records shall become the property of Owner and may be retained for future comparison studies or other evaluations of Contractor's work performance. In the event Contractor changes the assigned mechanic, management or supervisory personnel, Owner shall retain the right to interview and evaluate all new personnel assigned for direct or indirect management and supervision of this Contract. All personnel shall be alcohol and drug tested as a requirement of the Contract. In the event Contractor's union affiliated personnel fail to perform their duties satisfactory to Owner and/or its Agent or display an attitude of discontent that is not conducive to good relationships or proper servicing of the Elevator systems, Owner may request a position reassignment based on submission of substantial evidence that such Contractor's employee is not serving the best interests of the Building and/or Contractor in performing services specified herein.

Contractor shall honor said requests within twenty-four (24) hours of notification and provide labor satisfactory to Owner. Owner reserves the right to purchase related vertical transportation system services, attachments or other appurtenances not covered under the terms of this Contract from entities other than Contractor. Contractor shall cooperate and assist Owner in coordination of such projects or acts to insure safe and adequate

transportation is provided within the limits of their contractual responsibilities. When conditions warrant, in the opinion of Owner, Contractor shall provide technical assistance to Owner upon request.

## II. Hours of Service

Regular working hours will be 8:00 a.m. to 5:00 p.m.; Regular working days will be Monday through Friday. The on-site team will not be required to work on the following federal holidays: New Year's Day, Memorial Day, or Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

For the avoidance of doubt, the on-site team will be required to work the following holidays at no additional cost to BNYDC (e.g., overtime costs):

1. Columbus Day
2. Martin Luther King Day
3. President's Day
4. The Day after Thanksgiving
5. Good Friday
6. Veteran's Day
7. Election Day

Provide emergency call-back service (24 Hours, 7 Days per Week) at no additional cost to the Owner, which consists of promptly dispatching qualified employees in response to requests from BNYDC or designated representative, by telephone or otherwise, for emergency adjustment or minor repairs on any day of the week, at any hour, day or night. If repairs cannot be made immediately, the mechanic shall notify BNYDC or its designated representative as to the reason why and provide supplemental information regarding the restoration of services.

Immediately upon Contractor's discovery and notification from Business Personnel of any damage or signs of disrepair, mechanical breakdown or malfunction of, or cracks or breaks in any item to be repaired hereunder, it shall advise BNYDC and shall place such caution tape as required by Title 1, Chapter 27 Section 27.02 of the New York City Elevator Code or warning signs as are appropriate and required by the law. Such signs or caution tapes will be furnished by the Contractor and shall remain in place until necessary repairs are completed.

- A. Call-back service in response to passenger entrapments shall be provided within 15 minutes during regular working hours and within 30 minutes during overtime periods.
- B. Call-back services for out-of-service units that have been secured by BNYDC shall be provided within one (1) hour during regular working hours and within two (2) hours between 5:00 p.m. and 8:00 p.m. Monday through Friday, except holidays.
- C. Call-back service for out-of-service units that have been secured by BNYDC shall be provided within three (3) hours at all other times not specified above.



### III. New York City Requirements

The Contractor shall be responsible for all City of New York required filings, testing and the payment of fees; testing will include but not be limited to all annual Category One inspections/tests and Category Five, 5-year full-load safety tests.

- A. BNYDC will engage the services of a third-party licensed Inspection Agency to witness the mandated inspection/test procedures as performed by the licensed maintenance contractor; and prepare and file the required documents on behalf of the BNYDC as Owner.
- B. Testing of Fire Emergency Systems in accordance with New York City Local Law shall be performed in conjunction with all Category One and Five test procedures.
  - 1. If applicable, Contractor shall review emergency power testing logs and notify Owner if requirements are not in compliance with Local Law.

### IV. The overall responsibilities of the Contractor shall include the following:

- A. Regularly and systematically examine, adjust, lubricate, clean, and when conditions warrant, repair or replace the following items and all other mechanical or electrical elevator equipment. No part of the elevator system unless specified herein shall be excluded from this Contract:
  - 1. Geared and Gearless Machines: worm, gear, thrust bearings, lateral bearings, shaft bearing, drive sheave and other machine components.
  - 2. Brake pulley, brake coil, brake pins, brake contacts, linings and other brake components including emergency brake discs.
  - 3. Motor and motor generators: motor windings, rotating elements, commutators, brushes, brush holders, bearing, field coils, rotators, stator slip rings, including tachometer and regulator devices.
  - 4. Controller, selector, solid state/SCR drives, variable frequency-alternating current (VF-AC) drives, microprocessors and dispatching equipment: all components including all relays, contactors, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, computer devices, steel selector tape (wire or cable), mechanical or electrical timing devices, mechanical and electrical driving equipment, coils, magnet frames, contact switch assemblies, springs, resistance grids, hoistways vanes, magnets and inductors.
  - 5. Governor: including governor sheave, shaft assembly, gears, bearings, contacts, jaws and pit tension assembly.
  - 6. Sheaves: including deflector, secondary, counterweight sheaves, shafts, bearings and grease retainers.

7. Hydraulic systems' components, including but not limited to, tanks, valves, pump, cylinder head, above ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices overflow devices, rescuator or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, heaters and shut-off valves.
8. Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, bottom door gibs, cams, rollers, and auxiliary door closing devices for power operated doors. Chains, tracks, cams, interlock, sheaves for vertical bi-parting doors, car gates, safety edges and operators for vertical bi-parting doors and gates..
9. Hoistway limit switches, slowdown switches, leveling switches and associated cams, vanes, and electronic components for encoding, landing and leveling systems.
10. Guide shoes including rollers, replaceable gibs, housings, stands, springs and all associated equipment.
11. Automatic power operated door operators, door protective devices, car door hangers, tracks and car door contacts for both side slide and vertical bi-parting doors.
12. Restrictive landing zone safety devices.
13. Traveling cables and relative electrical boxes and anchors.
14. Elevator control and power wiring in hoistway, machine room, and on elevator cars.
15. Car and counterweight safety mechanism and load weighing devices.
16. Wire rope hoist cables, governor cables, compensation door cables and compensating chains, including adjustment of tension on all cables, anti- spin devices and equalization hardware.
17. Fixture contacts, light sockets, pushbuttons, key switches, locks, lamps and sockets of button stations (car and corridor), corridor lanterns, position indicators (car and corridor) direction indicators, master indicators and control panels.
18. The guide rails shall be kept free of rust, where roller guides are used rails shall be kept dry and when sliding guides are used, properly lubricated. Renew guide shoe rollers and gibs as required to insure smooth and satisfactory operation.
19. Examine, and make necessary adjustments or repair to the following ancillary equipment including re-lamping of signal equipment: corridor lanterns, car and corridor position indicators, car stations, traffic director station, electric door operators, communication systems, interlocks, door hangers, safety edges, restrictive zone locking devices, and fans.
20. Examine regularly and systematically all safety devices and governors, and conduct an annual no load test. The car balance shall be checked and governor set. If required, the governor shall be recalibrated and

sealed for proper tripping speed. All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators, (ANSI/ASME A17.1-2000/2003) current edition.

21. Repair or replace conductor cables and hoistway and machine room elevators wiring, including wiring to master indicator and control panels.
22. Maintain all elevator equipment in hoistways, machine rooms, and pits in a clean orderly condition, free of dirt, dust and debris.
23. Furnish lubricants compounded specifically for elevator use.
24. Repairs other than minor call-back procedures shall be performed by a separate repair team to allow the on-site mechanic to perform scheduled maintenance tasks at no additional cost to BNYDC.
25. Contractor to state, before the signing of the Contract, any parts claimed to be obsolete. During the Term of the Contract, the obsolescence clause can only be invoked, if prior written notice is sent, by certified mail, 30 days prior to the need for replacement.
26. The obsolescence of parts must be mutually agreed to by both parties. Absent agreement of obsolescence, BNYDC reserves the right to cancel the Contract. "Obsolete" or "Obsolescence" shall refer to equipment for which replacement parts are no longer manufactured by the original equipment manufacturer or other third-party manufacturers, with the exception of equipment commonly repaired by machine shops such as motors, machines and generators for which all costs will be covered by this agreement."
27. Work Beyond Fixed Scope: Repairs necessitated by reason of obvious negligence or misuse of the equipment by person(s) other than the Contractor, its representatives, and employees, or by reason of any other cause beyond the control of the Contractor except ordinary wear and tear, are beyond the fixed scope. Contractor must provide these services under a proposed pricing structure broken down by hours required, labor rates, materials markup(s), subcontractor markup(s), and/or unit pricing to be included in the Contract and will perform such work only upon prior authorization by Owner. Prior to such work, notice shall be given to the consultant and Owner and digital photographs provided of such damages. At the request of the Owner, the Contractor may be asked to bid on capital improvement work. Such work, if awarded, will require a project-specific contract to be agreed upon in advance by the Owner and the Contractor.
28. Repairs Resulting from Negligence, Misuse, Accidents or Abuse: Contractor shall immediately perform all required repairs and replacements regardless of the cause thereof, except repairs or replacement work which Contractor deems entitles him to "Extra Work" compensation, which shall not be performed without prior

approval of Owner. Upon discovery of "Extra Work", Contractor shall digitally photograph and supply to the Owner clear and detailed photographic evidence of components claimed for compensation. If Owner requests any work on an emergency basis Owner shall not have to wait for a proposal to commence work. Contractor's employee shall take immediate action as directed by Owner. Contractor shall be entitled to compensation in addition to that specified in the "Fee Schedule," only for such portion of the cost of any tests, repairs and replacements as are necessitated directly by negligence, misuse, accidents or abuse which are not the fault of Contractor as affirmatively demonstrated by Contractor to the sole satisfaction of Owner.

- B. The Contractor shall not be required to install new attachments on the Elevators whether or not recommended or directed by insurance companies or by governmental authorities. The Contractor shall be required to make all repairs to the Elevators which result from ordinary wear and tear, and minor repairs. If the Contractor is required to make repairs to the Elevators which are not attributable to wear and tear, or minor repairs, as reasonably determined by BNYDC, or if the Contractor is requested to perform any service or work which is not set forth in or required by this Maintenance Scope, it shall be compensated by charging BNYDC as an Additional Charge, payable together with Contractor's monthly invoice, the regular hourly rate for mechanics of \$(See Exhibit G Fee Schedule) per hour. Any such service must be documented with photos, a written description of the deficiency and all materials and labor necessary to correct the deficiency. Failure to produce sufficient documentation of the service performed will result in non-payment on any work determined to be outside of the existing contract.
- C. The Contractor shall not be responsible for the following items of Elevator equipment: car enclosure (including removable panels, door panels, hung ceilings, handrails, mirrors and carpet); hoistway enclosures; and hoistway door panels, frames and sills.
- D. All work is to be done during regular working hours of regular working days as set forth in Section II of this Exhibit F above. Emergency service calls, such as calls due to a need to respond to stalled elevators or elevator accidents, shall be answered at no charge at all hours of the day or night. Should overtime work be required, as determined by BNYDC, BNYDC will pay the Contractor as an Additional Charge only the actual amount of the overtime portion of the hourly rate for such overtime employee(s) of the Contractor, and the Contractor will pay such overtime employee(s) the remaining basic hourly rate. Any Additional Charge paid pursuant to this Section (IV) (D) shall be limited to the differential between the regular hourly rate for mechanics of \$(See Exhibit G Fee Schedule) per hour

and the overtime rate for mechanics of \$(See Exhibit G Fee Schedule) per hour or \$(See Exhibit G Fee Schedule) per hour.

- E. The Contractor shall check the group dispatching systems and make necessary tests to ensure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed.
- F. The Contractor shall be responsible for all removal; cutting and patching work which may be required in connection with the Services. No cutting should be performed without the prior approval of BNYDC.
- G. The Contractor shall leave its work area broom clean. The Contractor is responsible for replacing any protection or barricade removed during the course of performing the Services.
- H. The Contractor shall not obstruct the operations of any of the tenants at the Site.
- I. All roof penetrations made in connection with the Contractor's performance of the Services shall be repaired and made waterproof by the Contractor in a manner approved by BNYDC, and all necessary roof protection work shall be included in the Services required to be performed pursuant to this Contract.
- J. There may be security patrolling work areas, but no special security officer guarding the Contractor's property. The Contractor shall be solely responsible for loss or damage to its equipment or personal property. BNYDC and the City of New York shall not be liable for any loss or damages to Contractor's equipment or personal property, whether such loss or damage arises by reason of fire, theft, vandalism, negligence, or any other cause whatsoever.

V. Frequency of and Scope of Periodic Elevator Maintenance and Tasks.

The Contractor shall perform the tasks for each elevator, as set forth below, repairing or replacing parts as needed.

A. Traction Passenger & Freight Systems and Hydraulic Systems

Every 4 weeks, commencing promptly after the Commencement Date, the Contractor shall:

1. Clean and inspect machine, controller, selector, motor, motor generator and governor. Clean pit, check slack cable switch and do all

- necessary lubrication on sidewalk car. Check leveling, stop switch, communications and door pressure. Check all communications from car to main lobby and from main lobby to all cars, motor rooms, etc.
2. Clean and inspect car top, operating switches, door operator and controls, car door hangers gibs, detector edges, photo eyes and safety edge.
  3. Clean and inspect hoistway door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoistway switches.
  4. Clean and inspect governor tension sheave, car and counterweight buffers, compensating sheave assembly. Clean pit and check safety plank and travel cable loop.
  5. Check hydraulic systems for leaks, oil levels, and all related valves, pumps and switches for proper operation.

Every 8 weeks, commencing promptly after the Commencement Date, the Contractor shall:

1. Clean machine room, pits, check commutators and brushes, clean and adjust controller and selector contacts and relays, adjust generators and or SCR's for proper operation.
2. Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable and retiring cam.

Every 12 weeks, commencing promptly after the Commencement Date, the Contractor shall:

1. Inspect rope shackles, car and counterweight guides, hoistway switches and encoding devices, adjust and lubricate as required, check emergency light and communication devices.
2. Inspect motor coupling, check brake operation, end thrust, backlash, selector drive, motor generator start and run switches, blow out motor and motor generator, clean controls.
3. Clean car and hall station contacts, check door closing force, check and lubricate safety edge linkage pins and adjust. Check car and hoistway hanger rollers and adjust up thrusts. Lubricate safety edge linkage pins and adjust, check car and hoistway hanger rollers and adjust up thrusts. Check and replace any worn gibs or door shoes.
4. Check gear oil level, machine and motor bearings, lubricate governor linkage, check transformers, rectifiers and timers.

Every 26 weeks, commencing promptly after the Commencement Date, the Contractor shall:

1. Check control and main line fuses, voltage readings, motor and motor generator wire connections, overloads, armature clearance and brake cores.
2. Check car safety mechanism, governor rope hitch, hoistway switch rollers, door closing devices, restrictive opening devices, inspect and equalize hoist ropes.
3. Emergency power test with management present, at no charge to the customer.
4. Wipe down all freight door, tracks, chains and associated equipment on both hall and car entrances (gate) and adjust same, repair or replace all parts to insure proper operation.

Every 52 weeks, commencing promptly after the Commencement Date, the Contractor shall:

1. Drop brake shoes, clean, lubricate and adjust, flush and replace worm gear oil.
2. Check car frame, guide rails and bracket fastenings, clean guide rails and brackets, overhead sheaves. Door hangers, sills and pit.
3. Annual lubrication motor, motor generator and machine bearing, deflector, compound and compensating sheaves and governor tension sheave bearings. Clean all equipment and reseal, as necessary, any and all oil leaks.
4. Perform a Category One Annual car safety test, check buffer oil level, if applicable. Perform a Hydraulic Pressure Test annually as part of the category 1 test requirement.
5. Blow out motor and motor generator set, nitro clean, turn down and undercut commutators.
6. Adjust motor control and check logic operation.
7. Emergency power test with management present, at no charge to the customer
8. Perform annual no load safety test, wipe down all rails, brackets and hatchway equipment of dirt, dust, etc.

## VI. Hazardous Substances.

- A. Presence and Use of Hazardous Substances. The Contractor shall not, without BNYDC's prior written consent, keep on or around BNYDC, for use, disposal, treatment, generation, storage or sale any substances, wastes, or materials designated as, or containing components designated as hazardous, dangerous, toxic, or harmful and/or which are subject to regulation by any federal, state, or local law, regulation, state, or ordinance (hereinafter collectively referred to as a

"Hazardous Substances"). With respect to any such Hazardous Substance, Contractor shall:

1. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;
2. Submit to BNYDC true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to and/or are submitted to the appropriate governmental authorities;
3. Within five (5) days of BNYDC's request, submit a written report to the BNYDC regarding Contractor's use, storage, treatment, transportation, generation, disposal, or sale of Hazardous Substances and provide evidence satisfactory to BNYDC of Contractor's compliance with the applicable government regulations;
4. Allow BNYDC's representatives to enter and inspect the area in which Contractor is working or which is covered by this Contract at all times; and to check Contractor's compliance with all applicable governmental regulations regarding Hazardous Substances;
5. Comply with minimum levels, standards, or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present or any part thereof, such levels and standards are to be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Contract); and
6. Comply with all applicable governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Substances. Any and all costs incurred by BNYDC and associated with BNYDC's inspection of BNY and BNYDC's monitoring of Contractor's compliance with this Section VI, including BNYDC's attorney's fees and costs, shall be immediately due and payable by Contractor on demand by BNYDC.

B. Cleanup Costs, Default and Indemnification.

1. Without limiting the provisions set forth in this Contract, Contractor shall be fully and completely liable to BNYDC and the City of New York for any and all cleanup costs, and any and all other charges, fees or penalties (civil and criminal) imposed by any governmental authority with respect to Contractor's use, disposal, transportation, generation, and/or sale of Hazardous Substances, in or about BNYDC.
2. Without limiting the provisions set forth in this Contract, Contractor shall indemnify, defend, and save BNYDC and the City of New York,



and their respective officers, directors, and employees, harmless from and against any and all costs, fees, penalties, and charges assessed against or imposed upon BNYDC and/or the City (as well as BNYDC's and/or the City's attorney's fees and costs) as a result of Contractor's use, disposal, transportation, generation, and/or sale of Hazardous Substances.

VII. Maintenance Logs.

The Contractor shall provide a "Maintenance Program Control" plan and maintain a daily log of all Services performed in accordance with A17.1 requirements, and submit such logs to BNYDC at the end of each business week, which log shall be located at each machine room and BNYDC's office and subject to BNYDC's review.

VIII. Quality Assurance.

A. Plan

Contractor shall have a quality assurance plan ("Quality Plan") and a system of performance measurements in place that are mutually acceptable to BNYDC and Contractor. The system of measurements shall include, but not be limited to, the following:

- a. A monthly performance report on the Elevators that includes a measurement of the discrepancy rate of performance requirements. Also a summary of work performed in that period and the current status/condition of all equipment. The following Ride quality and Sound quality metrics will be established based on PMT Ride Quality testing, to be performed by Contractor within 90 days of the commencement date of this Contract. Testing results will be provided to the Owner and incorporated into this Contract via Addendum. Re-alignment of guide rails due to building movement, and building compression is excluded.

Passenger elevators shall be adjusted to meet the following performance requirements:

	Hydraulic	Geared	Gearless
Ride Quality	30 mg	20 mg	20 mg
Sound Quality (during door operation w/ fan)	70 dba	67 dba	67 dba

Door Open Speed (sec.)	2x Close Speed	2x Close Speed	2x Close Speed
Door Close Speed (sec.)	Code + 10%	Code + 10%	Code + 10%
Door Close Speed Nudging (sec.)	Code + 10%	Code + 10%	Code + 10%
Door Close Nudging Activation (sec.)	30 - 60	30 - 60	30 - 60
Door Dwell – Car Call (sec.) ADA Compliant	3.0	3.0	3.0
Door Dwell – Hall Call (sec.) ADA Compliant	5.0 – 6.0	5.0 – 6.0	5.0 – 6.0

- b. An annual report due regarding Elevator status and Contractor's compliance with contractual stipulations.
- c. A semiannual assessment of Contractor's implementation of the Quality Plan and the responsiveness and involvement of its management team.
- d. A semiannual assessment of Contractor's performance based upon a recorded sampling of tenants and BNYDC.

B. Schedule of Liquidated Damages.

The Contractor shall pay the following liquidated damage amounts for the following infractions:

- 1. Late arrival to any service request by the BNYDC (30 minutes or more)
  - .....\$250 per infraction
- 2. Site Log missing or not up to date
  - .....\$300 per occurrence
- 3. Contractor personnel misconduct
  - a. out of uniform..... \$30 per occurrence
  - b. sleeping on the job..... \$150 per occurrence

- c. intoxication..... \$500 per occurrence

Liquidated damages received hereunder shall be deducted from any payments due to the Contractor and are not intended nor shall they be treated as either a partial waiver or discharge of BNYDC's right to indemnification or to any other remedy provided for in the Contract or by law.

Contract includes Parts and Materials, Contractor shall prepare and submit to BNYDC a complete spare parts listing for approval. In order to make replacement and repairs as expeditiously as possible, such spare parts shall include components for: Door operating systems and related hardware. Door safety systems including safe-edges and infrared protection. Controller and selector parts including solid-state and microprocessor components. Selector tapes and related apparatus/encoding systems.

Motor and motor generator brushes and hardware. Motor and motor generator bearings. Care and counterweight roller guides. Standard push buttons, lamps, and related equipment for signal fixtures. Machine seals and packing. All required lubricants and cleaning agents, compounds or other materials and equipment required for preventive maintenance procedures specified herein. Basic materials, parts and equipment described above for scheduled maintenance procedures and minor emergency callback service repairs shall be stocked within the confines of the Site of Work in areas designated and assigned by the manager. Additional parts or other equipment required for maintenance of the systems may be stored at Contractor's facilities with the understanding delivery of same for emergency procedures must be made within four (4) hours to the job site.

Aside from the usual and standard parts and components that are to be stocked for use, the following additional Brooklyn Navy Yard specific materials are to be stocked in the quantities described below. The stock of these items is to be replenished immediately after use so that spare parts are available continuously.

- a. One (1) Baldor drive
- b. Two (2) Courion door motors
- c. Two (2) Courion gate motors
- d. One (1) Courion relay board
- e. One (1) Courion power board

Other materials and equipment normally not stocked by Contractor locally must be available during Building business hours for delivery to the job site from remote facilities and/or suppliers responsible to Contractor for stocking the materials or equipment.

Any deficiencies discovered as a result of the category 1 or category 5 inspections and tests performed by the Contractor and/or Building

representatives shall be corrected immediately by Contractor, after which the equipment shall be retested by the Contractor without extra charge to verify that the deficiencies have been corrected to the satisfaction of the Manager, or its authorized representative. Upon completion of these inspections and tests and the correction of deficiencies, Contractor shall render to the manager a written statement of the results of the inspections and tests. All retesting herein shall be at no additional cost to Owner. Contractor shall be responsible for all costs associated with filing any Affirmation of Corrections for any unsatisfactory category 1 test or PVT violation as well as any late penalties or fines.

Additionally, Contractor shall be responsible for filing all Certificates of Corrections and any filing fees or penalties for any ECB violation.

**EXHIBIT B**  
**PAYMENTS**

Total contract value not to exceed \_\_\_\_\_ (\$\_\_\_\_\_) to be paid in monthly installments of \_\_\_\_\_ (\$\_\_\_\_\_) or more for additional charges as specified in item 2B below.

1. **Base Price/Fee:** BNYDC shall pay for the Services as set forth in Exhibit A:

**\$\_\_\_\_\_ dollars per month**

**(Monthly Fee written in words)**

**This amount includes three (3) full-time resident mechanics per day:**

**Full-time Resident Mechanics:** The number of full-time resident mechanics proposed by the Respondent to be staffed at the Brooklyn Navy Yard from 8:00 AM to 5:00 PM for five (5) days per week.

**Any additional fees billed to BNYDC each month shall be accompanied by receipts or invoices explaining the reason for such fees.**

**1A. Monthly maintenance unit pricing included in the base price/fee above item 1:**

**Building No. 3**

WL: \$ \_\_\_\_\_

PE1: \$ \_\_\_\_\_

PE2: \$ \_\_\_\_\_

FE3: \$ \_\_\_\_\_

FE4: \$ \_\_\_\_\_

FE5: \$ \_\_\_\_\_

FE6: \$ \_\_\_\_\_

FE9: \$ \_\_\_\_\_

**Building No. 5**

PE: \$ \_\_\_\_\_

FE (East End): \$ \_\_\_\_\_

FE (West End): \$ \_\_\_\_\_

**Building No. 22**

PE (Hydraulic): \$ \_\_\_\_\_

**Building No. 27**

PE (Hydraulic): \$ \_\_\_\_\_

**Building No. 30**

FE: \$ \_\_\_\_\_

**Building No. 77**

WL: \$ \_\_\_\_\_

PE No. 47: \$ \_\_\_\_\_

PE No. 48: \$ \_\_\_\_\_

PE No. 49: \$ \_\_\_\_\_

PE No. 50: \$ \_\_\_\_\_

PE No. 51: \$ \_\_\_\_\_

PE No. 52: \$ \_\_\_\_\_

PE No. 53: \$ \_\_\_\_\_

PE No. 54: \$ \_\_\_\_\_

FE No. 55: \$ \_\_\_\_\_

FE No. 56: \$ \_\_\_\_\_

FE No. 57: \$ \_\_\_\_\_

FE No. 58: \$ \_\_\_\_\_

LD Hydraulic Lift: \$ \_\_\_\_\_

Building No. 92

PE Otis Gen 2: \$ \_\_\_\_\_

WL (North): \$ \_\_\_\_\_

WL (South): \$ \_\_\_\_\_

Building No. 120

FE (Hydraulic): \$ \_\_\_\_\_

Building No. 127

SE/PE1: \$ \_\_\_\_\_

SE/PE2: \$ \_\_\_\_\_

Building No. 131

FE: \$ \_\_\_\_\_

Building No. 212

SE1: \$ \_\_\_\_\_

SE2: \$ \_\_\_\_\_

Building No. 275

FE: \$ \_\_\_\_\_

Building No. 280

FE No. 59: \$ \_\_\_\_\_

PE No. 60: \$ \_\_\_\_\_

FE No. 62: \$ \_\_\_\_\_

PE No. 63: \$ \_\_\_\_\_

Building No. 292

PE (West End): \$ \_\_\_\_\_

PE (East End): \$ \_\_\_\_\_

FE (West End): \$ \_\_\_\_\_

SE (East End): \$ \_\_\_\_\_

Building No. 303

PE3: \$ \_\_\_\_\_

PE4: \$ \_\_\_\_\_

FE5: \$ \_\_\_\_\_

FE6: \$ \_\_\_\_\_

**2A.** Escalation outline, not to exceed \_\_\_\_\_% per year for one (1) year extensions. Contractor shall notify BNYDC in writing for any escalations each year.

**2B.** Additional Charges, as set forth in Exhibit A, Section I (D), I (E), I (F), IV (B) and IV (D), not to exceed the dollar amount listed below in the aggregate over the Term, as defined in Exhibit A.

Section I (D) Infrared Detectors



\$\_\_\_\_\_ per infrared detector

Section I (E) Vertical Lift Gates

\$\_\_\_\_\_ per vertical lift gate

Section I (F) Courion Door and Gate Motors

\$\_\_\_\_\_ per door/gate motor

Totals

\$\_\_\_\_\_ Ten (10) Infrared Detectors

\$\_\_\_\_\_ Two (2) Vertical Lift Gates

\$\_\_\_\_\_ Five (5) Courion Door and Gate Motors

**Total per year \$\_\_\_\_\_**

Section IV (B) Hourly Rate for Mechanic (Work not in Maintenance Scope)

\$\_\_\_\_\_ per hour

Section IV (D) Hourly Rate for Mechanic Emergency Service Off Hours

\$\_\_\_\_\_ differential (Overtime less Regular)

**2C.** At certain times during the Term, \_\_\_\_\_ percent (\_\_\_\_%) of the current Base Fee shall be increased or decreased by the percentage of increase or decrease shown by the "Producer Price Index for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Labor Statistics as

compared with the index for, Set forth the "Producer Price Index for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Labor Statistics for \_\_\_\_\_, \$ \_\_\_\_\_

2D. The straight time hourly labor costs as determined by collective bargaining agreements reached between the Contractor and \_\_\_\_\_ of the applicable Union to this contract as of \_\_\_\_\_ applicable to this Contract is \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ constitutes the cost of fringe benefits.

3. **Unit Prices:** The following breakout pricing is for additions or deletions to the Contract and/or trade payment breakdowns and/or Additional Charges as may be applicable. All items are for a completed in place unit including all materials and installation, filing, tests, and services for approval.

4.

**Unit Prices: Parts & Materials, Rental Equipment, and Trades:**

The following breakout pricing is for additions or deletions to the Contract and/or trade payment breakdowns and/or Additional Charges as may be applicable. All items for replacement parts & materials/rental equipment SPECIFICALLY EXCLUDE LABOR. Excepting in the case of trades, trades only:

4A. Parts & Materials: percentage mark up \_\_\_%

4B. Rental Equipment: percentage mark up \_\_\_%

4C. Trades: percentage mark up \_\_\_%

5.

**Unit Price; Labor:**

Unit prices are to be for a complete in-place operations and shall include all costs, incidental material and work, freight, insurance, fringes, field labor and supervision, engineering, tax, overhead and profit. Unit price shall be firm for the duration of the project and will apply to net increase or decrease in the scope of the work for any given change.

Regular -vs- Premium Time

<u>LABOR CLASSIFICATION</u>	<u>REGULAR TIME</u>	Overtime Rate <u>DIFFERENTIAL</u>	<u>OVERTIME</u>	<u>SUNDAYS &amp; HOLIDAYS</u>
One Mechanic	\$_____/hr	\$_____/hr	\$_____/hr	\$_____/hr
Two Mechanics	\$_____/hr	\$_____/hr	\$_____/hr	\$_____/hr
Three Mechanics	\$_____/hr	\$_____/hr	\$_____/hr	\$_____/hr

Premium time costs are those additional costs incurred to perform contract work on overtime. No mark-up (overhead or profit) is allowed on premium time work.

**5A.** In the case of Additional Charge work, as defined by the Contract, payable together with Contractor's monthly invoice, the regular hourly rate for mechanics of \$\_\_\_\_\_ per hour.

**5B.** In the case of Additional Charge overtime, shall be limited to the differential between the regular hourly rate for mechanics of \$\_\_\_\_\_ per hour and the overtime rate for mechanics of \$\_\_\_\_\_ per hour or \$\_\_\_\_\_ per hour.

The Respondent agrees that it will furnish and provide, in consideration of the price in the Proposal, all necessary labor, materials, plant, tools, uniforms, supplies, schedules, equipment, utilities, photographs, permits, licenses, and all other items required and necessary to complete the work in accordance with the Contract, and to accept as full compensation therefore (including without limitation all overhead, profit, taxes and other charges and expenses applicable thereto) the price stated in this Proposal, as provided in the Contract.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

The following is minimum acceptable insurance coverage requirements for Contracting Services

I. Insurance Requirements

- A. Commercial General Liability Policy issued on an Occurrence form with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Coverage shall include endorsements for: Products/Completed Operations; Underground Hazards where applicable; Contractual Liability for tort liability assumed under contract, Personal Injury; Waiver of Subrogation; Policy Aggregate shall apply on per project basis; Mobile Equipment if such equipment not subject to any motor vehicle statutory law.

Additional Insured endorsement as per Insurance Services Organization (a/k/a ISO) form CG 20 10 07 04 Additional Insured Scheduled Organization and form CG 20 37 07 04 Additional Insured – Completed Operations. Such endorsement shall include BNYDC and any other designated party as Additional Insured, as required by written contract to which this Exhibit is attached and part of.

There shall be no coverage restrictions or coverage exclusions on the General Liability Policy pertaining to, but not limited to: gravity related injuries, unsafe workplace, injuries sustained by employee of Contractor or sub-contractor, Third Party over type actions, construction operations, and construction activity.

The insurance procured by the Contractor shall be primary and non-contributory to any other insurance that may be in effect.

- B. Statutory Workers Compensation Policy and Employer's Liability Policy of \$1,000,000 for work operations in State where project work is performed, including any applicable other states coverage endorsement.
- C. Automobile Liability Insurance Policy for Bodily Injury and Property Damage in the amount of \$1,000,000 per occurrence covering all owned, non-owned, hired, borrowed vehicles subject to statutory motor vehicle law.
- D. Contractors Pollution Liability policy of at least \$5,000,000 for damages arising out of bodily injury, property damages, environmental damages caused by a pollution incident from Contractors work, completed operations, or transportation whether work performed by or on behalf of Contractor.

- E. Umbrella/Excess Liability Policy of at least \$10,000,000 per occurrence. Umbrella Liability policy is to be provided on at least a follow form basis of the underlying General Liability Insurance policy, Automobile Insurance Policy, and Workers' Compensation Insurance policy. The insurance procured by the Contractor shall be primary and non-contributory to any other insurance that may be in effect.
- F. Professional Liability (Errors and Omissions) of at least \$1,000,000 each claim for wrongful acts while performing and/or providing professional services. Coverage shall continue for at least three (3) years beyond the final performance of services.
- G. The following are to be included as additional insured(s) for coverage required in sections A,C,D and E. Each additional listed below shall be issued a separate Certificate of Insurance.

**Certificate Holder**

Brooklyn Navy Yard Development Corporation  
Building 77  
141 Flushing Avenue, Suite 801  
Brooklyn, New York 11205

And as Additional Insureds  
Brooklyn Navy Yard Development Corporation  
City of New York

**Certificate Holder**

City of New York  
c/o City of New York Department of Small Business Services  
One Liberty Plaza, 165 Broadway  
New York, NY 10006

And as Additional Insureds  
City of New York  
Brooklyn Navy Yard Development Corporation

- H. A Certificate of insurance using the ACCORD 25 form is to be provided to the Additional Insured and the Certificate must specifically include a copy of the stipulated additional insured endorsement as required in Section A. Certificate Holder must be notified of any cancellation, non-renewal or material modification of existing policy. Notice is to be received 30 days prior to any change in status.

In addition to ACCORD 25 form, a completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 form) shall be provided.

- II. If the Contractor utilizes the services of subcontractor for work performed, the same provisions of this Insurance Requirement Exhibit shall be required of those parties. It is the sole responsibility of the Contractor to maintain compliance of such.
- III. Insurance coverage shall be maintained with responsible insurance companies licensed and admitted to do business in the State of New York and such companies shall have an A.M. Best Rating of A-VII. If a Non-Admitted Insurance Company is used, an AM Best rating of A- shall apply.
- IV. Any self-insured insurance retentions and, or any deductibles utilized on any of the above required insurance coverage is the sole responsibility of the Contractor, and Contractor agrees to satisfy those retention and or deductible obligations directly with their insurance company.
- V. The policies required hereunder shall contain the following provisions:

“A. Notices from the insurer (the “Insurer”) to BNYDC (“BNYDC”) and the City of New York (the “City”), in connection with this policy, shall be addressed to the General Counsel, BNYDC, at Building 77, 141 Flushing Avenue, Suite 801, Brooklyn, New York 11205 (with a copy to BNYDC’s Deputy General Counsel at the same address);

B. The Insurer shall accept notice of accident from BNYDC or the City, within 120 days after receipt by an official of such Additional Insured (as identified above) of notice of such accident as valid and timely notice under this policy;

C. The Insurer shall accept notice of claim from the City within 120 days after such claim has been filed with the Comptroller of the City and notice of claim from BNYDC, within 120 days after receipt by such party as valid and timely notice under this policy;

The Insurer understands and agrees that notice of accident or claim to such Insurer by any one of the following entities shall be deemed notice by all under the policy:

Contractor; or

BNYDC; or

The City; or

Any other Additional Insured.

E. This policy shall not be canceled, terminated or modified by the Insurer or Contractor unless 30 days prior written notice is sent by registered mail to BNYDC or the City, nor shall this policy be canceled, terminated or modified by the Contractor without prior written consent of BNYDC;

F. The presence of engineers, inspectors or other employees or agents of Contractor, BNYDC or the City at the site of the Services performed by Contractor shall not invalidate this policy of insurance;

G. Violation of any of the terms of any other policy issued by the Insurer to Contractor or a subcontractor of Contractor shall not invalidate this policy; and

H. Insurance, if any, carried by BNYDC, the City or the Additional Insureds will not be called upon to contribute to a loss that would otherwise be paid by the Insurer.”

## **EXHIBIT D**

### **E.O. 50 SUPPLY & SERVICE RIDER**

(Note: For purposes of this rider, the "Department" or "City" means BNYDC.)

#### **EQUAL EMPLOYMENT OPPORTUNITY**

This contract is subject to the requirements of Executive Order No. 50 (April 25, 1980) (§10-14) as revised (E.O. "50") and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the contractor agrees that it:

- (1) will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, handicap, 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 forms 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, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status;
- (3) will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status, or that it 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 opportunity commitments under E.O. 50 (§ 10-14) 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 E.O. 50 (§10-14), the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services ("Division"). Copies of all required reports are available upon request from the contracting agency; and



- (6) will permit the Division to have access to all relevant books, records and accounts for the purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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 noncompliance with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Division, 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 of termination of the contract;
- (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 the Division may recommend to the contracting agency head that a contractor who has repeatedly failed to comply with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder be determined to be nonresponsible.

The contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of New York City's small purchase limit established by rule of New York City's Procurement Policy Board to which it becomes a party unless exempted by E.O. 50 (§10-14) and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Division of Labor Services 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 modification subject to E.O. 50 (§10-14) and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 (§10-14) and the rules and regulations promulgated thereunder.

**EXHIBIT E**

**DOING BUSINESS DATA FORM**

(See attached)

## **EXHIBIT F**

### **PROHIBITED PERSON DEFINITION**

A. Contractor represents that none of its members, officers, or directors are Prohibited Persons at the time of execution of this Agreement. For purposes of this Agreement, a “Prohibited Person” shall mean:

(i) any person or entity (x) which is or was in default or in breach, beyond any applicable grace period, of its obligations under any material written agreement with the City of New York, or (y) which, directly, or indirectly, controls, or is controlled by, a person which is or was in default or in breach, beyond any applicable grace period, of its obligations under any material written agreement with the City of New York, unless, in any of the foregoing circumstances, such default or breach was cured or was settled or waived by the City of New York, as the case may be; or

(ii) any person or entity (x) which was convicted in any criminal proceeding for a felony or any other crime involving moral turpitude or which is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (y) which, directly or indirectly, controls, or is controlled by, a person which was convicted in any criminal proceeding for a felony or any other crime involving moral turpitude or which is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure; or

(iii) any person or entity which is, or which, directly or indirectly controls, or is controlled by, a person or entity which is finally determined to be in violation of (including, but not limited to, any participant in any international boycott in violation of) the Export Administration Act of 1979, or its successor, the regulations issued pursuant thereto, or any government which is, or any person or entity which directly or indirectly, is controlled (rather than only regulated) by a government which is subject to the regulations or controls thereof; or

(v) any government, or any person or entity which, directly or indirectly, is controlled (rather than only regulated) by a government, the effects of the activities of which are regulated or controlled pursuant to regulations of the United States Treasury Department or executive orders of the President of the United States of America issued pursuant to the Trading with the Enemy Act of 1917, as amended.

B. Contractor further covenants and warrants that at no time during the term of the Agreement shall it admit as a member, director or officer thereof any person who is a Prohibited Person, and it shall not engage a Prohibited Person to be a member, officer or director.

C. The determination as to whether any person is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure or, directly or indirectly, controls, or is controlled by a person which is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, shall be within the sole discretion of the City exercised in good faith.

## EXHIBIT G

### **WHISTLEBLOWER PROTECTION EXPANSION ACT**

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
  - (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
  - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
  - (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
    - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
    - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

- (d) For the purposes of this rider, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- (e) This rider is applicable to all of Contractor’s subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

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

# REPORT

***CORRUPTION, FRAUD, UNETHICAL CONDUCT***

**RELATING TO A NYC-FUNDED CONTRACT**

**OR PROJECT**

**CALL THE NYC DEPARTMENT OF INVESTIGATION**

**212-825-5959**



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

New York City Department of Investigation (DOI)  
80 Maiden Lane, 17th floor  
New York, New York 10038  
Attention: COMPLAINT BUREAU

**OR FILE A COMPLAINT ON-LINE AT:**

[www.nyc.gov/doi](http://www.nyc.gov/doi)

**All communications are confidential**

## **THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION**

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



← **Scan the QR Code at Left to File a Complaint**

## **EXHIBIT H**

### **PAID SICK LEAVE LAW**

#### **Introduction and General Provisions**

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.<sup>1</sup> Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

<sup>1</sup> Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

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

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

### Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSSL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSSL may use sick time for any of the following:

- such employee’s mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee’s need for medical diagnosis or preventive medical care;
- such employee’s care of a family member (an employee’s child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee’s spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee’s place of business by order of a public official due to a public health emergency; or
- such employee’s need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a



reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSSL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSSL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

#### Exemptions and Exceptions

Notwithstanding the above, the PSSL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSSL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSSL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

### Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSSL.

### Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSSL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

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

### Records

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

### Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSSL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSSL civil penalties not to exceed \$500 for a first violation,

\$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

#### More Generous Policies and Other Legal Requirements

Nothing in the PSSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSSL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSSL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.